

**Simon Malls® \$1,000 Shopping Spree Sweepstakes
Official Rules**

NO PURCHASE OR TEXT NECESSARY. A PURCHASE, TEXT, OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

If you participate using text messages, message and data rates may apply. Text **STOP** to 74666 to opt out and to discontinue further participation in the Sweepstakes. Text **HELP** to 74666 for information. **Each text message, sent or received, may incur a charge as provided in your rate plan. If you opt-in to receive text communications from Sponsor, you agree to receive recurring messages each month from an automated system. Opting in is not required as a condition of purchasing goods or services.** Participation in the promotion is subject to the Sponsor's Privacy Policy and its Mobile Terms & Conditions: <http://www.simon.com/legal/privacy> and <http://www.simon.com/legal/mobile-text-help> respectively. You may not be able to participate by text messages through all wireless carriers.

1. Eligibility: The Simon Malls® \$1,000 Shopping Spree Sweepstakes (the "Sweepstakes") is open only to legal residents of the forty-nine (49) United States (excludes Rhode Island), the District of Columbia, and Puerto Rico who are at least eighteen (18) years old at the time of entry. Employees of Simon Management Associates II, LLC and its promotional partners, Merkle Inc., and their respective parent and affiliated companies, suppliers with respect to this Sweepstakes, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. No purchase necessary. The Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void in Rhode Island and where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules. Sponsor's and Administrator's decisions are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Simon Management Associates II, LLC ("Simon" or "Sponsor"), 225 West Washington Street, Indianapolis, IN 46204. **Administrator:** Merkle Inc., 3000 Town Center, Floor 21, Southfield, MI 48075.

3. Timing: The Sweepstakes begins on November 1, 2022 at 12:00 a.m. Eastern Time ("ET") and ends on October 31, 2023 at 11:59 p.m. ET (the "Promotion Period"). The Promotion Period consists of four (4) Entry Periods as described below.

Entry Period	Start Date (at 12:00 a.m. ET)	End Date (at 11:59 p.m. ET)	Postmark Date	Received By Date	Approximate Drawing Date
1	11/1/22	12/31/22	12/31/22	1/7/23	1/16/23
2	1/1/23	3/31/23	3/31/23	4/7/23	4/14/23
3	4/1/23	6/30/23	6/30/23	7/7/23	7/14/23
4	7/1/23	10/31/23	10/31/23	11/7/23	11/14/23

Sponsor's computer is the official time keeping device for this Sweepstakes.

4. How to Enter: There are six (6) methods of entry as defined below:

a. Opt-in to Mobile Messaging: During the Promotion Period, you may opt-in to mobile messaging by providing Sponsor with your valid phone number. For providing your mobile number and agreeing to mobile messaging via text message through your device through one (1) of the methods described below, you will automatically receive one (1) entry into the applicable Entry Period drawing as well as all subsequent Entry Period drawings. You may provide your opt-in to mobile messaging in one (1) of the following four (4) ways:

i. By Text: During the Promotion Period, text a code (including both *alphabetic and numeric characters*) found on mall signage, on simon.com, heard on the

radio (in limited markets), or as directed by digital communications that you have previously opted-in to, including but not limited to, emails, social media posts or texts. Once you have located a keyword, text the keyword to 74666 using a two-way text messaging capable device to opt-in to mobile messaging from Sponsor.

ii. **Simon Mall Website:** You can opt-in to mobile messaging online by visiting www.simon.com and following the links and instructions to sign up for email messaging from Simon. Complete and submit the registration form, which will include providing your mobile number.

After entering through methods i-ii, you will receive a text message to your mobile number confirming that you agree to opt-in to Mobile Messaging.

Text **STOP** to 74666 to opt-out. Text **HELP** to 74666 for help. **Message and data rates apply. If you opt-in to the Mobile Shopping Club, you agree to receive recurring messages each month from an automated system. Opting-in is not required as a condition of purchasing goods or services. Text-messaging may not be available through all wireless carriers. Compatible major carriers include AT&T, Verizon Wireless, Sprint, and T-Mobile USA.** Participation in the Sweepstakes is subject to the Sponsor's Privacy Policy and its Mobile Terms & Conditions: <http://www.simon.com/legal/privacy> and <http://www.simon.com/legal/mobile-text-help> respectively.

b. Opt-in to Email Messaging: During the Promotion Period, you may opt-in to email messaging by providing Sponsor with your valid email address. For providing your email address through a method described below, you will automatically receive one (1) entry into the applicable Entry Period drawing as well as all subsequent Entry Period drawings. You may provide your email address to Sponsor in one (1) of the following four (4) ways:

i. **Simon.com Website:** You can opt-in to email messaging online by visiting www.simon.com to become sign up for email messaging from Simon. Follow the links and instructions to complete and submit the registration form.

ii. **By Text:** During the Promotion Period, visit a participating Simon mall to locate a keyword on various advertisements throughout the Simon mall that will allow you to opt-in to email messaging. If you cannot find a Simon mall advertisement with a keyword, you can also learn the keyword at the Simon Management Office. Once you have located a keyword, text the keyword followed by your email address to 74666 using a two-way text messaging capable device to opt-in to email messaging from Sponsor. Text **STOP** to 74666 to opt-out. Text **HELP** to 74666 for help. **Message and Data rates may apply. Compatible major carriers include AT&T, Verizon Wireless, Sprint, and T-Mobile USA. Opting in is not required as a condition of purchasing goods or services.** Participation in the Sweepstakes is subject to the Sponsor's Privacy Policy and its Mobile Terms & Conditions: <http://www.simon.com/legal/privacy> and <http://www.simon.com/legal/mobile-text-help> respectively.

iii. **Official Simon Entry Form:** Visit the Simon Management Office at a participating Simon mall location, or various events at the participating Simon mall, and locate an official entry form. Complete the form, including your email address. Place the paper form in the designated receptacle, or hand it to a Simon mall representative. Where available, you may also complete and submit the registration form through a tablet computer.

You may unsubscribe from email communications from the Sponsor at any time, and this will not impact your Sweepstakes entries.

c. Respond to Surveys: During the Promotion Period, Sponsor may send email or text message

survey questions to entrants who have previously opted in to email or mobile messaging. If you are the original recipient of an email or text message from Sponsor and respond to the survey questions, you will receive one (1) entry into the applicable Entry Period drawing as well as all subsequent Entry Period Drawings. **Message and data rates apply. Text-messaging may not be available through all wireless carriers.** Text **STOP** to 74666 to opt-out. Text **HELP** to 74666 for help. Participation in the Sweepstakes is subject to the Sponsor's Privacy Policy and its Mobile Terms & Conditions: <http://www.simon.com/legal/privacy> and <http://www.simon.com/legal/mobile-text-help> respectively.

d. Respond to Texts or Emails Requesting your Favorite Simon Mall: During the Promotion Period, Sponsor may send email or text messages asking entrants who have previously opted in to receive email or mobile messaging to provide their favorite Simon Mall. If you are the original recipient of an email or text message from Sponsor and respond with your favorite Simon Mall, you will receive one (1) entry into the applicable Entry Period drawing as well as all subsequent Entry Period drawings. **Message and data rates apply. Text-messaging may not be available through all wireless carriers.** Text **STOP** to 74666 to opt-out. Text **HELP** to 74666 for help. Participation in the Sweepstakes is subject to the Sponsor's Privacy Policy and its Mobile Terms & Conditions: <http://www.simon.com/legal/privacy> and <http://www.simon.com/legal/mobile-text-help> respectively.

e. Free Mail-In Method of Entry: To enter without opting in to either email or text messaging from Sponsor, hand print your name, address, day and evening phone numbers, email address, and age on a 3" x 5" piece of paper and mail it with proper postage to "Simon Malls \$1,000 Shopping Spree Sweepstakes", c/o Merkle Inc., P.O. Box 5022, Department 850560, Kalamazoo, MI 49003-5022. You will receive one (1) Sweepstakes entry into the applicable Entry Period drawing as well as all subsequent Entry Period drawings. Limit: One (1) request per envelope; each entrant may receive a maximum of five (5) entries through this method of entry each Entry Period. All mail-in entries must be handwritten. All mail-in entries must be post marked and received by the dates specified in Section 3 above to be included in the applicable Entry Period drawing. All requests become the exclusive property of Sponsor, and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due requests, which will be disqualified.

Limit: Each entrant may receive up to five (5) entries by a combination of methods described above into all Entry Period drawings. Multiple entrants are not permitted to share the same email address or text-messaging capable device. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, text-messaging capable devices, identities, registrations and logins, or any other methods will void that entrant's entries, and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or entry, the authorized account holder of the email address or the text-messaging capable device used to register will be deemed to be the registrant or player. The "authorized account holder" of an email address is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The "authorized account holder" of a text-messaging capable device is the natural person in whose name the device has been issued and the services are billed. Potential winners may be required to show proof of being the authorized account holder.

5. Winner Determination and Verification: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of potential winners are final and binding in all matters related to the Sweepstakes. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Administrator will randomly select one (1) potential Sweepstakes winner from all eligible entries during each Entry Period on or around the dates listed in Section 3 above. Non-winning entries

will be included in all subsequent Entry Period drawings. The potential winners will be notified by email or phone after the date of random drawing. Each potential winner (parent/legal guardian if winner is a minor in his/her state of residence) will be required to complete, sign and submit a Declaration of Compliance, Liability and, where not prohibited, a Publicity Release within five (5) days of the date notice or attempted notice is sent in order to claim his/her prize. If a potential winner cannot be contacted or fails to submit the Declaration of Compliance, Liability and Publicity Release within the required time period, or prize is returned as undeliverable, potential winner forfeits prize. In the event that a potential winner is disqualified for any reason, Sponsor will award the prize to an alternate winner by random drawing from among all remaining online entries. There will be three (3) alternate drawings after which the prize will remain unawarded. Prizes will be fulfilled 8-10 weeks after the conclusion of each Entry Period drawing.

6. Prizes: FOUR (4) GRAND PRIZES (one (1) per Entry Period): \$1,000 Simon Giftcard® (standard Giftcard terms and conditions apply). Approximate Retail Value ("ARV"): \$1,000. Odds of winning a prize depend on the number of eligible entries received during each Entry Period. No cash equivalent and all prizes are non-transferable, and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute any listed prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Limit: One (1) prize per person. TOTAL ARV OF ALL PRIZES: \$4,000.

7. Release: By receipt of any prize, winner agrees to release and hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize.

8. Publicity: Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsor's and its agents' use of winner's name, city, state, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment, permission, or consideration.

9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Sweepstakes, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance and may modify the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

10. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in cellular networks, phone lines, or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize.

If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

11. Disputes: You agree that any claim or dispute at law or equity that has arisen or may arise relating in any way to or arising out of the Sweepstakes, the Official Rules, or the Sponsor's mobile terms and conditions will be resolved in accordance with the provisions set forth in this Dispute Resolution section. Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved.

You agree that whenever you have a disagreement with Sponsor or Administrator arising out of, connected to, or in any way related to the Sweepstakes, the Official Rules, or the Sponsor's mobile terms and conditions, you will send a written notice to the Administrator ("Demand"). You agree that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before you accepted these Official Rules or the Sponsor's mobile terms and conditions. You must send the Demand to the following address (the "Notice Address"): Legal Department, Merkle Inc., 3000 Town Center, Floor 21, Southfield, MI 48075. You agree that you will not take any legal action, including filing a lawsuit or demanding arbitration, until 10 business days after you send a Demand. If the disagreement stated in the Demand is not resolved to your satisfaction within 10 business days after it is received, and you intend on taking legal action, you agree that you will file a demand for arbitration with the American Arbitration Association (the "Arbitrator"). This arbitration provision limits the ability of you, Administrator, and Sponsor to litigate claims in court and you, Administrator, and Sponsor each agree to waive your respective rights to a jury trial or a state or federal judge. You agree that you will not file any lawsuit against Administrator or Sponsor in any state or federal court. You agree that if you do sue in state or federal court, and Administrator or Sponsor brings a successful motion to compel arbitration, you must pay all fees and costs incurred by Administrator and Sponsor in court, including reasonable attorney's fees. For any such filing of a demand for arbitration, you must effect proper service under the rules of the Arbitrator, and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, you may file your case with any national arbitration company. The Arbitrator shall apply the AAA Consumer Arbitration Rules effective September 1, 2014 (as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. You agree that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with Administrator or Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate.

You agree that you will not file a class action or collective action against Administrator or Sponsor and that you will not participate in a class action or collective action against them. You agree that you will not join your claims to those of any other person. Notwithstanding any other provision in the Official Rules, or the Sponsor's mobile terms and Conditions, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in a court. Under no circumstances do you, Administrator, or Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration. Administrator and Sponsor agree that we will submit all disputes with you to arbitration before the Arbitrator.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Administrator, and Sponsor in connection with the Sweepstakes, or any claim or dispute that has arisen or may arise between you, Administrator and Sponsor, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules.

12. Entrant's Personal Information: Information collected from entrants is subject to the Sponsor's Privacy Policy (<http://www.simon.com/legal/privacy>).

13. Winner List: For the Winner List, [click here](#). The Winner List will be posted after winner confirmation is complete.

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