

BACK TO SCHOOL SHOE GIVEAWAY – Facebook Comment to Win Promotion (the “Promotion”)
Potomac Mills (“Participating Center”)
Official Rules and Regulations (“Official Rules”)

IMPORTANT: THESE OFFICIAL RULES ARE MADE SUBJECT TO THE [SIMON TERMS OF USE](#), WHICH REQUIRE RESOLUTION OF CERTAIN DISPUTES BY INDIVIDUAL ARBITRATION AND INCLUDES A WAIVER OF YOUR AND SIMON’S RIGHTS TO HAVE ANY SUCH DISPUTES DETERMINED BY A COURT OR BY A JURY OR BY CLASS ACTION, AS DESCRIBED IN SECTION 11 BELOW. FURTHERMORE, SECTIONS 7, 9(d), AND 11 BELOW CONTAIN WARRANTY DISCLAIMERS, RELEASES, AND LIMITATIONS ON LIABILITY THAT YOU SHOULD REVIEW. **NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN AND WILL NOT INCREASE THE ODDS OF WINNING. VOID WHERE PROHIBITED BY LAW.**

1. **PROMOTION:** This Promotion will begin on Friday, July 31, 2026, at 10:00 a.m. EDT and end on Sunday, August 9, 2026, at 11:59 p.m. EDT (the “**Promotion Period**”). Participation in this Promotion constitutes your full and unconditional agreement to and acceptance of these Official Rules and decisions of Mall at Potomac Mills, LLC (“**Sponsor**”), which are final in all respects.
2. **ELIGIBILITY:** Only open to legal residents of the Commonwealth of Virginia, State of Maryland and Washington D.C., not including any commercial entity. You must be 18 years of age or older at the time you submit your Entry. Employees, directors, officers, agents, and representatives (each a “**Representative**”) of Sponsor, Simon (as defined in Section 9(b) below), all Providers (as defined in Section 7 below), all Retailers (as defined in Section 9(b) below) and their affiliates, suppliers, advertising, promotional, or judging agencies providing or participating in any portion of the Promotion (each a “**Promotion Party**” and collectively the “**Promotion Parties**”); and the immediate family members of Representatives of the Promotion Parties are not eligible to participate.
3. **HOW TO ENTER:**
 - a) Entrants must complete a method of entry defined below in Subsection 3(b) and may be required to provide (at least) the following information to enter: first name, last name, e-mail, mailing address (including ZIP or postal code), age, mobile phone number, and any additional information or Entrant Materials (as defined in Section 9(a) below) mentioned in this Section 3 below or requested on any official Promotion entry form (collectively, the “**Entry**”). Entrants must complete the Entry in its entirety to be eligible. Entries not completed in their entirety (i.e., not containing all the information or Entrant Materials required for a valid Entry) or not successfully submitted or damaged in transmission will not be accepted. A person that submits an Entry or that otherwise seeks to participate in the Promotion or attempts to be awarded or redeem any Prize is an “**Entrant**” and may be referred to as “**you**” or “**your**” in these Official Rules.
 - b) To participate in this Promotion, during the Promotion Period submit only one Entry using one of the two methods provided below in this Subsection 3(b).

- i. **Social Media Post.** During the Promotion Period, Sponsor will post one (1) Facebook post for Entrants to respond to (the “Public Post”). To enter, Entrant must: (1) log in to his/her Social Media Platform (as defined in Section 9(g) below) account at Facebook (“Personal Social Media Account”); (2) “Follow” the Participating Center’s Facebook page by visiting <https://www.facebook.com/PotomacMills/> and clicking the “Follow” button; (3) “Like” the Public Post by clicking the “Like” button on the Public Post; and (4) “Comment” on the Public Post in response to Sponsor’s posted query. You agree to comply with the terms of use of your Personal Social Media Account. You can create a Facebook account for free but creation and use of such account is subject to Facebook’s Terms and Policies: [Facebook Terms and Policies](#). For avoidance of doubt, this Promotion is in no way sponsored, endorsed or administered by, or associated with, the Social Media Platform of your Personal Social Media Account, Instagram or Meta Platforms, Inc. If entering via a mobile device and using your wireless carrier’s network, standard data charges from your wireless carrier may apply. By submitting an Entry via your Personal Social Media Account, you agree to forever and unconditionally release the Social Media Platform of your Personal Social Media Account from any and all Claims you may have in any way related to this Promotion. The follow, like and comment text you submit to enter this Promotion on any Social Media Platform is an integral part of your Entry and are considered Entrant Materials (pursuant to Section 9(a) below). If you choose to participate in this Promotion using your Social Media Platform account, your account settings must allow for all of your Entry Materials to be public and thus viewable by the Sponsor, and Sponsor’s agents. Message and data rates may apply to any Social Media Platform post you make for this Promotion. By uploading or posting in any way your Entry to any Social Media Platform, you agree that your Entry conforms to the “**Content Restrictions**” as defined in the next paragraph below and that Sponsor, in Sponsor’s sole discretion, may disqualify you from the Promotion if it believes that your Entry fails to conform to the Content Restrictions or any other term of these Official Rules.

CONTENT RESTRICTIONS:

THE ENTRY MUST BE CREATED AND POSTED BY AN ELIGIBLE ENTRANT WHO IS EIGHTEEN (18) YEARS OF AGE OR OLDER;

- The Entry 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 or trademark infringement;
- The Entry must not disparage Sponsor or any other person or party affiliated with the Promotion;
- The Entry must not contain brand names or trademarks other than those owned by, which Entrant has a limited license to use to incorporate in his/her Entry in this Promotion only;
- The Entry must not include any other individuals other than Entrant;
- The Entry must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;

- The Entry must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Entry must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state and country where Entry is created and Governing Law (as defined in Section 11).

In the event of a dispute as to any Entry, the authorized account holder of the email address associated with the Social Media Platform account used to register will be deemed to be the Entrant and must comply with these Official Rules. The “authorized account holder” is the natural person assigned an email address by an internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each Entrant may be required to show proof of being an authorized account holder.

OR:

- ii. **Send an email.** Send an e-mail to Bethany.webb@simon.com with the subject line “**July 2026 Back to School Shoe Facebook Comment to Win Promotion Entry**” with your (i) full legal (first and last) name; (ii) mailing address; (iii) age; (iv) mobile phone number; (v) email address; (vi) the following (required) text: “**July 2026 Back to School Shoe Facebook Comment to Win Promotion Entry.**” I have read and agree to the Official Rules of the Promotion”, and (vii) if you would like to receive our email newsletters, include the following text (not required): “I want to receive Simon’s electronic newsletters and promotions by email and mobile text message”.
- c) All Entries become the property of Sponsor and will not be acknowledged or returned. Sponsor is not liable for Entries that are lost, late, misdirected, incomplete, garbled, incompletely received, mutilated, or illegible, for any reason.
- d) Sponsor has the right to reject and disqualify an Entrant for non-compliance with these Official Rules. Winning a Prize is contingent upon fulfilling all requirements set forth in these Official Rules.
- e) **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 in these Official Rules, including, but not limited to, commercial contest/sweepstakes subscription notification or entering services, will void that Entrant’s Entry and will be disqualified.
- f) 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 make an Entry or otherwise 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.

4. **DRAWING OF WINNER(S):** At the end of the Promotion Period, three (3) Prizes (as defined in Section 6 below) will be awarded to three (3) eligible and qualified (according to these Official Rules) Entrant(s) (each a “**Potential Winner**”).

Sponsor reserves the right to not select a Potential Winner, if, in Sponsor’s sole discretion, Sponsor does not receive a sufficient number of eligible and qualified Entries. Potential Winners that complete and are verified through the Winner verification process outlined in Section 5 below are herein referred to as a “**Winner.**” Each Winner may only win one (1) time(s) and will only receive one (1) Prize. The Drawing Process will take place on Monday, August 10, 2026. **THE ODDS OF WINNING DEPEND ON THE NUMBER OF VALID ENTRIES RECEIVED BY SPONSOR.**

5. **WINNER VERIFICATION:** The Sponsor will notify the eligible Entrant(s) associated with the Entry(ies) selected during the Drawing Process to win a Prize via message to the relevant Social Media Platform account provided in the relevant Entry within two (2) business days of the Drawing Process or as soon as reasonably practicable (“**Prize Notification**”). Sponsor will assume and may require proof that the Potential Winner is the one person who owns and controls (i.e., the “authorized account holder” of) the email address provided in the Entry. The Potential Winner(s) will have three (3) days to respond after Sponsor has sent such Prize Notification. If any Potential Winner fails to respond to the Prize Notification in the period set forth in the immediately preceding sentence, such Potential Winner shall be deemed to have forfeited any claim to the applicable Prize(s). In no event is Sponsor required to attempt to contact any Potential Winner more than once. The relevant Prize(s) will be deemed forfeited by the Winner or Potential Winner if such Winner or Potential Winner: (a) cannot be reached; (b) cannot accept or receive the Prize(s) for any reason including, without limitation, due to failure to provide: a valid mailing address in the Entry, a valid social security number or W-9 (or both) for tax purposes, proof of ownership and control of the email address provided in the relevant Entry, or execution of any release and waiver required by Sponsor; (c) fails to timely respond to the Prize Notification as described in this paragraph above or to timely claim any Prize that must be picked up by the Winner as specified below (and provide sufficient identification); or (d) otherwise violates or is disqualified under these Official Rules. Winner must claim any Prize awarded to such Winner by coming to the management office at the Participating Center, located at 2700 Potomac Mills Circle, Woodbridge, Virginia 22192 during its normal operating hours with reasonably sufficient identification of such Winner (i.e., matching the name, age, and address provided in the relevant Entry) within seven (7) days of Winner’s timely response to a Prize Notification or such Winner shall be deemed to have forfeited such Prize. If a Winner or Potential Winner is deemed ineligible, has forfeited a Prize, or is otherwise disqualified under these Official Rules, an alternative Potential Winner will be selected from all remaining Entries in an additional Drawing Process conducted by Sponsor to award the relevant Prize.

6. **PRIZES:** Each Winner will receive the prize listed below (the “Prize”). The approximate retail value (“ARV”) of each Prize is listed below. Monetary values expressed in these Official Rules are in United States Dollars.

a) \$200 Gift Card to JD Sports (ARV: \$200)

The total value of the Prizes is approximately \$600.00.

No substitution of a Prize (or any portion of any Prize, if applicable), including cash substitutions, will be permitted, except that Sponsor has the right in Sponsor’s sole discretion to substitute a Prize (or a portion thereof) with an item of greater or equal value if the stated Prize (or any portion thereof) is not available. Prizes are not transferable or assignable. The Winner(s) may be required to provide Sponsor with a valid social security number or submit a W-9 (for tax reporting purposes) and may be required to sign a release and waiver in the form required by Sponsor before the Prize may be provided to the Winner.

7. **PRIZE RESTRICTIONS:** Prizes are non-transferable and shall only be provided in the name of the Winner provided in the Entry. **PRIZES ARE AWARDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND EXPRESSED OR IMPLIED. NEITHER SPONSOR NOR ANY OF THE PROMOTION PARTIES HAVE MADE OR MAKE OR ARE RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, RELATIVE TO THIS PROMOTION OR ANY PRIZE, INCLUDING BUT NOT LIMITED TO, THE QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY OF ANY PRIZE.** Prizes are provided for individual, personal use and may not be resold or used (and Sponsor hereby disclaims any appropriateness of any Prize) for any commercial purpose. Winner is solely responsible for reporting and paying any and all applicable federal, state (or territory), and local taxes and any additional fees related to Winner’s receipt or enjoyment of any Prize. All applicable federal, state (or territory), and local laws applicable to this Promotion apply. Sponsor will not make any cash payment, for any reason, after Winner is awarded the applicable Prize(s). Any Prize (including, without limitation, any gift card or certificate, voucher, discount, or coupon awarded as a Prize) may be subject to additional terms and conditions applicable to such Prize (including, without limitation, applicable expiration period, minimum purchase requirements, etc.) as determined by the issuer, manufacturer, or provider (“**Provider**”) of such Prize to Sponsor (see the Prize or Provider (or both) for details) and no other Promotion Party (besides the relevant Provider) has any responsibility and provides no warranty or representation regarding any such additional terms or conditions of any Prize to any Entrant. Sponsor will not make any cash payment, for any reason, after each Entrant is awarded the requisite Prize(s). All Prizes (or their allowed substitutes) will be awarded. All decisions of Sponsor in regard to any portion of the Promotion including, without limitation, the eligibility and qualification of any Entrant, the Drawing Process, or awarding or substitution of any Prize, are final and binding.
8. **REPRESENTATIONS AND WARRANTIES:** By participating in the Promotion, Entrant represents and warrants as follows:

- a) All information provided in connection with this Promotion by Entrant is truthful, current, and accurate;
- b) Entrant meets the eligibility requirements set forth in, and will not be otherwise disqualified under, these Official Rules; and
- c) All Entrant Materials are Entrant's own data, works, or materials and do not infringe the rights of any third party (including, without limitation, any copyright, trademark, right of publicity, trade secret, or any other intellectual property right) and are compliant with any content guidelines set forth in these Official Rules.

9. **ADDITIONAL CONDITIONS OF PARTICIPATION:** By submitting an Entry or otherwise participating in this Promotion, Entrant acknowledges and agrees that your participation in this Promotion is expressly subject to the following additional terms and conditions:

- a) Entrant shall have no right of approval of any use by Sponsor or Simon of any data or materials (including, without limitation, any text, biographical or contact information, image, photograph, video, or audio capture including, without limitation, Entrant's likeness or voice) submitted in any Entry or otherwise provided to or captured by the Sponsor related to this Promotion ("**Entrant Materials**") subject to applicable law. Furthermore, Entrant grants an exclusive, royalty-free, irrevocable, perpetual, and worldwide license to the Promotion Parties to copy, use, distribute, and make derivative works of any Entrant Materials (not including the publication of Entrant's email address, mailing address, or mobile phone number [but including the publication of Entrant's city, state {province, or territory}, and country]) in any medium now know or at any time discovered before, during, or after the Promotion Period including, without limitation, on any Social Media Platform (as defined in Section 9(g) below) as the Promotion Parties see fit (including, without limitation, for any advertising, promotional, or other business purpose of the Promotion Parties). Thus, Entrant has no right to any payment, royalty, or other monetary compensation for the Promotion Parties' use of the Entrant Materials and, without limiting anything else in these Official Rules, Entrant has no (and hereby waives any) Claims (as defined in Section 9(d) below); including, without limitation, Claims based upon copyright infringement, invasion of privacy, defamation, false association, infringement of moral rights, or infringement of any right of publicity) arising out of any use, copying, distribution, blurring, alteration, distortion, illusionary effect, faulty reproduction, fictionalization, or combination with any other materials of the Entrant Materials. You further waive and release any and all "moral rights" you may have in your Entrant Materials
- b) Entrant grants Sponsor the right to contact you by any contact method contained in your Entry including, without limitation, via telephone or electronically, to communicate with you regarding your Entry in this Promotion. Furthermore, by providing your email address or mobile number (or both) as part of your Entry and consenting to receive electronic promotional messages from the Promotion Entities, Entrant agrees to receive ongoing email or text (SMS or MMS) (or both)

promotional messages including, without limitation, special offers, notice of sales, new store openings and features, contests, and other promotional announcements and offers from Sponsor and entities affiliated with Sponsor including, without limitation, Simon Media Properties, LLC, Simon Property Group, L.P., and Simon Property Group, Inc. (collectively, “**Simon**”), third-party retailers and stores leasing space in any Center (each a “**Retailer**”), and other Promotion Parties (which Entrant understands and agrees may result in data or usage charges (or both) that are the sole responsibility of Entrant). “**Center**” as used in these Official Rules means any retail shopping center owned or managed (or both) by any affiliate of Simon. “**Participating Center**” means any Center named at the top of these Official Rules as participating in the Promotion or if no Center is so named, then any Center located in a jurisdiction whose residents are not prohibited from participating in this Promotion and that are made eligible to participate in this Promotion according to these Official Rules. You may opt-out of receiving these messages at any time as described in [Simon’s Privacy Policy](#). Participation in this Promotion by mobile device or providing your mobile number in an Entry 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.

- c) Entrant further acknowledges and agrees that acceptance of any Entry will be at the sole and absolute discretion of the Sponsor and that neither the Sponsor nor any Promotion Party will have any obligation to use any Entry or any Entrant Materials, in whole or in part, in any manner or for any purpose.
- d) Entrant (on behalf of Entrant and Entrant’s executors and heirs) forever releases, discharges, indemnifies, and holds harmless the Promotion Parties and all of the Promotion Parties’ Representatives (each a “**Released Party**”) from and against (and assumes all risks related to) any and all actual and potential, known and unknown, suspected and unsuspected claims, demands, causes of action, liabilities, losses, injuries, and damages of or to any person or property (collectively “**Claims**”) arising out of or relating to this Promotion or any Prize, including i) the Entrant’s Entry, Entrant Materials, breach of any warranty or representation of Entrant related to this Promotion, and Entrant’s participation in the Promotion including, without limitation, Entrant’s presence in any Participating Center related to this Promotion if applicable; ii) any acceptance, possession, misuse, or use of any Prize; iii) any alleged violation of the rights of publicity or privacy, claims of defamation, or portrayal in a false light of any Entrant or the violation of any third party’s intellectual property rights of any content contained in any Entrant Materials; iv) any error or limitation, whether intentional or unintentional, that causes the Entrant to be unable to fully participate in the Promotion; and v) any typographical, technical, electronic, human, or other error in the printing, offering, selection, operation, transcription of registration or Entries, or announcement of any Promotion related activity or Prize (or both), whether intentional or unintentional, and whether under a theory of contract, tort (WHETHER OR NOT

ARISING FROM THE NEGLIGENCE OF ANY RELEASED PARTY), warranty, or otherwise.

- e) If the Sponsor, in Sponsor's sole discretion, determines that an Entrant has or intends to take any action or inaction that is designed to or has the effect of allowing the Entrant to cheat, obtain an unfair advantage, to circumvent the Official Rules, to make more than the allowed number of Entries, to mechanically, by the use of any software program or 'bot', or by the use of any third-party commercial promotion entry service make any Entry, make an Entry by any other method than specified in these Official Rules, or otherwise interfere in or seek to disrupt the administration, security, fairness, integrity, or proper conduct of the Promotion ("**Cheating**"), the Sponsor may disqualify the Entrant and any related Entries from the Promotion as well as other existing or future promotion that may be offered by Sponsor in the future. Without limiting the immediately preceding sentence, creating multiple identities, using multiple email addresses, accounts, registrations, logins, or by using any other methods in order to exceed the limits on Entries permitted by these Official Rules may result in the disqualification of the related Entrant and all Entries received by such methods. Any Winner or Potential Winner determined by Sponsor, in Sponsor's sole discretion, to have been engaged in or attempted Cheating will be immediately disqualified and will forfeit any right to a Prize or be obligated to refund or return the Prize to Sponsor if already awarded.
- f) Sponsor reserves the right, in Sponsor's sole discretion, to disqualify any Entrant who Sponsor determines is inconsistent with the values of the Promotion Parties' brands including but not limited to individuals who through speech, social media posting or other publication, or actions condone, engage in or promote discrimination, violence, obscenity, hate speech, defamation or libel, degrading or demeaning any group or persons based on race, religion, disability, ethnic background, sexual orientation, or sex.
- g) By entering this Promotion, you forever fully release, discharge, indemnify, and hold harmless Meta Platforms, Inc. (including Facebook), Instagram, Threads, X (formerly Twitter), TikTok, YouTube, and any other social media platform used to promote this Promotion and on which your Entrant Materials may be published (each a "**Social Media Platform**").
- h) By participating in the Promotion, Entrant agrees to the [Simon Terms of Use](https://www.simon.com/legal), found at <https://www.simon.com/legal> (which includes [Simon's Privacy Policy](https://www.simon.com/legal)), in addition to these Official Rules and to which these Official Rules are made subject. Capitalized or defined terms used in these Official Rules that are not otherwise defined in these Official Rules have the meanings given them in the Simon Terms of Use. In the event of a conflict between these Official Rules and the Simon Terms of Use, these Official Rules shall control for all matters related to the Promotion (only).

10. PRIVACY AND PROTECTION OF PERSONAL INFORMATION: Entrant understands and agrees that Sponsor will obtain and store certain personal information, including but not limited to the full legal name, address, email address, phone number, and, if required to be provided to Sponsor to be declared a Winner, a social security number of such Entrant, along with general information about the

Entrant for (a) the purpose of administering, managing, publishing, and promoting the Promotion including, without limitation, contacting you about your Entry in the Promotion as well as complying with applicable laws, regulations, and rules; and (b) for the purpose of sending electronic promotional messages to the Entrant from the Promotion Entities and producing reports on the performance of, and Entrant's activities related to, the Promotion. You understand that your personal information may be transferred for processing or storage to a jurisdiction outside of the state in which it was collected for the purposes stated in this paragraph. You have the right to request your personal information not be used for the purposes of administering, managing, publishing, and promoting the Promotion and understand that such a request will cause you to be automatically disqualified from this Promotion, as well as potentially other existing or future promotions offered by Sponsor. To engage in this privacy request, or any other similar request related to the privacy of your personal information, Entrant should contact the Sponsor in writing at the address described at the end of these Official Rules or as otherwise specified by Simon's Privacy Policy found at: <https://www.simon.com/legal/privacy>.

11. GOVERNING LAW; DISPUTE RESOLUTION (ARBITRATION); AND LIMITATION OF LIABILITY

- a) **Governing Law.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants or Sponsor in connection with this Promotion are governed by and construed in accordance with the laws of the State of Virginia ("**Governing Law**") without giving effect to any choice of law or conflict of law rules (whether of the jurisdiction of Governing Law or any other jurisdiction) that would cause the application of any other jurisdiction's laws. You agree that all Disputes (as defined in [Section 18 of the Simon Terms of Use](#)) that may be submitted to a court pursuant to Section 11(b) of these Official Rules and [Section 18 of the Simon Terms of Use](#) must be filed in a must be filed in a United States District Court or state court location in the county where the Participating Center is located and you agree not to challenge or seek to remove any litigation initiated by us in such jurisdiction on the basis of lack of jurisdiction, *forum non conveniens*, or any other legal theory. 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. If any state or territory laws or rules apply to this Promotion for eligible residents of such jurisdiction and are more restrictive than these Official Rules, such more restrictive applicable law or rule shall automatically control over the relevant less restrictive term in these Official Rules.
- b) **DISPUTE RESOLUTION (ARBITRATION); LIMITATION OF LIABILITY.** YOU AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: 1) ANY AND ALL DISPUTES ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS, WILL BE RESOLVED PURSUANT TO [SECTION 18 OF THE SIMON TERMS OF USE](#), WHICH INCLUDES PROVISIONS REQUIRING RESOLUTION OF CERTAIN OF THESE DISPUTES INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION OR AWARD, WITHOUT A JURY, AND BY BINDING ARBITRATION; 2) ANY AND ALL CLAIMS,

JUDGMENTS, SETTLEMENTS, AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED THE APPROXIMATE RETAIL VALUE OF THE PRIZE, BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; 3) UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN ANY AWARD FOR, AND YOU HEREBY KNOWINGLY AND EXPRESSLY WAIVE ALL RIGHT TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS OR ANY OTHER DAMAGE, OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES, IF ANY, OR ANY RIGHT TO HAVE ANY DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND 4) YOUR REMEDIES WILL BE LIMITED SOLELY TO A CLAIM FOR MONEY DAMAGES, IF ANY, AND YOU IRREVOCABLY WAIVE ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. WHERE THE EXCLUSIONS CONTAINED IN THIS PARAGRAPH ARE NOT PERMITTED BY APPLICABLE LAW, THEY DO NOT APPLY.

- c) Sponsor is not responsible for lost, late, unreadable, incomplete, damaged, stolen or misdirected Entries; lost, interrupted, slow, or unavailable internet, network, server or other utility connections; miscommunications, computer or software malfunctions; transmission problems; technical failures; garbled transmissions; damage to Entrant's software or transmission devices or computer hardware; or other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise. Proof of submission of Entry will not be deemed to be proof of receipt by Sponsor. Once submitted, no Entry can be returned or confirmed. Sponsor reserves the right, in Sponsor's 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 the case that any of the events described in the preceding two sentences occur, the Sponsor may elect to conduct the Promotion from among all eligible Entries received prior to or instead of cancellation, modification, or termination of the Promotion.

12. **WINNER LIST:** For a copy of these Official Rules and a list of Winner(s) that received a Prize, send a self-addressed, stamped envelope postmarked by September 8, 2026 with your specified request to Potomac Mills, Attn: Promotions, 2700 Potomac Mills Circle, Woodbridge, VA 22192. Wherever required by law, the names of the Winner(s) of any Prize(s) will not be published until such persons have received a Prize Notification.