

Holiday Cheer Instagram Giveaway
Instagram “Comment to Win” Promotion
Tulsa Premium Outlets
Official Rules and Regulations

REGISTRATION: This promotion begins on Monday, December 9, 2024 at 10:00 a.m. CST and ends on Sunday, December 13, 2024 at 11:59 p.m. CST (“Promotion Period”). Participation in this promotion constitutes your full and unconditional agreement to and acceptance of these Official Rules and decisions of Tulsa Premium Outlets, LLC (the “Sponsor”) which are final in all respects.

Official time is based on the server of Instagram.

HOW TO ENTER: To participate, you must have an Instagram account ("Social Account"). Social accounts are free, but subject to their terms of service 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 plans²**

At any time during the Promotion Period, Sponsor will post one (1) post featuring one (1) \$50 Auntie Anne’s gift card, (1) \$50 Sugar Llamas gift card. (\$50) Tea Bear and (1) \$50 Barbee Cookies gift card for entrants to respond to (the “Public Post”). **Limit one (1) entry per person per Promotion Period.**

To Enter:

During the Promotion Period, entrants must 1) log in to his/her personal Instagram account; 2) “Follow” the Tulsa Premium Outlets page by visiting @tulsa_po; and like the Holiday Cheer Giveaway post 3) comment on your favorite holiday dessert (“Submission”). You must “Follow” the Tulsa Premium Outlets page on Instagram, be a legal resident of the state of Oklahoma and comment on the Public Post to be eligible to win.

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 stated Promotion Period to be eligible. Any Submission received before or after the stated Promotion Period will not be eligible.

Content Restrictions:

- 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.

- 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.

Limits: Each entrant may only comment once on a 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), 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 entries by using multiple/different email addresses, identities, registrations and logins, or any other methods void that entrant's entries 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 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, errors which may occur in connection with the administration of the promotion, the processing of entries, 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. All entries must be received by 11:59 p.m. of the last day of the Promotion Period to be eligible.

ELIGIBILITY: No purchase necessary to enter or win. Only open to legal residents of the state of Oklahoma that are 18 years of age or older on or before at the 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 entries received. Within two (2) days of the conclusion of the Promotion Period, one (1) winner's name will be randomly selected from all Submissions collected on the Instagram Public Post. A designated official

of Sponsor will conduct the drawing. The winner will receive One (1) \$50 Auntie Anne's Gift Card, (1) \$50 Sugar Llamas Gift Card, (1) \$50 Tea Bear, and (1) \$50 Barbie Cookies Gift Card (Approximate Retail Value: \$200.00) ("Prize"). 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 on Tulsa Premium Outlets page and/or direct message via Instagram. If a selected winner cannot be reached within two (2) business days, or does not meet eligibility requirements, subsequent drawings will be held from the remaining entries collected, until an eligible winner is found. Winner must claim his/her prize within seven (7) days of verification at Tulsa Premium Outlets Management Office, at 801 E. Outlet Drive, Jenks, OK 74037. Winner must claim his/her prize during business hours Monday through Friday from 8:30 AM-5:00 PM.

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, Simon Property Group, L.P., Simon Property Group, Inc., 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 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 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 entries, 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. Submissions will not be acknowledged or returned. Creating multiple Instagram Accounts 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, entries 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 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 (<http://www.simon.com/privacypolicy.aspx>).

WINNERS LIST: For a copy of these Official Rules or name of the Winner, send a self-addressed stamped envelope, postmarked by December 31, 2024 with your specified request to: Tulsa Premium Outlets Management Office, ATTN: Holiday Cheer Instagram Promotion, 801 E. Outlet Dr., Jenks, OK 74037.