## Back-to-School Sweepstakes Official Rules

## NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

**1. Eligibility:** The Back-to-School Sweepstakes (the "**Sweepstakes**") is open only to legal residents of the forty-nine (49) United States (excludes Rhode Island) 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 and its 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 by law. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth in these Official Rules.

**2. Sponsor:** Simon Management Associates II, LLC ("**Sponsor**"), 225 West Washington Street, Indianapolis, IN 46204.

**3. Timing:** The Sweepstakes begins on Monday, July 17, 2023 at 12 p.m. Eastern Time ("ET") and ends on Friday, September 15, 2023 at 11:59 p.m ET (the "**Promotion Period**"). Sponsor's servers are the official time- keeping devices for the Sweepstakes.

**4. How to Enter:** To enter the Sweepstakes, visit <u>www.simon.com</u> and use the search feature to access the subsite of any one (1) of the following Shopping Centers: Woodfield Mall (<u>https://www.simon.com/mall/woodfield-mall</u>), Chicago Premium Outlets (<u>https://www.premiumoutlets.com/outlet/chicago</u>), Fashion Mall at Keystone (<u>https://www.simon.com/mall/the-fashion-mall-at-keystone</u>), and Southdale Center (<u>https://www.simon.com/mall/southdale-center</u>) (each a "**Participating Property**" and collectively the "**Participating Properties**"). On the Participating Property's subsite, look for the "**Which 90's Sitcom Mom Are You?**" quiz. Follow the link and instructions to take the quiz and complete the registration form, including your name and email address, and you will automatically receive one (1) Sweepstakes entry.

By providing your email address, you will be opted-in to receive email messaging from Sponsor; however, if you have previously opted-out of receiving email messaging from Sponsor, you will not be added back to the email list by registering for the Sweepstakes.

<u>Limit</u>: You may enter no more than one (1) time during the Promotion Period for only one (1) Participating Property. Multiple entrants are not permitted to share the same email account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email accounts, by entering through more than one (1) Participating Property, 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 entries, which will be disqualified. In the event of a dispute as to any entry, the authorized account holder of the email account used to register will be deemed

to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses. Each potential winner may be required to show proof of being the authorized account holder.

**5. Drawings:** Sponsor will randomly select the potential Sweepstakes winner from all eligible entries received during the Promotion Period. There will be one (1) prize winner among all Participating Properties. The potential winner will be notified by email after the date of random drawing, on or around Monday, September 18, 2023. If a potential winner of the prize cannot be contacted, fails to provide any other requested information, within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits his/her prize. Receiving a prize is contingent upon compliance with these Official Rules. 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 eligible entries.

## 7. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF THE PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL SWEEPSTAKES WINNER HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

**8. Prizes:** One (1) winner will receive a \$1,000 Simon Giftcard® (standard gift card terms and conditions apply), the approximate retail value ("**ARV**") of the prize is \$1,000.

The prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize for one of equal or greater value if the designated prize should become unavailable for any reason. Lost, mutilated, or stolen gift cards, vouchers or certificates will not be replaced. By accepting the prize, winner agrees to abide by any terms, conditions, and restrictions provided by the gift card. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning the prize depend on the number of eligible entries received during the Promotion Period. Limit: one (1) prize.

**9. Release:** By receipt of any prize, winners agree to release and hold harmless Sponsor, Simon Property Group, Inc., Simon Property Group L.P., Simon Brand Ventures, LLC and their respective 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.

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

**11. General Conditions:** Sponsor reserves the right to cancel, suspend, and/or modify the Sweepstakes, or any part of the Sweepstakes, if any fraud, technical failures, human error, or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in Sponsor's sole discretion. In such event, Sponsor, in Sponsor's sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for the prize offered herein. Sponsor reserves the right, in Sponsor's sole discretion, to disqualify any individual Sponsor 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 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; (5) late, lost, undeliverable, damaged or stolen entries; or (6) 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 the 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 such substitute entry 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, un-awarded, eligible prize claims.

**13. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or the prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Southern District of Indiana or the appropriate Indiana State Court located in Marion County, Indiana; (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 Indiana without giving effect to any choice of law or conflict of law rules (whether of the State of Indiana or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Indiana.

**14. Entrant's Personal Information:** Information collected from entrants is subject to the Sponsor's Privacy Policy, available at: <u>http://www.simon.com/legal/privacy</u>

**15. Winner List:** For a copy of these Official Rules or name of the prize winner(s), send a self-addressed stamped envelope postmarked by October 15, 2023 with your specified request to: Woodfield Mall, Director of Marketing & Business Development, 5 Woodfield Mall, Schaumburg, IL 60173.