

## Simon® and JCPenney Sweepstakes Official Rules

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

**1. Eligibility:** Simon® and JCPenney Sweepstakes (the "Sweepstakes") is open only to legal residents of the forty-nine (49) United States (excludes Rhode Island) and Puerto Rico, and the District of Columbia 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 ("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 November 8, 2023 at approximately 9:00 p.m. Eastern Time ("ET") and ends on November 22, 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/BeckhamxJCPgiveaway](http://www.simon.com/BeckhamxJCPgiveaway) 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 JCPenney. You may withdraw your consent at any time without affecting your Sweepstakes entry.

Limit: Each entrant may receive one (1) Sweepstake entry by registering at the website listed. 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.

**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. 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 November 29, 2023. Each potential winner will be notified via the email address provided at entry and will be required to return any requested information (if applicable) which must be received by Administrator within three (3) days of the date notice or attempted notice is first sent, in order to claim the prize. If a potential winner cannot be contacted, or does not 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: FIVE (5) GRAND PRIZES:** Each Grand Prize winner will receive one (1) \$250 JCPenney gift card (terms and conditions apply) and one (1) autographed bottle of David Beckham cologne (size determined by Sponsor in its sole discretion). Approximate Retail Value: \$304.99.

Winner is responsible for all taxes and fees associated with prize receipt and/or use. Prize will be fulfilled 8-10 weeks after winners are confirmed. Prize, or any element thereof, may not be sold, auctioned, bartered, assigned, exchanged, commercially transferred or donated, or otherwise placed into unauthorized commercial channels of distribution.

**8. Release:** By receipt of any prize, winner agrees to release and hold harmless the Sponsor, Administrator, Penney OpCo LLC, Coty, Inc., 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.

**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. 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.

**11. 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.

**12. 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.

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

**14. Winners List:** For a list of winners, [click here](#). The winners list will be posted after the confirmation of all winners is complete.

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