

**Comment to Win – Holiday 2024 – Kowalski’s  
Southdale Center  
Facebook Fan Promotion**

**Official Rules and Regulations**

**REGISTRATION:** This promotion begins on Monday, December 9, 2024, at 9:00 a.m. CST and ends on Friday, December 13, 2024, at 08:59 a.m. CST (the "Promotion Period"). Participation in this promotion constitutes your full and unconditional agreement to and acceptance of these Official Rules and decisions of Southdale Center, LLC (the “Sponsor”) which are final in all respects.

Official time is based on the servers of Facebook.

**HOW TO ENTER:** To participate, you must have a Facebook account ("Social Account"). Social accounts are free, but subject to their terms of service which can be found at: <https://www.facebook.com/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.

Sponsor will post one photo and/or caption along with a query featuring a \$100 Kowalski’s prize package on the Southdale Center Facebook page for entrants to respond to (the “Public Post”). **Limit one (1) entry per person during the Promotion Period.**

**To Enter:**

During the Promotion Period, entrants must: 1) visit [www.facebook.com](http://www.facebook.com) and log in to his/her personal account; 2) “Like” Southdale Center’s page by visiting <https://www.facebook.com/SouthdaleCenter> and clicking the “Like” button; and 3) “Comment” on the Public Post in response to the posted query (the “Submission”). You must ‘Like’ Southdale Center on Facebook, be a legal resident of the state Minnesota 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 entry if it believes that it fails to conform. Once an entrant comments on a Public Post during the Promotion Period, it is considered entrant’s final entry and may not be re-loaded, modified or re-submitted. All entries must be received during the Promotion Period to 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; 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.

**Limits: Each entrant may only comment once on a Public Post with one (1) Social Account during the Promotion Period.** Entries received from any person or Social Account in excess of the stated limit will be void. Entries generated by script, macro or other automated means are void. In the event of a dispute as to any entry, 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.

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 Sponsors and not to Facebook. The email address you provide may be used by Sponsors 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. Sponsors, their 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. Sponsors reserve the right, in their 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 8:59 a.m. CST 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 Minnesota 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, Facebook, 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. On Friday, December 13, 2024, one (1) winner's name will be randomly selected from all entries collected. A designated official of Sponsor will conduct the drawing. Winner will receive one Kowalski's prize package including a \$100 Kowalski's gift card and a Kowalski's 'Minnesota- themed' gift basket valued at \$70 (Total ARV: \$170). Gift cards and gift certificates awarded as prizes are subject to each card's or certificate's respective terms and conditions. The Visa Simon Giftcard® awarded as a prize is subject to standard terms and conditions applicable to the Visa Simon Giftcard®, found at [www.simongiftcard.com](http://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. Sponsors 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 the Southdale Center Facebook page. If 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 the Southdale Center Management Office, 10 Southdale Center, Edina, MN 55435. The Management Office is open Monday through Friday from 8:30 a.m. until 5:00 p.m. (CST).

**LIMITATION OF LIABILITY & RELEASE:** This promotion is governed by the laws of the State of Minnesota. 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., , Facebook 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 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. Entries will not be acknowledged or returned. Creating multiple Facebook 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 Facebook 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 Facebook account used at the time of entry. 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.

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

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/legal/privacy>).

**WINNERS LIST:** For a copy of these Official Rules or name of the Winner, send a self-addressed stamped envelope, postmarked by January 13, 2025 with your specified request to: Southdale Center Management Office, 10 Southdale Center, Edina, MN 55435.