

**Simon x Kate Spade New York Sweepstakes
Official Rules**

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

1. Eligibility: The Simon x Kate Spade New York 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, ("Sponsor"), its promotional partners, Merkle Inc. ("Administrator"), Tapestry, 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. (previously known as HelloWorld, Inc.), 3000 Town Center, Suite 2100, 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 December 16, 2024, at approximately 3:00 p.m. Eastern Time ("ET") and ends on December 31, 2024, at 11:59 p.m. ET (the "Promotion Period"). Sponsor's servers are the official time-keeping devices for the Sweepstakes.

5. How to Enter: During the Promotion Period, visit www.simon.com/katespadeholidaygiveaway ("Promotion Site") and follow the links and instructions to accurately complete and submit the registration form, including your first and last name, valid email address, and select your preferred Simon center. You will receive one (1) entry into the Sweepstakes. By completing the registration form, you are also agreeing to receive email marketing messaging from Simon Property Group, Kate Spade and Kate Spade Outlet. You may withdraw your consent at any time without affecting your Sweepstakes entry.

Limit: Each entrant may receive one (1) Sweepstakes entry by registering on the Promotion Site during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than one (1) entry by using multiple/different email addresses, 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. In the event of a dispute as to the identity of an entrant, Sponsor and Administrator will rely on the information submitted by the entrant to register for this Sweepstakes. If any additional information provided by entrant is inconsistent with the information provided at registration for this Sweepstakes, Sponsor and/or Administrator may disqualify such entrant and such disqualification may result in the forfeiture of any prizes won. Sponsor, in its discretion, may require additional documentation from entrant to show proof of entrant's identity.

6. Winner Determination and Verification: Administrator is an independent organization whose decisions as to the selection of the potential winners are final and binding. 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 January 7, 2025. The potential winners will be notified by Administrator at the email provided at registration soon thereafter. Potential winners will be required to provide their name, home mailing address (P.O. Boxes may not be permitted), and date of birth to confirm eligibility and for purposes of prize fulfillment within three (3) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner cannot be contacted or fails to provide any 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. Prizes, Approximate Retail Value (“ARV”), and Odds of Winning:

- A. Prizes:** FIVE (5) GRAND PRIZES: Each Grand Prize winner will receive one (1) \$500 Kate Spade New York gift card, fulfilled by mail. Gift card cannot be redeemed for cash and terms and conditions apply (see back of card for details). ARV each prize: \$500.
- B. Total ARV:** The total ARV of all available prizes in the Sweepstakes is \$2,500.
- C. Odds of Winning:** The odds of winning a prize depend on the total number of eligible entries received during the Promotion Period.

Additional Prize Terms: 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 a 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. All other costs and expenses associated with acceptance of the prize that are not expressly set forth herein shall be solely the winner’s responsibility. Prizes are provided “as is” without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Prizes will be fulfilled approximately 8-10 weeks after winners are confirmed.

8. Release: By receipt of any prize, winners agree to release and hold harmless Sponsor, Tapestry, Inc., Administrator, 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 any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Sweepstakes and/or acceptance, use, inability to use, misuse or redemption of a prize (including any injury or harm related thereto).

9. Publicity: Except where prohibited, participation in the Sweepstakes constitutes each 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, 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. Sponsor is not obligated to use any of the above-mentioned information or publicity materials but may do so and edit such information or materials at its sole discretion, without further obligation or compensation.

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, 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, including but, not limited to submitting fraudulent entries, 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. In no event will more prizes than are stated in these Official Rules be awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received. In the event there is a discrepancy or inconsistency between any other statements contained in any Sweepstakes-related materials and the Official Rules as posted on the Promotion Site, the Official Rules as posted on the Promotion Site shall prevail, govern, and control.

11. Limitations of Liability: The Released Parties are not responsible for: (a) any incorrect or inaccurate information either caused by printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes or provided by entrants; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections to the internet, in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the Sweepstakes, including but not limited to the entry process; (d) technical or human error which may occur in the administration of the Sweepstakes, including but not limited to the processing of entries; (e) late, lost, undeliverable, damaged or stolen mail; or (f) 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 to the receipt, use, inability to 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.

12. Disputes: Except where prohibited, entrant agrees that: (a) 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 or the appropriate Michigan State Court located in Oakland County, Michigan; (b) 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 (c) 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. Severability: If the application of any provision of these Official Rules to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (a) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of these Official Rules, shall not in any way be affected or impaired thereby; and (b) such provision shall be enforced to the maximum extent possible. In addition, if any provision contained in these Official Rules shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.

14. Entrant's Personal Information: Information collected from entrants is subject to Sponsor's [Privacy Policy](#).

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