Comment to Win – Holiday Giveaway Instagram Promotion Woodfield Mall

Official Rules and Regulations

REGISTRATION: This promotion ("Promotion") takes place from Monday, December 2, 2024, at 10:00 a.m. CDT through Tuesday, January 6, 2025 until 10:00 a.m. CDT ("Promotion Period"). Participation in this Promotion constitutes your full and unconditional agreement to and acceptance of these Official Rules and decisions of Woodfield Mall, LLC (the "Sponsor") which are final in all respects.

Official time is based on the servers of Instagram.

HOW TO ENTER: To participate, you must have an Instagram account ("Social Account"). Social Accounts subject use/service. are free. but to their terms of which can be found at: https://www.instagram.com/about/legal/terms/.

Your Social Account settings must be set to "unprotected" and/or "public" in order for your posts/comments to be viewable by Sponsor and its agents. Posting content to Instagram requires a mobile device. Message and Data rates may apply. Please consult your wireless-service provider regarding its pricing plans.

On December 2, December 9, December 16, and December, 23 2024 Sponsor will post one (1) photo and/or caption along with a query on the Chicago Premium Outlets Instagram page for entrants to respond to (the "Public Post"). Limit one (1) entry per person during Promotion Period. Entrants are only eligible to win once during the Promotion Period.

To Enter:

During the Promotion Period, entrants must 1) log in to his/her personal Instagram account; 2) "Follow" Woodfield Mall page by visiting @woodfieldmall and clicking the "Follow" button; 3) "Like" the Public Post found on the @chipremoutlets page; 4) "Comment" on the Public Post in response to the query. You must "Like" the Public Post, "Comment" on the Public Post, "Follow" Woodfield Mall on Instagram, and be a legal resident of the state of Illinois to be eligible to win (collectively, these steps constitute the "Submission"). Limit one (1) Submission per person during the Promotion Period.

Sponsor and its agents retain sole discretion as to what constitutes inappropriate content and will disqualify any Submission if it believes that it fails to conform. Once an entrant comments on the Public Post during the Promotion Period, it is considered entrant's final Submission and may not be re-loaded, modified or re-submitted. All Submissions must be received during the Promotion Period to be eligible. Any Submissions received before or after the stated Promotion Period will not be eligible.

Content Restrictions: To the extent applicable to this Promotion:

• The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;

• The Submission must not contain content created by a third party, such as images or artwork;

• The Submission must not contain brand names or trademarks other than those owned by Sponsor, which entrant has a limited license to use in his/her Submission in this Promotion;

• The Submission must not disparage Sponsor or any other person or party;

• The Submission must not contain material that is inappropriate, offensive, indecent, obscene, tortious, defamatory, or libelous;

• The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promote discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age; and

• The Submission must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state where Submission is created.

Limit: Each entrant may only Comment once on the Public Post with one (1) Social Account during the Promotion Period. Submissions received from any person or Social Account in excess of the stated limit will be void. Submissions generated by script, macro or other automated means are void. In the event of a dispute as to any Submission, the authorized account holder of the Social Account used to enter will be deemed to be the entrant and must comply with these Official Rules. Each entrant may be required to show proof of being an authorized account holder.

By using Instagram via your wireless mobile device (which may only be available via participating wireless carriers and is not required to enter the Promotion), standard text messaging and/or data rates may apply for each message sent or received from your handset according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Promotion. Participation in this Promotion by mobile device means that you understand that you may receive additional messages by mobile device relating to this Promotion, including notifying you if you are a winner, which may be subject to charges pursuant to your carrier's rate plan. Text messaging may not be available from all mobile phone service carriers and handset models. Mobile device service may not be available in all areas. Check your phone's capabilities for specific instructions. Entry into this Promotion does not constitute entry into any other promotion.

Any attempt by any entrant to obtain more than the stated number of Submissions by using multiple/different email addresses, identities, registrations and logins, or any other methods void that entrant's Submissions and the entrant will be disqualified. Entry in the Promotion will require completion of contact information. This information must be completed in full and disclosure of this information is being provided to Sponsor and not to Instagram. The email address you provide may be used by Sponsor to send you information and updates, in addition to receiving occasional company news, updates, related product or service information. We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information. Sponsor, its agents and affiliates are not responsible for undelivered, inaccurate or delayed Submissions, or for technical, hardware, or software failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmissions, or other errors or problems which may limit or affect a person's ability to participate in the Promotion whether human, mechanical, typographical, printing, electronic, network or otherwise, relating to or in connection with the Promotion, including, without limitation, errors which may occur in connection with the administration of the Promotion, the processing of Submissions, the announcement of the winner or in any promotion-related materials. Sponsor reserves the right, in its sole discretion to cancel, modify, or terminate the Promotion if fraud, misconduct or technical failures destroy or threaten the integrity of the Promotion, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the Promotion. Submissions received prior to 10:00 a.m. CDT on December 1, 2023 and after 10:00 a.m. CDT on December 26, 2023 are not eligible.

ELIGIBILITY: No purchase necessary to enter or win. Open only to legal residents of the state of Illinois who are 18 years of age or older at time of entry. Void where prohibited by law. Employees, agents and representatives of Sponsor, Instagram, Simon Property Group, its merchants, and their affiliates, suppliers, advertising, prize-sponsoring, or promotional agencies, and the immediate family members of such employees are not eligible to participate.

PRIZE & PRIZE RESTRICTIONS: Odds of winning depend upon the number of eligible Submissions received. On December 9, December 16, December 23, 2024 and January 6, 2025 at approximately 12:00 p.m. CDT, one (1) winner's name will be randomly selected from all eligible Submissions collected on Instagram from the Public Post during the Promotion Period. A designated official of Sponsor will conduct the drawing. Prize winners will receive the following prize packages (Total Approximate Retail Value ("ARV"): \$2002) (the "Prizes"):

One (1) Gifts for the Hostess(Dec 1) containing the following items (Total ARV: \$443):

- One (1) Fir Tree Cheeseboard (ARV \$48)
- Four (4) Fir Tree Marble Coaster (ARV \$40)
- One (1) Wooden Spreaders (ARV \$36)
- One (1) Espresso Martini Set (ARV \$80)
- One (1) Dish Towel Set of three (ARV \$28)
- One (1) Le Creuset Baking Dish Set of 3 (ARV \$195)
- One (1) Candle (ARV \$76)
- One (1) The Curated Board Book (ARV \$25)
- One (1) Friday Night Cocktail Book (ARV \$20)

One (1) Gifts for the Girlie Girl (Dec 9) containing the following items (total ARV: \$493):

- One (1) Pandroa sparkling bow gift set (ARV \$170)
- One (1) Bath & Bosy Works Candle (ARV \$26.95)
- One (1) Bath & Body Foaming Hand Soap(ARV \$7.95)
- One (1) Stanley (ARV \$35)
- One (1) Altar'd State Makeup Bag (ARV \$38)
- One (1) Clara Bow Mug (ARV \$28)
- One (1) Sephora Kayali Discovery Perfume Set (ARV \$25)
- One (1) Sephora Rare Beauty mini blush and luminze Trio (ARV \$35)
- One (1) Michael Kors Jet Set Small Two- Tone logo Crossbody (\$158)

One (1) Gifts for the Busy Bee (Dec 16) containing the following items (total ARV: \$492):

- One (1) Apple Airpods; (ARV \$179)
- One (1) Anthropologie Melie Bianco Lydia Tote ; (ARV \$118)
- One (1) Altar'd State Dainty Watch (ARV \$44.95)
- One (1) Chunky Layered Earrings (ARV \$24)
- One (1) Ohh Deer Daily Planner (ARV \$15)
- One (1) Swarovski Crystal Ballpoint Pen (ARV \$49)
- One (1) All Around Tumbler Hydro Flask (ARV \$34.95)
- One (1) Summer Fridays Lip Balm (ARV \$24)
- One(1) Ilia Mascara (ARV \$13)

One (1) Gifts for Homebody (Dec 23) containing the following items (Total ARV: \$489):

- One (1) Nordstrom Barefoot Dreams Robe (ARV \$100)
- One (1) Nordstrom Hatch Alarm Clock (ARV \$170)
- One (1) Macy's UGG Blanket (ARV \$88)
- One (1) Bath & Body Works Bubble Bath (ARV \$18)
- One (1)Bath & Body Works Shower Steamer (ARV \$18)
- One (1) Aerie Fuzzy Socks (ARV \$10)
- One (1) Sephora Laneige (ARV \$24)
- One (1) Anthropologie Candle (ARV \$38)

• One (1) Sephora Sheet Mask (ARV \$50)

Gift cards and gift certificates awarded as prizes are subject to each card's or certificate's respective terms and conditions. The American Express® Simon Giftcard® awarded as a prize is subject to standard terms and conditions applicable to the American Express® Simon Giftcard®, found at www.simongiftcard.com. Sponsor reserves the right, in its sole discretion, to substitute a prize or prizes of equal or greater value for the Prize. No other substitutions or cash equivalents allowed. Prize is non-transferable. PRIZE IS AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND EXPRESSED OR IMPLIED. Winner is solely responsible for reporting and paying any and all applicable federal, state, and local taxes and any additional fees associated with the Prize. All federal, state and local laws apply. Sponsor will not make any cash payment, for any reason, after winner is awarded his/her prize. All prizes will be awarded. All decisions of Sponsor are final and binding.

NOTIFICATION OF WINNER: The winner will be notified by public post and/or direct message on and from the Woodfield Mall's Instagram page. Winner must be able to execute and return an affidavit of eligibility/liability/publicity release ("Affidavit") as well as any other documents which may be requested and required by Sponsor to confirm eligibility and claim the prize. If selected winner cannot be reached within two (2) business days, fails to return the Affidavit and any other documents required by Sponsor, or does not meet eligibility requirements, subsequent drawings will be held from the remaining Submissions collected, until an eligible winner is found. Winner must claim his/her prize within fourteen (14) days of verification at the Woodfield Mall , Attn: Management Office, 5 Mall Drive Schamburg, IL 60173

LIMITATION OF LIABILITY & RELEASE: This Promotion is governed by the laws of the State of Indiana. By entering the Promotion, each entrant, on behalf of himself/herself, and his/her executors and heirs, agrees (a) to be bound and abide by these Official Rules and by all decisions of Sponsor, whose decision are final and not open to appeal, (b) to release, indemnify, defend and hold harmless Sponsor, Premium Outlet Partner, L.P., SPG Partners GP, LLC, SPG Member, LLC, The Retail Property Trust, Simon Property Group (Illinois), L.P., Charles Mall Company Limited Partnership, Simon Property Group (Delaware), Inc., Simon Property Group, L.P., Simon Property Group, Inc., Simon Brand Ventures, LLC, Instagram, and its and their respective agents, affiliates, employees, suppliers, and advertising, promotional, or judging agencies, and any prize-sponsoring agency (the "Released Parties") from any and all liability whatsoever with or related to the Promotion, including, without limitation, from any and all causes of action, liabilities, suits, claims (including but not limited to, third party claims that may be made against entrants, and claims arising out of or relating to acceptance, receipt, possession or use/misuse of any prize, or any publicity or other public exposure of entrants, including without limitation, claims concerning infringement or invasion of entrants' privacy or publicity rights, or defamation, or acts undertaken in preparation for, or participation in, the Promotion), cross-claims or counterclaims, costs, injuries, losses or damages or demands of any kind (including without limitation personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portraval in a false light) (collectively, "Claims"), WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF A RELEASED PARTY; (c) on behalf of himself/herself, and his/her executors and heirs that he/she has no right to bring, and covenants not to bring, any claim, action, or proceeding of any kind or nature whatsoever against the Released Parties; (d) to assume all risks, express or implied, associated with all Claims released above, including without limitation, all risks concerning entry into and participation in the Promotion; and (e) that NEITHER SPONSOR NOR ANY OF THE RELEASED PARTIES HAVE MADE OR MAKE OR ARE RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, RELATIVE TO THE PROMOTION OR A PRIZE, INCLUDING BUT NOT LIMITED TO, ITS QUALITY OR FITNESS OR MERCHANTABILITY, AND ALL PRIZES ARE TENDERED ON AN "AS IS" BASIS. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE OF ANY PROMOTIONS MATERIALS OF ANY PRIZE. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any promotion materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

Sponsor, its agents and affiliates are not responsible for undelivered, inaccurate or delayed Submissions, or for technical, hardware, or software failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmissions, or other errors or problems which may limit or affect a person's ability to participate in the Promotion, whether human, mechanical, typographical, printing, electronic, network or otherwise, relating to or in connection with the Promotion, including, without limitation, any delay experienced by entrants due to variations in the speed with which different cellular or Internet servers or connections receive, send and otherwise process digital information, or errors which may occur in connection with the administration of the Promotion, the processing of Submissions, the announcement of the winner or in any Promotion-related materials. Sponsor reserves the right, in its sole discretion, to cancel, modify, or terminate the Promotion if fraud, misconduct or technical failures destroy or threaten the integrity of the Promotion, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the Promotion. In such event, the Promotion shall be conducted from among all eligible Submissions received prior to cancellation, modification or termination. Proof of submitting a Submission will not deemed to be proof of receipt by Sponsor. Submissions will not be acknowledged or returned. Creating multiple Instagram Accounts in order to exceed the limits on Submissions permitted by these Official Rules may result in the disqualification of all Submissions from such accounts. All materials submitted become the property of Sponsor and will not be returned.

Without limiting anything set forth elsewhere in these Official Rules, in case of any dispute, Submissions will be deemed submitted by the Authorized Subscriber of the Instagram account used at the time of entry and entrants may be required to provide Sponsor with proof that he/she is such Authorized Subscriber. **"Authorized Subscriber"** is defined as the natural person who is in control of the Instagram account used at the time of entry. An entrant's Submission will be disqualified, at the sole discretion of Sponsor, if he/she attempts to (a) enter the Promotion through any means other than described in these Official Rules; or (b) disrupt the Promotion, circumvent the terms and conditions of these Official Rules, or in any way tamper with any component of the Promotion.

All federal, state and local laws apply to the Promotion.

This Promotion is in no way sponsored, endorsed, administered by, or associated with Facebook or Instagram. You understand that you are providing your information to Sponsor and agencies acting on its behalf with regard to this Promotion, and not to Instagram.

CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.

ENTRANT'S PERSONAL INFORMATION: Information collected from entrants is subject to the Sponsor's Privacy Policy, available at: <u>https://www.simon.com/legal/privacy</u>

WINNERS LIST: For a copy of these Official Rules, send a self-addressed stamped envelope, postmarked with your specified request to: Woodfield Mall, Attn: Management Office, 5 Mall Drive Schamburg, IL 60173