

## Simon Mega Merry \$25,000 Sweepstakes Official Rules

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

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 and you may opt-out at any time. 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.

**1. Eligibility:** Simon Mega Merry \$25,000 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, its promotional partners, Merkle Inc., and any of their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void in Rhode Island and where prohibited.

**1. 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.

**2. Agreement to Official Rules:** Participation in this Sweepstakes 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 this Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**3. Timing:** The Sweepstakes begins on November 2, 2022 at approximately 5:00 p.m. Eastern Time ("ET") and ends on December 31, 2022 at 11:59 p.m. ET (the "Promotion Period"). Sponsor's servers are the official time-keeping devices for this Sweepstakes.

**4. How to Enter:** During the Promotion Period, take any of the following actions to participate in the Sweepstakes:

- a) **Simon.com:** Visit [www.simon.com/MegaMerrySweepstakes](http://www.simon.com/MegaMerrySweepstakes) and follow the directions to submit your email address within the registration form to become a Mall Insider. You will automatically receive one (1) Sweepstakes entry. By completing the registration form, you are also agreeing to receive email marketing messaging from Simon Property Group. You may withdraw your consent at any time without affecting your Sweepstakes entry. If you are already a Mall Insider, follow the instructions in the Sweepstakes email to confirm your email address to automatically receive one (1) Sweepstakes entry. Limit: One (1) entry per person via this method.
- b) **Opt-in to Mall Insider Mobile Messaging:** As part of the sign-up, you may opt-in to mobile messaging by providing Sponsor with your valid phone number at registration using your mobile device to text MEGA to 74666. For providing your mobile number and agreeing to mobile messaging via text message through your device, you will automatically receive one (1) Sweepstakes entry. Limit: One (1) entry per person via this method.
- c) **Become a VIP Shopper Club Member:** Visit [www.premiumoutlets.com/vip/register](http://www.premiumoutlets.com/vip/register) and follow the directions to submit your email address within the registration form to become a VIP Shopper Club member. You will automatically receive one (1) Sweepstakes entry. By completing the registration form, you are also agreeing to receive email marketing messaging from Simon Property Group. You may withdraw your consent at any time without affecting your Sweepstakes entry. If you are already a VIP Shopper Club member, follow the instructions in the Sweepstakes email to confirm your email address to automatically receive one (1) Sweepstakes entry. Limit: One (1) entry per person via this

method.

- d) **Opt-in to VIP Shopper Club Mobile Messaging:** As part of the VIP sign-up, you may opt-in to mobile messaging by providing Sponsor with your valid phone number at registration. For providing your mobile number and agreeing to mobile messaging via text message through your device, you will automatically receive one (1) Sweepstakes entry. Limit: One (1) entry per person via this method.

For methods b and d: 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 mobile messaging, 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 Alltel Wireless, AT&T, Boost Mobile, Cricket, MetroPCS, Sprint, T-Mobile®, TracFone, U.S. Cellular, Verizon Wireless and Virgin 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.

- e) **Free Mail-In:** 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 Mega Merry \$25,000 Sweepstakes", c/o Merkle Inc., P.O. Box 5011, Department 855296, Kalamazoo, MI 49003-5011. You will receive one (1) Sweepstakes entry. Limit: One (1) request per envelope; each entrant may receive a maximum of four (4) entries through this method of entry. All mail-in entries must be handwritten. All mail-in entries must be post marked by December 31, 2022 and received by January 7, 2023 to be included in the Sweepstakes 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 four (4) total Sweepstakes entries by any combination of the methods listed above. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entry and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration or entry, the authorized account holder of the email address used to register will be deemed the entrant. 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. 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 the potential winners is final and binding in all matters related to the Sweepstakes. Each potential winner 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 the potential Sweepstakes winners from all eligible entries received during the Promotion Period on or around January 18, 2023. Each potential winner will be notified by email soon thereafter. 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.

**6. Prize: TEN (10) GRAND PRIZES:** Ten (10) Grand Prize winners will each receive \$2,500 in Simon Giftcards®. Terms and conditions of gift card/s apply. Approximate Retail Value ("ARV"): \$2,500.

Winner is responsible for all taxes and fees associated with prize receipt and/or use. Prizes will be fulfilled 8-10 weeks after winners are confirmed. TOTAL ARV OF ALL PRIZES: \$25,000.

**7. Release:** By receipt of any prize, winner agrees to release and hold harmless the Sponsor, Administrator, and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, 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 Sweepstakes or receipt or use or misuse of any prize.

**8. Publicity:** Acceptance of any prize shall constitute and signify each winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, photograph, voice, opinions, Submission, and/or prize information in connection with the Sweepstakes for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

**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 Sweepstakes 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:** Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded 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 Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, 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 Sponsor in connection with the

Sweepstakes, 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 (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

**12. Entrant's Personal Information:** Information collected from entrant is subject to Sponsor's Privacy Policy: <https://www.simon.com/legal/privacy>.

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

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