

## 30th Anniversary (the “Promotion”)

### Enter to Win

### The Westchester

#### Official Rules and Regulations

1. **PROMOTION:** This Promotion takes place from Saturday, March 5, 2025 at 12:00 a.m. EDT through and including Sunday, March 31, 2025, at 11:59 p.m. EDT (“Promotion Period”). Participation in this Promotion constitutes your full and unconditional agreement to and acceptance of these Official Rules and decisions of The Retail Property Trust (the “Sponsor”) which are final in all respects.

Official time is based on Sponsor’s official servers.

2. **HOW TO ENTER:** To participate in this Promotion, you must be 18 or older and a legal resident of the state of New York or the state of New Jersey, visit the Westchester’s 30<sup>th</sup> Anniversary promotional microsite and complete the digital entry form for a chance to win. There are four (4) methods to locate the microsite for entry:
  - i. The Westchester’s Website which can be found online at <https://www.simon.com/mall/the-westchester>
  - ii. Facebook at <https://www.facebook.com/TheWestchester/>
  - iii. Instagram at <https://www.instagram.com/thewestchester/?hl=en>.
  - iv. In person at The Westchester Mall by locating and scanning the QR Code on display at The Westchester 30<sup>th</sup> Anniversary events during the Promotion Period.

To enter the Promotion, during the Promotion Period, entrants must visit the following microsite: <https://thewestchester-30thanniversary.splashthat.com> (“Microsite”), and, if required, enroll as a Mall Insider®. Entrants will be required to provide the following information: email address, first name, last name, country, and ZIP Code (collectively, these steps constitute the “Submission”). Entrants must complete the Submission in its entirety and only through the posted Microsite to be eligible. Submissions not completed in its entirety or successfully submitted at the Microsite will not be accepted.

**Limit of one (1) total Submission, per person, during the Promotion Period.** Submissions 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 Submissions 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 Submission and will be disqualified.

Submissions received before or after the Promotion Period are not eligible. Proof of submitting a Submission 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 Submission, 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 Submission 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 states of New York and New Jersey 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 Submissions received.

4. **PRIZE & PRIZE RESTRICTIONS:** On Tuesday, April 1, 2025, one (1) winner's name will be randomly selected from all eligible Submissions received during the Promotion Period. A designated official of Sponsor will conduct the drawing. The winner will receive the following prize package:
- One (1) \$100.00 Rowan gift card (ARV: \$100.00); one (1) FP Movement Quilted Carryall w/Accessories (ARV: \$250.00); and one (1) large box of assorted Venchi chocolates (ARV \$109.00) (TOTAL ARV: \$559.00)

Gift cards and gift certificates awarded as prizes are subject to each card's or certificate's respective terms and conditions. Gift cards, gift certificates and vouchers may not be redeemed for cash or credit at any time, nor will it be replaced if lost or stolen. Gift card, gift certificate and vouchers may not be sold, traded or transferred for commercial purposes. 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](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. 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 winner will be notified by direct email message from Sponsor. Winner must be able to execute and return an affidavit of eligibility/liability/publicity release ("Declaration") 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 Declaration 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 seven (7) days of verification at the The Westchester, Management Office, 925 Westchester Avenue White Plains, NY 10601.
6. **LIMITATION OF LIABILITY & RELEASE:** This promotion is governed by the laws of the State of New York. 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, Fashion Mall Partners L.P., Calsim Fashion Mall, L.L.C., SDG Westchester Associates, L.P., Simon Property Group, L.P., Simon Property Group, Inc., Simon Brand Ventures, LLC, Facebook, 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 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 be deemed to be proof of receipt by Sponsor. Submissions will not be acknowledged or returned. Creating multiple email addresses 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 email address 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 email address used at the time of entry. An entrant’s Submissions 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 or 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.

7. ENTRANT’S PERSONAL INFORMATION: Information collected from entrants is subject to the Sponsor’s Privacy Policy, available at: <https://www.simon.com/legal/privacy>.
8. WINNERS LIST: For a copy of these Official Rules or name of the winner, send a self-addressed stamped envelope, postmarked by April 30, 2025, with your specified request to: The Westchester Management Office, 125 Westchester Avenue, Suite 925 White Plains, NY 10601.