Simon+ Sweepstakes Official Rules

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

Eligibility:

Simon+ Sweepstakes (the "Sweepstakes") is open only to legal residents of the 50 States (and the District of Columbia) of the United States of America (not including any of its territories such as Puerto Rico) ("U.S.") aged 18 years or older at the time of entry who are or become Simon+ Rewards Program Members at the time of entry. Membership in Simon+ is subject to the eligibility requirements of, and any capitalized terms used in these Official Rules that are not otherwise defined in these Official Rules have the meanings given them in, the Rewards Program Terms (please read them carefully before joining). To receive prizes valued at \$600 or more, entrant must be able to submit a valid IRS Form W-9. Employees of ShopSimon, LLC and Simon Media Properties, LLC (collectively, "Sponsor"), Merkle Inc. ("Administrator"), and 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.

Agreement to Official Rules; Entrants will be Disqualified for Violations:

Participation constitutes each entrant's full and unconditional agreement to these official rules ("Official Rules"). All federal, state, and local laws apply and is void where prohibited. Sponsor's and Administrator's decisions are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all the requirements set forth herein. 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" (defined below in the "How to Enter" Section), the Official Rules as posted on the Promotion Site shall prevail, govern and control. Entrants agree that they may not use or attempt to use any method to obtain more than the stated number of permissible entries using robotic, automatic, programmed, or any other means (including but not limited to using multiple/different email addresses, identities, registrations and logins or any other methods. Violation of any of these requirements will void all Sweepstakes entries of the person(s) responsible for such action and result in their disqualification from the Sweepstakes.

Sponsor/Administrator:

Sponsor: ShopSimon, LLC and Simon Media Properties, 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.

Timing:

The Sweepstakes begins on October 9, 2025 at 10:00 a.m. Eastern Time ("ET") and ends on November 13, 2025, at 9:00 a.m. ET (the "Promotion Period"). Sponsor's servers are the official time-keeping devices for the Sweepstakes.

How to Enter:

You must join the Simon+ Rewards Program to enter. The Simon+ Rewards Program is free to join but is subject to the <u>Rewards Program Terms</u> and <u>Privacy Policy.</u>

Take the following actions during the Promotion Period to enter. Visit www.simon.com/\$5kSweepstakes ("Promotion Site") and follow the links and instructions to accurately complete and submit the Registration Form to create your Simon+ Rewards Member Account. For first time registrants, enter your first and last name (initials are not sufficient), email address, and zip code and select your favorite Simon Malls®, Premium Outlets®, or the Mills® Center to join Simon+ Rewards. If you have an existing account in the Simon Mall Insider®, Premium Outlets VIP Shopper Club®, Simon Mobile Shopper Club® or ShopSimon™ program (collectively, an "Existing Simon Account"), visit the Promotion Site, enter the email address associated with your Existing Simon Account and follow the links and instructions to join Simon+. Upon joining Simon+ by either method you will receive 1 entry into the Sweepstakes.

Entry Limits:

You may receive 1 entry during the Promotion Period. Multiple entrants are not permitted to share the same email address or Simon+ Rewards Account. 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 enroll in the Simon+ Rewards Program. If any additional information provided by entrant is inconsistent with the information provided at enrollment into Simon+ Rewards, the 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.

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 November 18, 2025 and will notify potential winners by email provided at registration soon thereafter. Each potential Grand Prize winner (or parent/legal guardian if winner is a minor in their state of residence) will be required to sign and return a Declaration of Compliance, Liability Waiver and where not prohibited a Publicity Release ("Declaration") and an IRS Form W-9 which must be received by Administrator within 3 days of the date notice or attempted notice is sent, in order to claim the prize. Potential First Prize winners may be required to provide their name, home mailing address (P.O. Boxes not permitted) and date of birth to confirm eligibility and for purposes of prize fulfillment within 3 days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner of any prize cannot be contacted, fails to sign and return the Declaration, the IRS Form W-9, or provide any other requested information within the required time period (as applicable), or the prize is returned as undeliverable, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason or forfeits the prize, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only 3 alternate drawings will be held, after which the prize will remain unawarded.

Prizes:

Quantity, Description and Approximate Retail Value ("ARV"):

- **1 Grand Prize:** 1 winner will receive \$5,000, fulfilled as a check, intended to be spent at winner's favorite Simon Center. ARV: \$5,000.
- 10 First Prizes: 10 winners will each receive 1 \$500 prepaid card, intended to spent at winner's favorite Simon Center. Your use of the prepaid card is governed by the Cardholder Agreement, and some fees may apply. This is not a gift card. Please note that prepaid cards are subject to expiration, so pay close attention to the expiration date of the card. ARV: \$500 each.

Total ARV:

The total ARV of all available prizes offered in the Sweepstakes is \$10,000.

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 in the Sponsor's sole discretion should the prize become unavailable. In this case, a prize of equal or greater value will be offered. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Winners of a prize equal to or greater than \$600 will receive an IRS Form 1099 MISC reporting the actual value of the prize received. ARVs are determined as of the time these Official Rules were published and the value of a prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of the prize at the time the prize is awarded. 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 will be fulfilled approximately 8-10 weeks after conclusion of the Sweepstakes. Limit of 1 prize per person.

Release:

By receipt of any prize, winners agree to release and hold harmless Sponsor, Administrator and their respective subsidiaries, affiliates, suppliers, distributors, advertising and 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).

Publicity:

Except where prohibited, participation in the Sweepstakes constitutes each winner's consent and grant to Sponsor and its agents to use the following information about the winner (to the extent provided by winner as part of the entry or winner confirmation process): winner's name, city, state, likeness, photograph, Sweepstakes entry, social handle, voice, opinions and/or prize information for promotional advertising or other purposes, in any media without further notice, review, approval, payment or other consideration. Sponsor is not obligated to use any of the above-mentioned information or content but may do so and may edit these materials at its sole discretion, without further obligation or compensation. Sponsor will not use any of the above mentioned information in a manner that is inconsistent with its Privacy Policy or applicable law.

General Conditions:

Sponsor's Right to Modify or Cancel: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, including but not limited to fulfillment of the prize(s), where any of the following "Issues" occur:

- Fraud;
- Technical failures;
- Human error;
- Any other factor that 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, widespread illnesses, declarations of war, acts of God, acts of terrorism) that interferes with any aspect of the Sweepstakes, as determined by Sponsor in its sole discretion.
- Where one or more of the above Issues occurs, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of the Issue; and/or modify the prizes offered.

Sponsor's Right to Disqualify Entrants:

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 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.

Sponsor's Right to Limit Prizes Awarded to the Number Stated in these Rules:

In no event will more prizes than are stated in these Official Rules be awarded. If, for any reason, more prize notifications are sent than the number of prizes offered in these Official Rules, Administrator and Sponsor reserves the right to award only the stated number of prizes through a random drawing from among those entrants who were notified, confirmed to be eligible and where applicable, took the required action(s) to claim the prize.

Limitations of the Scope of Responsibility:

The Released Parties are not responsible for:

 Any incorrect or inaccurate information either provided by entrants or caused by printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes;

- Technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections to the internet, social media platforms, in phone lines or network hardware or software:
- Unauthorized human intervention in any part of the Sweepstakes, including but not limited to the entry process;
- Technical or human error which may occur in the administration of the Sweepstakes, including but not limited to the processing of entries;
- Late, lost, undeliverable, damaged or stolen mail; delayed or misdirected entries or failure to receive entries due to limitation of third-party social network platforms;
- Entries that are erroneously deleted, lost or destroyed or corrupted. In this case, entrants sole remedy is to take the required actions to receive another entry(s) in the Sweepstakes, if it is possible; or
- 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.

Disputes:

All disputes will be resolved as set forth in the <u>Dispute Resolution section of the ShopSimon Terms of Service</u> (incorporated by reference into the <u>Simon+ Rewards Program Terms</u>) which require, among other things, mandatory arbitration (including the required arbitration process and how to make a demand) and a class action waiver.

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:

- 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
- 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.

Entrant's Personal Information:

Information collected from entrants is subject to the Simon+ Privacy Policy.

Winner List:

See this <u>winner list</u> for the Sweepstakes winners. The winner list will be posted after winner confirmation is complete.

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