OFFICIAL RULES

WAG Halloween Photo Contest

NO PURCHASE NECESSARY TO ENTER OR WIN.

ELIGIBILITY: The **WAG Halloween Photo Contest** promo (the "Promo") begins on October 23 at 12:01 a.m. Eastern Standard Time ("EST") and ends on November 3 at 11:59 p.m. EST ("Promo Period"). The time shall be determined by AvalonBay or any of its designee timekeeping systems. AvalonBay shall have the sole discretion in determining the timeliness of any action or inaction related to this Promo.

The Promo is subject to all applicable federal, state, and local laws. Void where prohibited by law.

Winners must be current residents in good standing and pets must be registered with their community leasing office. If submitting via social media, profile must be public in order to qualify. Please only post content that you've created yourself.

ENTRY: To enter, submit a photo of your pet in costume at your community.

Limit: The reward is a one-time gift card, not an ongoing reward. Winners can only win a gift card from AvalonBay once per calendar year. If you have already won a gift card in another resident promotion, you are not eligible to win again the remainder of the calendar year.

WINNER SELECTION: On November 6, a panel of judges comprised of AvalonBay employees will select a winner.

PRIZES: There will be a total of 2 prizes awarded during the Promo with a total value of $200.

TAXES: Winners are solely responsible for all applicable federal, state, or other tax obligations related to the prizes. **Winners further agree to otherwise fully cooperate with AvalonBay as to their compliance with governmental tax-reporting requirements.**

NOTIFICATION: Winners will receive notification via the method of their initial contact. If the entry was emailed, response will be sent by email. If the entry was made via Instagram, a direct message to the profile will be sent.

AN INDIVIDUAL IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL AVALONBAY HAS COMPLETED ITS VERIFICATION OF INDIVIDUAL'S ELIGIBILITY.

MARKETING: Resident grants AvalonBay the permission, but not the obligation, to use their: (a) name, identity, title, likeness, distinctive appearance, physical likeness, image, portrait, picture, photograph (whether still or moving), screen persona, voice, vocal style, statements, gesture, mannerism, personality, performance characteristic, biographical data, signature, and any other indicia or imitation of identity or likeness, in any medium, without further notice, approval, or compensation, unless prohibited by law, in connection with this Promo.

NO LIABILITY & INDEMNIFICATION: Promo participants release, discharge and hold harmless AvalonBay, AvalonBay Affiliates and any AvalonBay vendor/supplier providing services in connection with this Promo, and each of their respective directors, officers, employees, agents and assigns (the "Released Parties") from any claims, losses, and damages arising out of, or relating to, a participant's Entry, participation in this Promo or any Promo-related activities, and the acceptance and use, misuse, or possession of any prize awarded hereunder (including, without limitation, any misrepresentation made by participant in connection with the Promo; any non-compliance by participant with these Official Rules; claims brought by persons or entities other than the parties to these Official Rules arising from or related to participant's involvement with the Promo; acceptance, possession, misuse or use of any prize or participation in any Promo-related activity or participation in this Promo; any malfunction, error or other problem arising in connection with the collection, processing, or retention of Entry information; or any typographical or other error in the printing, offering or announcement of any winner). The foregoing includes, without limitation, any claim for personal injury, property loss or damage, or death arising in any way in connection with the Promo.

OTHER TERMS: Decisions of AvalonBay on all matters related to the Promo are final and binding. AvalonBay reserves the right to cancel or modify the Promo for any reason, including but not limited to, in the event the Promo is compromised by a virus, non-authorized human intervention, tampering, public health crisis, governmental action, or other causes beyond the reasonable control of AvalonBay which corrupt or impair the administration, security, fairness, integrity or proper operation of the Promo as determined by AvalonBay, in its sole discretion. Should the Promo be terminated prior to the stated expiration date, AvalonBay reserves the right to award prizes based on the entries received before the termination date.

AvalonBay reserves the right to disqualify or prohibit the participation of an individual if fraud or tampering is suspected, if the individual fails to comply with any requirement of participation or with any provision in these Official Rules, if the individual's behavior or communication at any point is disruptive, may or does cause damage or to any person, property, or reputation of AvalonBay, or is otherwise not in accordance with all applicable laws and generally accepted social practices as determined in AvalonBay's sole discretion. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE OPERATION OF THIS PROMO MAY BE A VIOLATION OF CRIMINAL & CIVIL LAWS. AVALONBAY RESERVES THE RIGHT TO DISQUALIFY AND/OR SEEK DAMAGES FROM ANY INDIVIDUAL MAKING ANY SUCH ATTEMPTS TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.

CONSTRUCTION AND GOVERNING LAW: The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the

event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Any disputes arising under this Promo and/or these Official Rules will be governed by relevant U.S. federal statutes and regulations and the internal laws of the state of Virginia. To the fullest extent permitted by law, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promo or the awarding of any prize shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Virginia; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and AvalonBay in connection with the Promo shall be governed by, and construed in accordance with, the laws of Virginia, without giving effect to any choice of law or conflict of law rules (whether of the state of Virginia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of Virginia.

SEVERABILITY: If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

WINNER ANNOUNCEMENT: All winners will be announced via email and on AvalonBay social media, including Instagram, Twitter and Facebook.

AVALONBAY CONTACT: WAG@avalonbay.com