

Penn Square Mall Shopping Spree (the “Promotion”)

QR Code Promotion

Penn Square Mall

Official Rules and regulations

1. **PROMOTION:** This Promotion begins on Sunday, September 1, 2024, at 10:00 a.m. EDT and ends on Monday, November 25, 2024, at 11:59 p.m. EST (the “Promotion Period”). Participation in this Promotion constitutes your full and unconditional agreement to and acceptance of these Official Rules and Regulations and decisions of Penn Square Mall, LLC (the “Sponsor”) which are final and binding in all respects. Official time is based on Sponsor’s computer.
2. **HOW TO ENTER:** To participate in this Promotion, during the Promotion Period, entrants must visit Penn Square Mall, 1901 Northwest Expressway, Oklahoma City, OK 73118, during the Promotion Period, and locate and scan the QR Code on display at the following locations: Center Court, Upstairs Food Court, and Lower Dillard’s West Court (collectively, the “Registration Sites”). Entrants will only need to scan one QR Code from any of the Registration Sites for entry. Entrants will be directed to the following microsite to sign up for Sponsor’s Mall Insider program and to complete an entry form: <https://www.simon.com/mall/penn-square-mall>

Entrants will be required to provide the following information to enter: first name, last name, e-mail, Postal Code, and age (collectively, the “Entry”). Entrants must complete the Entry in its entirety to be eligible. Entries not completed in its entirety or successfully submitted will not be accepted.

Limit of one (1) Entry, per person, during the Promotion Period. Entries received from any entrant in excess of the stated limit will be void. Any attempt by an entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations, logins, or any other methods other than as described herein, including, but not limited to, commercial contest/sweepstakes subscription notification and/or entering services, will void that entrant’s Entry and will be disqualified.

Entries received before or after the Promotion Period are not eligible. Proof of submitting an Entry will not be deemed by the Sponsor as proof of entry into the Promotion. If entrants use a web-enabled mobile device to participate, data rates may apply (entrants should contact their service provider for data rates/plans). In the event of a dispute as to any Entry, the authorized account holder of the email address 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 providing your email address, entrants agree to receive ongoing email messages from Sponsor, Simon Property Group, Inc. (“Simon”), entities affiliated with Sponsor or Simon, and its/their retailers and stores including special offers, notice of sales, new store openings and features, contests, and other promotional announcements and offers by Sponsor and other Simon approved third parties. 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 your Entry is a potential 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.

3. **ELIGIBILITY: No purchase necessary to enter or win.** Only open to legal residents of the State of Oklahoma who are 18 years of age or older on or before the time of entry. Void where prohibited by law. Employees, agents and representatives of Sponsor; Simon; their merchants, affiliates, suppliers, advertising, prize-sponsoring, promotional, or judging agencies; and the immediate family members of such employees are not eligible to win. Odds on becoming a winner will be determined by the number of entries received.

4. **PRIZE & PRIZE RESTRICTIONS:** Odds of winning depend upon the number of eligible entries received during the Promotion Period. On Friday, November 29, 2024, one (1) potential winner's name will be randomly drawn from all eligible Entries received during the Promotion Period. A designated official of Sponsor will conduct the drawing(s). The winner will receive the following prize, awarded at random, and its Approximate Retail Value ("ARV"):

- A \$500 Shopping Spree at Penn Square Mall, 1901 Northwest Expressway, Oklahoma City, OK 73118, consisting of Penn Square Mall retailer gift cards, in varying amounts and awarded at random (Total ARV: \$500.00)

Prize may be subject to additional terms and conditions. See prize for more details. Gift cards and gift certificates awarded as prizes are subject to each card's or certificate's respective terms and conditions. Prize may not be sold, traded or transferred for commercial purposes. A Simon Giftcard® awarded as a prize is subject to standard terms and conditions applicable to the 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.** Winners are 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.

5. **NOTIFICATION OF WINNER:** The potential winner will be notified by email from Sponsor. The potential winner may be required to execute and return a liability release/indemnification agreement/publicity release/affidavit of eligibility ("Declaration") as well as any other documents which may be 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 Declaration and any other documents required by Sponsor, or does not meet eligibility requirements, the prize will be forfeited and subsequent drawings will be held from the remaining Entries collected, until an eligible winner is found. Winner must claim his/her prize within three (3) days of verification at the Penn Square Mall, 1901 Northwest Expressway, Oklahoma City, OK 73118. Winner hereby consents and agrees to the use of his/her name, Entry, photographs, and voice or likeness for broadcast and promotional purposes by Sponsor during and after the Promotion, without compensation by Sponsor.
6. **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, Penn Square Mall Limited Partnership, USC Penn Square, Inc., Simon Property Group, L.P., Simon Property Group, Inc., 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 portrayal 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 Entries, 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 any Entry, 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 Entries received prior to cancellation, modification or termination. Proof of submitting an Entry will not be deemed to be proof of receipt by Sponsor. Entry will not be acknowledged or returned. Creating multiple identities, email addresses, accounts, registrations, logins, or any other methods other than as described herein in order to exceed the limits on Entries permitted by these Official Rules may result in the disqualification of all Entries 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, an Entry will be deemed submitted by the authorized account holder of the email address used at the time of entry and entrants may be required to provide Sponsor with proof that he/she is such authorized account holder. An entrant’s Entry 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.

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.

7. **PRIVACY POLICY:** Information collected from entrants is subject to the Sponsor’s Privacy Policy, available at: <https://www.simon.com/legal/privacy>
8. **OFFICIAL RULES/WINNER LIST:** For a copy of these Official Rules or Winner List, send a self-addressed stamped envelope, postmarked by December 25, 2024 with your specified request to: Penn Square Mall, 1901 Northwest Expressway, Suite 1889, Oklahoma City, OK 73118.