



Last Updated: 3/26/2026

IMPORTANT: THESE PRIVÉE MEMBER TERMS ARE IN ADDITION AND SUBJECT TO OUR [TERMS OF USE](#), BOTH OF WHICH YOU SHOULD READ CAREFULLY (COLLECTIVELY, THE “**TERMS**”). [SECTION 18](#) OF THE TERMS OF USE, WHICH IS INCORPORATED INTO THESE PRIVÉE MEMBER TERMS IN SECTION 21 BELOW, REQUIRES MANDATORY ARBITRATION OF CERTAIN DISPUTES BETWEEN US AND YOU ON AN INDIVIDUAL BASIS. THIS MEANS THAT YOU AND SIMON ARE EACH GIVING UP THE FOLLOWING RIGHTS: TO SUE EACH OTHER IN COURT, TO HAVE DISPUTES HEARD OR RESOLVED BY A JUDGE OR JURY, AND TO JOIN A CLASS ACTION AGAINST THE OTHER. FURTHERMORE, [SECTIONS 15](#) AND [16](#) OF THE TERMS OF USE AND SECTION 20 AND OTHER SECTIONS OF THESE PRIVÉE MEMBER TERMS, CONTAIN WARRANTY DISCLAIMERS AND LIMITATIONS ON SIMON’S LIABILITY THAT YOU SHOULD REVIEW.

1. **Acceptance and Applicability.** By accepting an invitation to join the Privée Program (as defined in the next sentence) as a Member or Limited Access User (as defined in Section 3 below) or accessing or using any Benefit (as defined in Section 5 below) of the Privée Program as a Member, Limited Access User, Guest (as such terms are defined in Section 3 below), or otherwise, you (“**you**”, “**your**”, “**yourself**”) signify that you (I) are eligible for the Privée Program (according to Section 3) below), (II) agree to these Terms, which include the [Simon Terms of Use](#) (“**TOU**”) and [Simon Privacy Policy](#) (as well as other incorporated terms and policies referenced in the TOU or below in these Privée Member Terms), and (III) agree to abide and be bound by Applicable Law (as defined in Section 3 below) related to your access or use of any portion of the Privée Program. The “**Privée Program**” is an invitation-only membership or limited access Benefits concierge program that Simon, in conjunction with the Participating Properties (as defined in Section 2 below) and Program Vendors (as defined in Section 6 below), Makes Available at the Participating Properties and the web Sites associated with Participating Properties. Some of the Benefits of the Privée Program will be provided to you by third-party Program Vendors. The Privée Program is available only to individual, natural persons who are (i) eligible for the Privée Program (according to Section 3 below) and are invited to become a Member or (ii) are eligible (according to Section 3 below) and invited by a Member or us to be a Guest or Limited Access User to access limited Benefits at a Participating Property. When you become a Member of the Privée Program or access or use any Benefit of the Privée Program (as a Member, Limited Access User, Guest or otherwise) you agree that we may establish and maintain or require you to register and maintain (or both) an Account (a “**Program Account**”) where we may gather, through a Registration Form (as defined in Section 3 below) or otherwise, and store, contact and demographic information such as your name, e-mail address, mailing address, shopping preferences, Benefit use information, and information on your spending habits and purchases that you make at the Participating Properties in any way related to

your access or use of the Privée Program (including information shared with us by Program Vendors that you interact with related to your access or use of the Privée Program). To the extent any term of these Privée Member Terms conflicts with any term in the TOU, such conflicting term in these Privée Member Terms shall apply and control for the particular portion of the Privée Program referenced below to which such conflicting term applies (the terms of the TOU shall control in all other cases).

2. **Privée Program Operator.** Simon (as defined in the TOU) operates the Privée Program in conjunction with the Participating Properties (collectively, the “we”, “us”, and “our” in these Terms), all of whom use the Simon<sup>®</sup> and Participating Property names, Privée Program related trademarks, and other related marks as licensees of SPG IP Holdings, LLC and other Simon Entities (as defined in the TOU) that are the owner(s) of such marks. Notwithstanding the immediately preceding sentence, all inquiries, feedback, or Claims (as defined in Section 13 below) related to the Privée Program must be submitted to the management office or the designated Representative (as defined in Section 10 below) of the Privée Program at the relevant Participating Property at or from which the relevant Benefit or other portion of the Privée Program was provided to you. A copy of notice of any and all Claims you make or that you communicate to a Representative at the relevant Participating Property in any way related to the Privée Program must also be sent by overnight courier and email to Simon Media Properties, LLC, 225 W. Washington St., Indianapolis, IN 46204, Attention: General Counsel and to [notices@simon.com](mailto:notices@simon.com). “**Participating Properties**” means the Simon Properties (as defined in the TOU) at or from which any of the Benefits or any other features of the Privée Program are Made Available to you at any time (each a “**Participating Property**”).

3. **Eligibility and Applicable Law.** Only individual, natural persons who are residents of the 50 States of the United States of America, Washington D.C., and Puerto Rico (“U.S.”) or Canada, aged 18 years or older, and are invited to join the Privée Program may accept such invitation and become a “**Member**” of the Privée Program. Only Members may access and use all of the Benefits we Make Available at the Participating Property(ies) at which the Member has accepted an invitation to join the Privée Program at such Participating Property(ies). We may (but are not obligated to) allow (i) individual, natural persons aged 18 years or older and who are residents of certain countries outside the U.S. or Canada (as determined by us at any time without notice to you) to join the Privée Program or (ii) individual, natural persons who are otherwise eligible pursuant to the first sentence of this paragraph but have not been invited to be a full Member to access one or more (which may be less than all) of the Benefits at a Participating Property, for a temporary period or with additional restrictions (or both) as determined by us at any time with or without notice to you (“**Limited Access User**”). We may (but are not obligated to) allow Members to invite a guest, who may or may not otherwise be eligible to be a Member, to accompany the Member to access or use any of the Benefits at a Participating Property (a “**Guest**”) subject to restrictions governing such Guest’s access or use of any Benefit, which we shall communicate to you prior to allowing such Guest’s access or use of any Benefit and that may be changed at any time by us with or without notice to you. “**Applicable Law**” means, for purposes of interpretation and enforcement of the Terms (except as otherwise provided in Section 18 of the TOU), the Governing Law (as defined in the TOU) and, for all Claims or matters related to your use of, or presence in, any of the Participating Properties or use of any Benefit in or from such Participating Properties, the laws, rules, regulations, or orders of the U.S. or Canadian federal, state (province or territory), or municipal governmental authority(ies) with subject matter or personal jurisdiction over the

activity or person (or both) in question at the location of the relevant Participating Property from which you accepted an invitation to join as a Member or accessed or used any relevant Benefit or other aspect of the Privée Program as a Member, Guest, Limited Access User, or otherwise. If you are eligible, and receive an invitation to become a Member or attempt to access or use any Benefit as a Member, Guest, Limited Access User, or otherwise, you may be asked and you hereby agree to complete any paper or online registration or access form(s) we may Make Available anywhere on the Sites or to you in print related to the Privée Program, Benefit(s) being accessed, or relevant Program Vendor(s) (each a “**Registration Form**”). You agree that we may use any information you supply on a Registration Form to establish and maintain a Program Account for you and that we may share such information or any of your Program Account information with any relevant Program Vendor that needs such information to provide or market any Benefit that you may express an interest in accessing or using to us at any time. No matter whether you are invited and become a Member, Limited Access User, or Guest or otherwise are allowed to access any of the Benefits or other parts of the Privée Program, you may only use and access the Benefits or other parts of the Privée Program for personal (i.e., individual or household) use and not for any commercial use including, without limitation, reselling (as defined in the TOU). We reserve the right to suspend or terminate your Program Account or access to or use of any part of the Privée Program including, without limitation, any or all Benefits at any time in our sole discretion for any or no reason without notice to you. Any decision we make in relation to any aspect of the Privée Program is final without right of appeal.

4. **Term of Membership.** The term of your Member status in the Privée Program (and thus access to the Benefits of the Privée Program at the relevant Participating Property)(i.e., your “**Membership**”) is for the period provided on your invitation to join the Privée Program or on any Member card or Program Account we may provide to you (i.e., as stated on any or all of these places) related to your Membership in the Privée Program (which we, in our discretion, may not renew after the expiration or earlier termination of such term). Whether or not you are provided a Membership term in any communications from us or you are accessing any Benefits as a Member, Limited Access Member, Guest, or otherwise at any time, your access to or use of any of the Benefits is not guaranteed and can be revoked, time-limited, or barred by us at any time for any or no reason with or without notice to you. Guests’ and Limited Access Users’ access to and use of any Benefit(s) will be for a specified period of time (“**Limited Access Period**”), typically on a daily basis (or other basis communicated to the Guest [or their accompanying Member] or to the Limited Access User by us at any time) and we may supply a print or digital pass that the Guest or Limited Access User must present during the Limited Access Term to access any allowed Benefit(s) and that may contain additional terms limiting such access or use (each a “**Pass**”). We may also terminate your Membership or Limited Access Period, for any or no reason, upon notice to you (which may be by phone, text, email, mail, in-person at the Participating Property, or by message in your Program Account) despite any Membership term or Limited Access Period we may have communicated to you. If you (i) are or become ineligible to be a Member, Limited Access User, or Guest, (ii) we have communicated to you a termination of your Membership or Limited Access Period, or (iii) you disagree with any portion of these Terms at any time, you agree to immediately cease any access or use of (or not attempt to join, re-join, or otherwise access or use) any part of Privée Program including, without limitation, any Program Account you may have registered (or that was registered for you), any Pass, and any of the Benefits. If we supply you with a Membership card or Pass, you understand that Membership cards and Passes are not credit or charge cards, are not transferable to any other

Person, are not redeemable for cash, and remain our property (retrievable or revocable by us at any time). Members, Guests, or Limited Access Users must immediately notify the management office of the Participating Property or other designated Representative of the Privée Program if the Member's, Guest's, or Limited Access User's Membership card or Pass is lost or stolen at any time.

5. **Benefits of the Program.** The “**Benefits**” of the Privée Program may include, in our discretion, access to and use of a private lounge, package storage, or other space or spaces at one or more of the Participating Properties (each a “**Lounge**”), access to and use of Member-only services provided by the Participating Property or a Program Vendor (or both) such as personal accompaniment service (“**Personal Accompaniment**”), complimentary valet parking (“**Valet Parking**”), personal styling or shopping (“**Personal Styling**”), exclusive events (each a “**Member Event**”), and other exclusive services or experiences (each a “**Benefit**”). If we provide a Lounge for your access and use at any Participating Property at any time, you agree to abide by the “**Lounge Rules**” attached to and hereby made part of these Privée Member Terms as **Exhibit A** and any additional rules that the Participating Property may supply to you or post in such Lounge (“**Posted Rules**”). In the event of any conflict between any of the Lounge Rules and any of the Posted Rules provided to you in association with or posted in any Lounge, the Posted Rules shall control only for such conflicting matter(s). We may change, remove, or substitute Benefits at any time, with or without notice to you, in our sole discretion. Benefits will vary between Participating Properties and we make no guaranty as to the availability of any of the Benefits at any of the Participating Properties at any time. Benefits are provided with absolutely no warranty or representation from us as to their quality, reliability, availability, results, or any other aspect of such Benefits as further described in Section 20 below. Benefits have no cash value and are subject to availability limitations. Any offer of any Benefit related to the Privée Program is void where prohibited by Applicable Law.

6. **Program Vendors.** We use various Vendors (as defined in the TOU) to assist us with providing you with certain features and Benefits of the Privée Program including, without limitation, third-party providers of Valet Parking, Personal Styling, Personal Accompaniment, Member Events, or other Benefits (each a “**Program Vendor**” and collectively “**Program Vendors**”). Program Vendors are independent contractors and are **not** our agents and do not have any authority, express or implied, to make any representation, warranty, statement, or enter into any agreement on behalf of the Simon Entities. The Simon Entities accept no liability in respect of any representations, warranties, statements, offers, Products, Benefits that may be made or provided to you by any Program Vendor, Tenant, or any third-party merchant or service provider whatsoever. We are not agents of any Program Vendor and we are not responsible for the quality, reliability, availability, results, damages, costs, Claims, or any other aspect of Benefits or any Product(s) offered or provided by any Program Vendor as further described in Section 20 below. You authorize the Program Vendors to collect, use, store, disclose to us or other third-party with a need to know in order to provide you any Benefit, or otherwise process personal information about you that you supply at any time related to your access or use of any Benefit provide by or through such Program Vendor including, without limitation, submitted with any Registration Form you complete, provided in any Program Account, and related to any purchases of any Product(s) you make while accessing or using any of the Benefits (including Product type(s), model(s), brand(s), store(s), price paid, method of purchase, date, time, etc.) in accordance with these Terms, including, without limitation, the Simon Privacy Policy. We may compensate or receive compensation from Program Vendors for any of the Benefits such

Program Vendors provide to you or for the privilege of providing any Benefit as part of the Privée Program to you. Notwithstanding the immediately preceding sentence, you are solely responsible for compensating any Program Vendor for any Product(s) (as defined in the TOU) purchased by such Program Vendor on your behalf (if any) and any Product(s) (i.e., good(s) or service(s)) you receive, access, or use from any Program Vendor, Tenant (as defined in the TOU), or any third-party merchant or service provider whatsoever that is not included in the express scope of any Benefit that we provide to you as part of the Privée Program.

7. **Electronic Program Messages.** When you provide personal information about you at any time related to your access or use of any Benefit including, without limitation, submitted with any Registration Form you complete, you authorize the Simon Entities to send you electronic messages related to the Privée Program (including, without limitation, transactional messages regarding your Program Account or the Benefits) as well as other marketing messages of the Simon Entities and their Vendors, which may or may not be related to the Privée Program in the form of email and by mobile text (if you supplied your mobile number in the Registration Form during registration or in your Program Account at any time). You may not opt-out of receiving transactional messages by email related to your Program Account and participation in the Privée Program except by canceling your membership in the Privée Program and deleting your Program Account (which you must request from Participating Property at the management office or as otherwise directed by the Participating Property). If you supplied your mobile number in any Registration Form or otherwise to us or any Program Vendor at any time and consented to us sending you text messages (i.e., SMS, MMS, and RCS), you agree to Simon's Mobile Text Terms of Use, which apply to text messages sent to you by the Simon Entities, including text messages that may be sent using an automatic telephone dialing system, to the mobile telephone number you provided to us or such Program Vendor. Consent to receive automated marketing text messages is not a condition of any purchase. You can opt-out at any time by replying STOP to any message you have received from us or contacting us as explained in Simon's Mobile Text Terms of Use. Message frequency will vary. Message and data rates may apply.

8. **Program Account Requirements.** You may only register **one** Program Account per Participating Property and maintain only one Membership in the Privée Program at a Participating Property if you are eligible and accept an invitation to join from us. Your Membership is not transferable at any time to any other Person and does not entitle any other Person, including, without limitation, any of your Guests or family members to their own Membership. Any Person who attempts to or does register or in any way controls or seeks to control more than one Program Account or Membership, creates more than one identity to collect more of any of the Benefits or control more than one Program Account or Membership, or who is ineligible for the Privée Program but still attempts or actually registers any Program Account or Membership, may be banned from participating in the Privée Program and registering a Program Account or Membership or have any and all such Program Account(s) and Membership(s) temporarily or permanently suspended or deleted in our sole discretion without any notice to such Person and for any amount of time as we see fit or indefinitely, including the forfeiture of any Benefit(s) related to such suspended or deleted Program Account(s) and Membership(s). You agree to update and keep current all contact information you supply us associated with your Program Account or Membership including without limitation, any changes or updates to your legal name, phone number, email or mailing addresses.

9. **Relationship and Acceptable Use.** You are participating in the Privée Program as an independent Person who has been invited access any of the Benefits or join (or both) the Privée Program as a Member, Limited Access User, Guest, or otherwise, at one or more Participating Properties (and be present at such Participating Property(ies) as an invitee, at your own risk) subject to the Terms. You agree not to attempt to claim that you are, and understand that you are not in any way, a Representative of us or any of the Simon Entities, nor a spokesperson or agent of any Participating Property or any of the Simon Entities. You agree to abide and be bound by the Terms (including, without limitation, the [Code of Conduct](#) posted at the applicable Participating Property) and Applicable Law at all times while accessing any portion of the Privée Program or while being present at any Participating Property.

10. **Posts and Recordings.** You agree that you are solely responsible for and hereby indemnify and hold harmless the Participating Properties and all Simon Entities (each a “**Simon Party**” and, collectively, the “**Simon Parties**”) and Program Vendors, and the officers, directors, shareholders, partners, employees, contractors, professional advisors, and agents (collectively, “**Representatives**”) of the Simon Parties and Program Vendors against any Claims in any way related to any Post, any other Content you create on your own, and any photograph(s), audio recording(s), or video recording(s)(each a “**Recording**”) that you capture during your access to or use of any Benefit or other portion of the Privée Program whether at a Participating Property or not (whether or not incorporated into any of your Posts or other published content) and publish or otherwise distribute at anytime, anywhere, in any medium known at any time prior to, on, or after the Effective Date including, without limitation, on any social media platform including, without limitation, YouTube, TikTok, Instagram, Facebook, Threads, Snapchat, and X [formerly Twitter](each a “**Social Media Platform**”). “**Post**” means a message, photo, video, or other form of content you Make Available at any time on any website, Social Media Platform, or other digital or print publication medium whatsoever, which may include text, hashtags, links, Recordings, multimedia elements, and are typically intended to engage an audience, share information, express opinions, or promote products and services. You hereby warrant and represent that any Post(s) you make, other published content you create, and any Recording(s) you publish (which may be a part of your Post(s) or other published Content) captured at or in any way relating to the Privée Program will not violate any IP Rights (as defined in Section 13 below) or any other right of any third party and that nothing in the Terms or by your participation in the Privée Program grants you any IP Rights in any trademarks, copyrighted material, or the name, image, or likeness, or other proprietary Materials of any of the Simon Parties, Program Vendors, Tenants, or any other Person at any Participating Property or elsewhere, including, without limitation, any of the Representatives of any or all of these entities. Furthermore, to the extent you Make Available any Post(s) or publish any Content in any way related to the Privée Program, you agree not to use the name or trademark of any of the Simon Entities including, without limitation, those that identify the Privée Program, without our express written permission. In the event you receive any Benefit in exchange for Making Available any Post or other Content that we authorize pursuant to the immediately preceding sentence, you agree to include a statement in such Post or Content that you received such Benefit as compensation for such Post or Content. You hereby grant the Simon Parties an irrevocable, non-exclusive, royalty-free, worldwide, and perpetual license to copy, re-Post, or otherwise display any Post(s) or other Content you Make Available in any way related to the Privée Program in any medium available now or at any time in the future. You agree to promptly remove from

publication any Post(s) or other Content you Make Available in any way related to the Privée Program upon written request of any of the Simon Parties (including by email).

11. **Recordings of you.** You permit any of the Simon Entities or Program Vendor to capture one or more Recordings of you and any Guest or minor children accompanying you at a Participating Property or Program Vendor's place of business (you hereby authorize on behalf of such Guest or minor accompanying you) including, without limitation, your (and their) voice, picture, and likeness as well as biographical information about you (and them) you supply during or related to the Privée Program (including, without limitation, in any Registration Form), which may include, without limitation, your name, city and state or province of residence (the "**Information**"). You acknowledge and agree that any of the Simon Entities or Program Vendor may (but are not obligated to) use the Recording(s) and Information for promotional purposes in various forms of print or digital media including, but not limited to, Posts on the Sites or Social Media Platform accounts related to the Participating Properties and other Simon Entities and printed or digital brochures or advertisements of the Simon Entities. You hereby grant to the Simon Parties the unconditional, royalty-free, and irrevocable right to use, re-use, publish, make derivatives works based on, and exhibit Recording(s) of you (and any minor child(ren) or Guest accompanying me) and the Information either alone or accompanied by other materials, in any manner and in any medium now known or discovered at any time throughout the world, in whole or in part, in edited, modified, or altered format, at any time in perpetuity for any purpose whatsoever. All Recordings of you (and any minor child(ren) or Guest(s) accompanying you) are and will, at all times, remain the sole and exclusive property of the Simon Parties and you will not retain, acquire, nor assert now or in the future any right, title, or interest including, without limitation, any IP Rights in any such Recording(s). You acknowledge that the use, production, broadcast, exhibition, discussion or presentation of Recording(s) and Information by a Simon Party may be considered surprising, embarrassing, derogatory, defamatory, or otherwise offensive or injurious to you (including any minor children accompanying me), and any injuries allegedly caused thereby are specifically included within the waivers and release in this paragraph. The Simon Parties and Program Vendors have no obligation or responsibility whatsoever to you in connection with the Recording(s) of you (and any minor child(ren) or Guest(s) accompanying you) or the Simon Parties' or Program Vendors' use of the Information that you supply in any way related to the Privée Program.

12. **Express Assumption of Risk.** You understand that participation in the Privée Program and access to and use of any of the Benefits has inherent risks, including, but not limited to, the risks of theft, loss, or damage to your or your Guests' personal property or bodily injury or death to you or any of your Guests due to factors including, without limitation, weather, casualty, Acts of God, insurrection, strike, unavailability of any utility, necessary service, or supplies, pandemic, orders of a governmental authority or changes in Applicable Law, walking or driving surface conditions, and the movements, actions, omissions, and behavior of Program Vendors, Tenants, and other Vendors and businesses (and their Representatives) and other Persons at a Participating Property or at any location you access or use any Benefit of the Privée Program (all of which, you agree, we have no ability to reasonably control in relation to your access to or use of any portion of the Privée Program at any time). There is also risk related to your capture of any Recordings or our capture of Recordings of you or your Guests at a Participating Property or at any location you access or use any Benefit of the Privée Program Property including, without limitation, the risk of infringement of the IP Rights of us, you, your Guests(s), or other Persons. You voluntarily assume full responsibility for the risks outlined in

this paragraph and similar risks inherent in your participation in the Privée Program. In the event you or any of your Guests experience an injury or medical emergency at any Participating Property or at any location you access or use any Benefit of the Privée Program, you agree that you (and your Guest(s)) are responsible for seeking and paying the cost of medical attention. Notwithstanding the immediately preceding sentence, you hereby authorize the Participating Property, us, the relevant Program Vendor or Tenant (and any of their Representatives) to seek any such necessary medical attention on your or your Guest's behalf, at your (or, if applicable, your Guest's) expense, should an injury, medical emergency, or an incapacitating event happen to you or any of your Guests at any Participating Property or at any location you access or use any Benefit of the Privée Program. You (and your Guests) agree to submit any Claim for personal injury to you (or them) or damage or loss, damage, or theft to your (or their) personal property to any medical or property insurance (including, without limitation, automobile insurance) policy you (and you Guests) hold on or covering the relevant date(s) on which such Claim accrued and hereby waive any right to allow any of your (or your Guest's) insurance company(ies) to subrogate any such Claim against any of the relevant Simon Entities, Program Vendor, or Tenant.

13. **Indemnification.** In addition to and without limiting any of the indemnities given elsewhere in the Terms (including, without limitation, Section 17 of the TOU), you (including any minor child(ren) or Guest(s) accompanying you) and your (and their) assignees, successors, or heirs, hereby indemnify, hold harmless, and waive, release, and forever discharge the Simon Parties, Program Vendors, and the Simon Parties' and Program Vendors' Representatives, from any and all claims, demands, losses, penalties, fines, causes of action, damages, costs (including but not limited to reasonable attorney's fees), and liabilities ("**Claims**") of any kind or nature whatsoever, whether in tort, contract, or otherwise, made by or due to any Person (including you and any minor child(ren) or Guest(s) accompanying you and all of your successors, heirs, and assigns), now and in the future, in whole or in part arising out of or attributable in whole or in part to (i) any breach of these Privée Member Terms or any of the other Terms by you or any minor child(ren) or Guest(s) accompanying you, (ii) any negligence or willful misconduct by you or any minor child(ren) or Guest(s) accompanying you in any way related to the Privée Program, (iii) any purchase or use of any Product(s) that you or any minor child(ren) or Guest(s) accompanying you make with or through, or the terms of any offer or Benefit supplied to you by, any Program Vendor, Tenant, or any other Vendor or third party, (iv) the consumption of any food or beverages (whether alcoholic or not) by you and any minor child(ren) or Guest(s) accompanying you at any Member Event, Lounge, or anywhere on a Participating Property, (v) your physical presence at, including the inherent risks (including any loss, theft, or damage to personal property or bodily injury or death) you have assumed by entering, any of the Participating Properties including, without limitation, at any Lounge or Tenants' or Program Vendors' stores or other places of business (whether at the Participating Property or not) in any way related to the Privée Program, and (vi) the use or capturing of, the appearance, voice, and Information of you (including any minor child(ren) or Guest(s) accompanying you) related in any way to the Privée Program and use of such attributes in the Recordings taken or Material Made Available by any of the Simon Entities or Program Vendors as described in Section 11 above including, without limitation, any Claims for (A) violation of any copyright, trademark, right of publicity, right of attribution, moral rights, misappropriation of likeness, false association, defamation, libel, or any other intellectual property, reputational, or association-based rights ("**IP Rights**") of you (including any minor child(ren) or Guest(s) accompanying

you) or (B) violation of the IP Rights of any third party related to any statements made, attire worn, Products, images, or wording displayed, held, or worn by you (including any minor child(ren) or Guest(s) accompanying you) during the capture of any Recording by any of the Simon Entities or Program Vendors or in any Recording, Posts, or Content you Make Available at any time in any medium.

14. **Privée Member Terms Changes.** We may add to, change, or remove any part of these Privée Member Terms from time to time and publish such changes on the Sites without otherwise notifying you. Your continued participation in any portion of the Privée Program following the posting of any changes to all or any part of the Privée Program, including, without limitation, by accessing or using any Benefit constitutes your acceptance of any changes we have made to these Privée Member Terms at the time you participate in any part of the Privée Program. Any updates or changes to these Privée Member Terms will supersede and replace the previous Privée Member Terms immediately upon posting. **We encourage you to review the Privée Member Terms periodically for any such updates or changes.** Any offer for any feature, Benefit, or Product made through the Privée Program is void where prohibited.

15. **Third-Party Terms and Conditions for Benefits.** The Simon Entities are not responsible for, and you agree to comply with, any terms or conditions that any Program Vendor, Tenant, or any other third-party merchant or service provider may require you to accept in addition to these Terms, to access or use any Benefit or to purchase or access any other Product(s) of any such Vendor.

16. **Taxes.** You agree that to the extent any sales or other taxes are owed on any purchases of Products you make or any value you receive from any part of the Privée Program that you are responsible for paying any such taxes.

17. **Cancellation.** You may cancel your Membership or otherwise remove yourself from participation in the Privée Program at any time by contacting the management office or designated Representative of the Privée Program the Participating Property or other contact given to you by the relevant Participating Property, and upon such removal you will lose access to your Program Account, which may be deleted by us at any time thereafter, and any Benefits of the Privée Program.

18. **Fees.** At this time there are no fees to Members, Limited Access Members or Guests associated with participating in the Privée Program. We reserve the right to assess fees in the future under certain circumstances, in our sole discretion.

19. **Fraudulent Activity.** We reserve the right to investigate any purchase transactions, or interaction with the Benefits or the Privée Program that we suspect, in our sole discretion, is misusing or has misused the Privée Program or that in any way violates Applicable Law. We reserve the right to take any or all of the following actions in response to finding, in our sole discretion, misuse or potential or actual fraud or violation of Applicable Law or the Terms related to any Program Account or use of any of the Benefits: revoke access to any or all Benefits and terminate any Program Account or Membership that we believe, in our sole discretion, is misusing or has misused the Privée Program. Any failure to comply with the Terms or Applicable Law or any fraud or abuse relating to access to or use of the Benefits or any misrepresentation of any information furnished to us by you or anyone acting on your behalf may result in the termination of your Membership, Program Account, and forfeiture of access to any Benefits or any other features of the Privée Program.

**20. DISCLAIMERS AND LIMITATION OF LIABILITY.**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

ALL FEATURES AND BENEFITS OF THE PRIVÉE PROGRAM ARE PROVIDED “**AS-IS**” WITH ABSOLUTELY NO WARRANTY.

WITHOUT LIMITING THE IMMEDIATELY PRECEDING SENTENCE, WE MAKE NO WARRANTY (i) THAT THE PRIVÉE PROGRAM WILL MEET YOUR REQUIREMENTS, (ii) THAT ACCESS TO THE PRIVÉE PROGRAM WILL BE UNINTERRUPTED OR TIMELY, THAT IT IS SECURE, OR THAT PRIVÉE PROGRAM CONTENT IS ACCURATE OR ERROR-FREE, (iii) THAT BENEFITS OR PRODUCTS WILL BE AVAILABLE, ACCURATELY DEPICTED OR PRICED, (iv) THAT THE RESULTS OBTAINED FROM USE OF THE PRIVÉE PROGRAM WILL BE ACCURATE OR RELIABLE, (v) THAT THE QUALITY OF ANY PRODUCTS, BENEFITS, THE PRIVÉE PROGRAM, INFORMATION, OR OTHER MATERIAL PURCHASED OR OTHERWISE ACCESSED BY YOU THROUGH THE PRIVÉE PROGRAM, AT THE PARTICIPATING PROPERTIES OR THE SITES, OR OTHERWISE RELATED TO THE PRIVÉE PROGRAM WILL MEET YOUR EXPECTATIONS, OR (vi) THAT ANY PRODUCTS OR BENEFITS WILL BE PROPERLY DELIVERED IN PROPER AMOUNTS.

WITHOUT LIMITING ANYTHING IN THIS SECTION 20, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE SIMON ENTITIES AND THEIR AFFILIATES, LICENSORS, AND SUPPLIERS (INCLUDING, WITHOUT LIMITATION, PROGRAM VENDORS AND TENANTS) EXPRESSLY DISCLAIM ANY WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SIMON ENTITIES AND THEIR AFFILIATES, LICENSORS, AND SUPPLIERS (INCLUDING, WITHOUT LIMITATION, PROGRAM VENDORS AND TENANTS) DO NOT WARRANT THE DATA, CONTENT, ANALYTICS, FEATURES, OR INFORMATION PROVIDED THROUGH THE PRIVÉE PROGRAM, INCLUDING, WITHOUT LIMITATION, MEMBER SUBMISSIONS, REGISTRATION FORM DATA, OR OTHER DATA PROVIDED BY OTHER MEMBERS, LIMITED ACCESS USERS, OR GUESTS, WILL BE UNINTERRUPTED, ACCURATE, USEFUL, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS.

UNDER NO CIRCUMSTANCES WILL THE SIMON ENTITIES OR THEIR AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY VENDORS OR SUPPLIERS (INCLUDING, WITHOUT LIMITATION, PROGRAM VENDORS, AND TENANTS) BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OR RELATED TO THE PRIVÉE PROGRAM TO YOU OR ANYONE CLAIMING THROUGH OR ON BEHALF OF YOU (INCLUDING WITHOUT LIMITATION, YOUR HEIRS, SUCCESSORS, OR ASSIGNS), EVEN IF ANY OR ALL OF SUCH ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL THE SIMON ENTITIES OR THEIR AFFILIATES', CONTRACTORS', EMPLOYEES', AGENTS', OR THIRD-PARTY VENDORS' OR SUPPLIERS' (INCLUDING, WITHOUT LIMITATION, PROGRAM VENDORS, AND TENANTS) TOTAL LIABILITY TO YOU OR ANYONE CLAIMING THROUGH OR ON BEHALF OF YOU (INCLUDING WITHOUT LIMITATION, YOUR HEIRS, SUCCESSORS, OR ASSIGNS) FOR ALL CLAIMS, DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE PRIVÉE MEMBER TERMS OR YOUR USE OF THE PRIVÉE PROGRAM INCLUDING, WITHOUT LIMITATION, ANY BENEFITS OR FEATURES OF THE PRIVÉE PROGRAM (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE) EXCEED THE AMOUNT (IF ANY) OF THE PARTICULAR TRANSACTION(S) GIVING RISE TO THE CLAIM.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM OR THROUGH THE PRIVÉE PROGRAM SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE PRIVÉE MEMBER TERMS OR OTHERWISE APPLICABLE PURSUANT TO YOUR USE OF THE PRIVÉE PROGRAM.

21. **DISPUTE RESOLUTION AND ARBITRATION.** WHILE WE WILL MAKE EVERY REASONABLE EFFORT TO RESOLVE ANY DISAGREEMENT YOU MAY HAVE WITH US, IF THESE EFFORTS FAIL, YOU AGREE THAT ALL CLAIMS, DISPUTES, OR CONTROVERSIES ARISING OUT OF OR RELATING TO THE PRIVÉE PROGRAM, THESE PRIVÉE MEMBER TERMS, OR YOUR USE OF THE BENEFITS, COMMUNICATIONS FROM US, AND THE PURCHASE, SALE, OR REDEMPTION OF ANY BENEFITS, PRODUCTS, SERVICES, OR VOUCHERS, OR THE CONTENT, DISPLAY, OR DISCLOSURE OF ANY INFORMATION ON OR IN CONNECTION WITH THE PRIVÉE PROGRAM ARE SUBJECT TO THE DISPUTE RESOLUTION AND ARBITRATION PROCESS CONTAINED IN THE TOU (**CLICK HERE FOR THOSE PROVISIONS**), WHICH LIMIT CLAIMS TO BEING SETTLED THROUGH BINDING ARBITRATION AND WAIVES RIGHTS YOU MAY HAVE TO PARTICIPATE IN A CLASS ACTION. THIS INCLUDES CLAIMS BASED ON CONTRACT, TORT (INCLUDING INTENTIONAL TORT), FRAUD, AGENCY, YOUR OR OUR NEGLIGENCE, STATUTORY OR REGULATORY PROVISIONS, OR ANY OTHER SOURCES OF APPLICABLE LAW; CLAIMS MADE AS COUNTERCLAIMS, CROSS-CLAIMS, THIRD-PARTY CLAIMS, INTERPLEADERS OR OTHERWISE; AND CLAIMS MADE INDEPENDENTLY OR WITH OTHER CLAIMS.

22. **FURTHER LIMITATIONS.** The Simon Entities are not responsible or liable for: (a) incomplete or incorrect information, garbled transmissions, and telecommunications failures or service interruptions; (b) your use of the Sites or Privée Program; (c) for typographical, printing, or other errors in the offers contained in or the administration of the Privée Program; (d) errors, irregularities, or failures in: (i) awarding, accumulating, receiving, redeeming, or using Benefits provided through the Privée Program; (ii) advertising; or (iii) accessing the Privée Program; (e) mistakes in or changes to the Privée Member Terms, the selection, notification, and announcement of the Benefits or the distribution of the Benefits; (f) any direct or indirect damage(s), loss(es), expense(s), Claim(s) or (g) any incorrect or inaccurate information, whether caused by Members, Limited Access Users, Guests, or other users of the Privée Program or by any of the equipment or programming associated with or utilized in the

Privée Program or by any technical or human error which may occur in the processing of submissions in the Privée Program including, without limitation, in any Registration Form. The Simon Entities assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft of or destruction or unauthorized access to, or alteration of, your access or use to any of the Benefits, your Program Account, or damage(s), loss(es), theft, expense(s), Claim(s) to any personal property of, and any bodily injury to, you or any of your Guests. We are not responsible for any problems, failures, or technical malfunction of any online systems, servers, or providers, computer equipment, hardware or software, players or browsers, failure of email, text messaging, points of sale, or other communications failures due to or resulting from technical problems or traffic congestion at any of the Participating Properties, the Sites, on the internet, any other website, any online server, telecommunications network, or combination thereof, including injury or damage to you or to your or any other person's personal property or body including, without limitations, computers and mobile devices related to or resulting from participation in this Privée Program.

23. **Miscellaneous.** If any provision of these Privée Member Terms is found invalid or unenforceable, that provision shall be enforced to the maximum extent possible, and the other provisions contained in these Privée Member Terms will remain in full force and effect. Our failure to insist upon or enforce strict performance of any provision of the Terms shall not be construed as a waiver of any such provision or right. All provisions of the Terms that expressly or reasonably due to their nature should survive an expiration or termination of your Membership or access to or use of any portion of the Privée Program shall survive such expiration or termination including, without limitation, Sections 3 (Applicable Law), 7 (Electronic Program Messages), 10 (Posts and Recordings), 11 (Recordings of You), 13 (Indemnification), 16 (Taxes), 19 (Fraudulent Activity), 20 (Disclaimers and Limitations of Liability), 21 (Dispute Resolution), 22 (Further Limitations), 23 (Miscellaneous), and 24 (in regards to notice of Claims) of these Privée Member Terms. Headings and captions used for the sections and subsections in these Privée Member Terms are for convenience only and have no effect on the meaning or interpretation of any of the terms of these Privée Member Terms.

24. **Questions/Comments/Concerns.** Please direct all comments, questions, concerns, feedback, or Claims regarding the Privée Program to the relevant Program Vendor (if regarding a Benefit provided by such Program Vendor) or (if such inquiry needs escalated) the management office at the relevant Participating Property or any Representative of any of the Simon Parties that communicated to you at any time regarding the Privée Program. A copy of notice of any and all Claims you make or that you communicate to a Program Vendor or Representative at the relevant Participating Property in any way related to the Privée Program must also be sent in writing by overnight courier and email to Simon Media Properties, LLC, 225 W. Washington St., Indianapolis, IN 46204, Attention: General Counsel and to [notices@simon.com](mailto:notices@simon.com).

## Exhibit A

### Privée Lounge Rules

These Lounge Rules are made subject and are in addition to the Privée Member Terms (at <https://www.simon.com/PriveeGalleria> and Simon's Terms of Use (at <https://www.simon.com/legal>) including, without limitation the Code of Conduct for the Participating Property (the "Terms"). By using the Lounge, you agree to the Terms and to abide by these Lounge Rules at all times while accessing the Lounge. Capitalized terms used in these Lounge Rules that are not otherwise defined in these Lounge Rules are as defined elsewhere in the Terms.

#### I. Access, Eligibility, and Removal.

- a. The Lounge is provided for access by only Members with an active Membership and their accompanying Guest(s) holding a valid Guest Pass (quantities of which may be limited by us at any time in our discretion).
- b. All Guests must be accompanied by a Member with an active Membership at all times and be 18 years of age or older to access the Lounge or, if younger than 18 years of age (a "Minor"), be accompanied by a Member who is such Guest's parent or legal guardian.
- c. Notwithstanding anything to the contrary above, the Participating Property may grant a limited access Pass to an eligible (pursuant to the Privée Member Terms) Limited Access User (i.e., unaccompanied by a Member) for one day during the regular hours of the Lounge in Participating Property's sole discretion ("Day Pass") (quantities of which may be limited by us at any time in our discretion).
- d. Use of a Guest Pass or Day Pass does not entitle the Guest or Limited Access User to become a Member or receive any or all other Benefits, except temporary access (accompanied or unaccompanied, respectively) to the Lounge during regular Lounge hours subject to the Terms and these Lounge Rules.
- e. The terms applicable to a Guest in these Lounge Rules also apply to Limited Access Users equally.
- f. We reserve the right to remove or bar anyone from the Lounge for any or no reason at any time in our sole discretion (without any opportunity for appeal) including, without limitation, any Member or any Guest that violates any of these Lounge Rules, the Terms, or Applicable Law.
- g. We reserve the right to limit the number of Members and Guests that may access the Lounge at any time for any or no reason, including, without limitation, due to maximum occupancy restrictions or during high-traffic times or special Member Events.
- h. Lounge regular hours will be posted within the Lounge or management office at the Participating Property (or both) and adhered to by Members and Guests. We may close the Lounge at any time for repairs, cleaning, or to conduct special Member Events or our own private events at any time without notice to you. We

may discontinue the Lounge Benefit at any time in our sole discretion pursuant to the Terms.

## II. **Use Restrictions.**

- a. **Personal Use; No Parties.** The Lounge is provided for private, personal use of our Members and Guests. Members and Guests may not hold private parties, business meetings, or informal gatherings in the Lounge without our express written permission.
- b. **Pets.** Pets are not permitted in the Lounge, including emotional support animals. However, service animals are welcome. Our Representatives will not be responsible for the care and supervision of a service animal and you agree not to ask them for such care or supervision. We reserve the right to recover from you any property damage caused by your service animal. If a service animal is out of control or exhibits behavior that threatens the health or safety of others, we may ask you to remove such service animal (along with yourself) from the Lounge.
- c. **Non-smoking.** The Lounge is non-smoking and Members and Guests may not smoke any substance, vape, or use smokeless tobacco products in the Lounge at any time.
- d. **Prohibited Items.** The following items are prohibited from being brought into the Lounge:
  - i. Outside food and beverages (not provided by us in the Lounge).
  - ii. Firearms or weapons (even with a permit or allowance under Applicable Law).
- e. **Non-solicitation.** Members and Guests shall not solicit other Members and Guests with commercial or personal Product(s), fundraisers, and the like.
- f. **Non-commercial Expressive Activity.** Members and Guests shall not use the Lounge as a forum for unsolicited non-commercial expressive activity not sponsored by the Participating Property.

## III. **Respect for others**

- a. Though our Representatives strive to provide excellent customer service, not all requests may be within their authority or ability and may be outside of the bounds of the Privée Member Terms or may be rejected or revoked by the management of the Participating Property or such Representatives at any time for any or no reason. Members and Guests must treat our Representatives and all other Members and Guests with respect and patience.
- b. The Lounge is designed to be a peaceful, relaxing experience. As such, Members and Guests shall not play audio or video, shall refrain from loud conversations, phone calls, and general disruption to other Members and Guests as determined (solely without any right of appeal) by the management of the Participating Property or any of our other Representatives at any time.
- c. Members and Guests must wear reasonably appropriate attire and exercise reasonable personal hygiene at all times while accessing the Lounge.

- d. We are not responsible for, and you hereby indemnify us against us any Claim regarding, the failure of other Members, Guests, or other Persons to observe and adhere to the Terms, these Lounge Rules, or Applicable Law and any resulting damage, theft, or loss to your personal property or bodily injury to you or any of your Guests.

IV. **Our property and the property of others.**

- a. The Lounge is decorated and furnished for all visitors' enjoyment. Members and Guests are not to remove, harm, re-arrange, or destroy any of the furnishings in the Lounge.
- b. By using the Lounge, Members and Guests accept responsibility to pay the Participating Property to repair or replace any damage or loss to any furnishings in the Lounge due to any act or omission of the Member or Guest.
- c. To protect the value of Membership by maintaining a high level of cleanliness and order, Members and Guests are asked to refrain from placing feet on or reclining across Lounge furniture (except any ottomans or foot stools provided, if any).
- d. We are not responsible for any lost or stolen personal property of any Member or Guest and you are solely responsible for securing and watching your own property at all times while using the Lounge.

V. **Lounge Amenities.**

- a. We may provide complimentary amenities in the Lounge. These amenities are property of the Participating Property and are for the use or consumption of our Members or Guests while in the Lounge only. Such amenities are not to be taken outside of the Lounge at any time.

VI. **Alcohol**

- a. If alcohol is served in the Lounge at any time, any Member or Guest attempting to be served an alcoholic beverage must present to our Representative serving such beverage the required identification pursuant to Applicable Law proving that such Member or Guest is at least 21 years of age or older. We may exclude any Member or Guest who is not (or cannot show the requisite proof that they are) 21 years of age or older from access to the Lounge or access to certain portions of the Lounge at any time alcoholic beverages are being served in the Lounge pursuant to Applicable Law.
- b. We may limit the number of alcoholic beverages we serve to anyone at any time and we may refuse service of alcoholic beverages to anyone at any time for any or no reason without notice to you. We are not responsible to you and you are solely responsible and indemnify us against any liability you or you Guests may incur or any Claim of you, any of your Guests, or any third party including, without

limitation, any fine, penalty, personal injury, arrest, or property impoundment you or anyone else may experience related to your consumption of alcohol in the Lounge.