

Simon and Psycho Bunny Sweepstakes Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

BY PARTICIPATING IN THIS SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING. WITHOUT LIMITATION, THIS CONTRACT PROVIDES FOR INDEMNIFICATION OF THE SPONSOR AND OTHER RELEASED PARTIES BY YOU, A CLASS ACTION AND JURY TRIAL WAIVER, A REQUIREMENT THAT MOST DISPUTES BE SETTLED BY MANDATORY BINDING ARBITRATION, AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. Eligibility: Simon and Psycho Bunny 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.

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. 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.

4. Timing: The Sweepstakes begins on April 5, 2023 at approximately 3:00 p.m. Eastern Time ("ET") and ends on April 18, 2023 at 11:59 p.m. ET (the "Promotion Period"). Sponsor's servers are the official time-keeping devices for this Sweepstakes.

5. How to Enter: During the Promotion Period, visit www.simon.com/psychobunnygiveaway2023 and follow the directions to submit your name and email address within the registration form. 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 and Psycho Bunny Inc. You may withdraw your consent to receive email marketing messaging at any time without affecting your Sweepstakes entry.

Limit: Each entrant may receive one (1) Sweepstakes entry by registering at the website listed during the entire Promotion Period. 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. All entries become the sole and exclusive property of Sponsor and will not be acknowledged or returned. 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.

6. 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. The 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 the potential Sweepstakes winners from all eligible entries received during the Promotion Period on or around April 26, 2023. The potential winners will be notified by email soon thereafter. If a potential winner cannot be contacted or provide any other requested information within the required time period, or the prize is returned as undeliverable, the potential winner forfeits the prize. If a potential winner is disqualified for any reason, Sponsor will award the prize to an alternate winner by random drawing from among all remaining entries. There will be three (3) alternate drawings after which the prize will remain unawarded.

7. Prize: THREE (3) GRAND PRIZES: Each of three (3) Grand Prize winners will receive one (1) \$300 Psycho Bunny gift card ("prize"). Terms and conditions of gift card apply. Retail Value: \$300 per each prize.

Prize will be fulfilled 8-10 weeks after winners are confirmed.

All expenses and costs not expressly listed in these Official Rules are the sole responsibility of the verified winner(s). Verified winner(s) will be responsible for all other expenses relating to the receipt and use of the prize. Prizes are nontransferable and may not be substituted or redeemed for cash by verified winner(s). Sponsor reserves the right to substitute a prize, in whole or in part, for one of equal or greater value. All federal, state, and local taxes are solely the responsibility of verified winner(s). Odds of winning a prize depend on the number of valid and eligible entries received during the Promotion Period.

Sponsor is not responsible for any change of email address and/or mailing address of entrants, nor is Sponsor responsible for any lost or damaged mail.

8. Release: By receipt of any prize, winner agrees to release and hold harmless the Sponsor, Administrator, Psycho Bunny Inc., and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent and affiliate 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.

9. 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.

10. Verification of Potential Winner: POTENTIAL WINNER'S ELIGIBILITY IS SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. Any potential winner must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. Sponsor may run a background check on any potential winner. The potential winner may be required to execute and return to Sponsor for its receipt within five (5) business days of notification, a Declaration of Compliance (where permitted by law) (collectively, the "Declaration") in order to claim his/her prize. Sponsor may, but is not obligated to, exercise its rights under such Declaration. In the event: (a) potential winner cannot be reached for whatever reason after a reasonable effort has been exerted or the potential winner notification or Declaration is returned as undeliverable; (b) potential winner declines or cannot accept, receive or use the prize for any reason; (c) of noncompliance with the above or within any of the aforesaid time periods; (d) potential winner is found to be ineligible to enter the Sweepstakes or receive the prize; (e) potential winner cannot or does not comply with the Official Rules; or (f) potential winner fails to fulfill the Declaration-related obligations, the potential winner shall be disqualified from the Sweepstakes and an alternate potential winner may be selected, at Sponsor's sole discretion, from among the other eligible entries received. Sponsor reserves the right to modify the notification and Declaration procedures in connection with the selection of alternate potential winner, if any. Potential winner will be contacted by email using the email address used to enter the Sweepstakes. Failure to respond to the initial verification contact within forty-eight (48) hours of notification may, in Sponsor's sole discretion, result in disqualification and a new potential winner may be selected by Sponsor from all remaining valid entries.

11. 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.

12. 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.

13. 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.

14. Severability: In the event any provision of these Official Rules is determined to be void or unenforceable, such determination shall not affect the remainder of these terms, which shall continue to be in force.

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

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