The Feastables $10K Dash Official Rules

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

Important: These official rules (the "Official Rules") incorporate and are made subject to the Simon Terms of Use, which require resolution of certain disputes by individual arbitration and include a waiver of your and Simon's rights to have any such disputes determined by a court, jury, or by class action, as described in the "Disputes" section of these Official Rules below. Furthermore, other sections below contain warranty disclaimers, releases, and limitations on liability that you should review.

Eligibility:

The Feastables $10K Dash (the "**Contest**") is open only to legal residents of the 50 States and the District of Columbia of the United States of America (the **"U.S."**) (i.e., not including any U.S. territories such as Puerto Rico), not including any commercial entity. Any person who enters or attempts to enter this Contest is referred to as an "**Entrant**", "**you**", or "**your(s)**" in these Official Rules. Any capitalized 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 (the "**Terms**") (please read them carefully before entering). Entrants must be 18 years or older at the time of submitting an entry in this Contest (each an "**Entry**"). The Potential Grand Prize Winner (as defined in the Winner Requirements section below) must agree to a confidential background check in order to accept the Grand Prize and consent to be filmed for marketing purposes during the $10K Dash (as defined in the Prizes section below). **Due to the nature of the Grand Prize offered, if a background check reveals the Potential Grand Prize Winner has engaged in conduct that could damage the reputation of Sponsor or any of the Released Parties (as defined in the Release section below), as determined by Sponsor in Sponsor's sole discretion, the Potential Grand Prize Winner may be disqualified and another Potential Grand Prize Winner may be selected in their place**. Employees of Simon Media Properties, LLC ("**Sponsor**"), Merkle Inc. ("**Administrator**"), and Perfect Gift, LLC ("**Prepaid Card Vendor**"), 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 and the Terms. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Sponsor's and Administrator's decisions are final and binding in all matters related to the Contest. Winning a Prize is contingent upon fulfilling all the requirements set forth in the Official Rules. In the event there is a discrepancy or inconsistency between any other statements contained in any Contest-related materials and these Official Rules, these Official Rules shall prevail, govern and control. In the event of a conflict between these Official Rules and the Terms, these Official Rules shall control for all matters related to the Contest (only).

Entrants may not attempt to obtain more than one Entry into the Contest, including but not limited to by using multiple names, email addresses, other identifying information or electronic account identities, or by

using any third-party artificial intelligence sites or applications, or robotic, automated, or programmed methods. Entrants may not tamper with the entry process, or any Contest or Sponsor-related website or network; circumvent any security measures; act in an unsportsmanlike or disruptive manner; or take any other action that in any way undermines the operation of the Contest or otherwise violates these Official Rules. Sponsor may, in its sole discretion, disqualify any Entrant who engages in the conduct referenced in the immediately preceding sentence and void all associated Entries. Sponsor further reserves the right, in Sponsor's sole discretion, to disqualify any Entrant who Sponsor determines is inconsistent with the values of the Released 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, or degrade or demean any group or persons based on race, religion, disability, ethnic background, sexual orientation, or sex. Any Potential Winner or Winner disqualified under this section will forfeit any right to a Prize and must return any Prize already awarded. Any attempt to deliberately undermine the Contest may violate criminal and civil law, and Sponsor reserves the right to seek damages to the fullest extent permitted by law. Sponsor's failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

Sponsor/Administrator:

Sponsor:

- Simon Media Properties, LLC, 225 West Washington Street, Indianapolis, IN 46204.

Administrator:

- Merkle Inc. (previously known as HelloWorld, Inc.), 3000 Town Center, Suite 2000, Southfield, MI 48075.

Timing:

The Contest begins on November 23, 2026 at 3:00 p.m. Eastern Time ("**ET**") and ends on December 3, 2026 at 11:59 p.m. ET (the "**Promotion Period**"). Sponsor's servers are the official time-keeping devices for the Contest.

How to Enter:

During the Promotion Period, visit the Promotion Site and follow the links and instructions to accurately complete and submit the registration form, including your first and last name, email address, ZIP Code and select your preferred Simon Center.

Next, follow the directions to submit your one allowed Entry, which must contain your Bio Information (as defined in the Publicity section below) and an essay (limited to 50 English words or less) providing your plan for accomplishing the $10K Dash in the allotted time including what you would buy, where, and in what order ("**Shopping Strategy**") and that demonstrates your love for shopping IRL (i.e., in real life). Collectively, the Bio Information and your essay including, without limitation, your Shopping Strategy that you submit on the registration form constitutes your Entry.

By submitting your Entry, you agree that such Entry conforms to the **Entrant Representations and Warranties** section below and that Sponsor, in Sponsor's sole discretion, may disqualify your Entry if Sponsor believes that your Entry fails to conform to such representations and warranties.

Entrant Representations and Warranties:

By participating in the Contest, Entrant represents and warrants that: (a) all information provided by Entrant in connection with the Contest 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) the Entry is Entrant's own original work, does not infringe the rights of any third party (including any copyright, trademark, right of publicity, or other intellectual property right), and complies with the Permissions and Content Restrictions sections below.

Permissions:

You must have permission from any recognizable individuals who appear in the Entry (if any) to use their names and likenesses in the Entry and to grant the rights set forth in these Official Rules. Minors may only be mentioned in the Entry if Entrant is their parent or legal guardian. If requested, you must be able to provide such permissions or proof in a form acceptable to Sponsor.

Content Restrictions:

- Your Entry must be your original work based on your honest opinion and personal experience and not authored by artificial intelligence;
- Your Entry need not include any reference, positive or negative, to Sponsor's products or services, and including a reference to Sponsor's products or services in your Entry will not improve your chances of winning;
- Your Entry must not convey any claims of Sponsor's products or services that would be deemed unsubstantiated or deceptive if made by Sponsor;
- Your 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 infringement;
- Your Entry must not disparage Sponsor or any other person or party through false, misleading, or exaggerated statements;
- Your Entry must not contain material that is inappropriate, offensive, indecent, obscene, sexually explicit, tortious, defamatory, slanderous or libelous;
- Your Entry must not make reference to: alcohol, marijuana, illegal drugs, prescribed drugs, tobacco, firearms or other weapons, any activities that are or appear to be dangerous, or any political agenda;
- Your 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
- Your Entry must not contain material that is unlawful, in violation of, or contrary to the laws or regulations of the U.S. or in any state where your Entry is created.

You agree that by submitting an Entry, your name, email address, and any other pertinent Bio Information in your Entry will be shared with Sponsor and Administrator for the purpose of conducting the Contest.

Entry Limits:

Each Entrant is limited to one Entry during the Promotion Period. Multiple Entrants are not permitted to share the same email address. In the event of a dispute as to the identity of an Entrant, Sponsor and Administrator shall rely on the information submitted by the Entrant in Entrant's valid Entry. If any additional information provided by Entrant is inconsistent with the information provided to receive the Entry, the Sponsor, or Administrator may disqualify such Entrant, and such disqualification may result in the forfeiture of any Prizes won. Sponsor, in Sponsor's sole discretion, may require additional documentation from Entrant to show proof of Entrant's identity.

Sponsor's Use of Contest Entries:

Uploading an Entry constitutes Entrant's consent to give the Released Parties a royalty-free, irrevocable, perpetual, exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Entry in whole or in part, on a worldwide basis, and to incorporate such Entry into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, Entrant agrees to sign any documentation that may be required for Sponsor or Sponsor's designees to make use of the exclusive rights Entrant is granting to use the Entry contained in this paragraph. Entrant has no right of approval of, and no right to any payment, royalty, or other compensation for, Sponsor's use of the Entry, and Entrant waives any claims (including claims based on copyright infringement, invasion of privacy, defamation, false association, or violation of any right of publicity) arising out of any use, alteration, or combination with other materials of the Entry, as well as any "moral rights" Entrant may have in the Entry. Sponsor has no obligation to use any Entry, in whole or in part, in any manner or for any purpose.

Winner Determination:

A panel of qualified judges, determined by Sponsor in its sole discretion, will select the four Entrants with the highest-scoring Contest Entries ("**Potential Winners**") based on the following "**Judging Criteria**":

- Creativity and originality: 33%
- Personality and humor: 33%
- Shopping Strategy: 34%

Potential Winners must continue to comply with all terms and conditions of these Official Rules and winning any Prize is contingent upon Potential Winner fulfilling all requirements stated in these Official Rules. Subject to the Entrant's compliance with these Official Rules, the Entrant whose Entry receives the highest score will be deemed the Potential Grand Prize Winner. The three Entrants whose Contest Entries received the next highest scores, respectively, are the Potential Winners of a Runner Up Prize (as set forth in the Prizes section below). In the event of a tie, the Entrant whose Entry received the highest score for Shopping Strategy, as determined by the qualified judges in their sole discretion, will be deemed the applicable Potential Winner from amongst the tied Entrants. Sponsor reserves the right to select fewer than four Potential Winners, if, in Sponsor's sole discretion, Sponsor does not receive a sufficient number of eligible and qualified Contest Entries. Sponsor shall not disclose judging scores.

Winner Requirements:

Potential Winners will be notified of their selection by email from Administrator to the email address submitted in their Entry on or around December 4, 2026.

To be declared a Winner (as defined in the last paragraph of this section below) of the Grand Prize (as defined in the Prizes section below), the Potential Winner of the Grand Prize ("**Potential Grand Prize Winner**") must sign and return a Declaration of Compliance, Liability Waiver, and, where not prohibited by law, a Publicity Release, and consent to a confidential background check (collectively, the "**Grand Prize Winner Declaration**") as well as an IRS Form W-9, within two days of the date notice or attempted notice is sent to the Potential Grand Prize Winner of being selected. **Due to the nature of the Grand Prize offered, if a background check reveals the Potential Grand Prize Winner has engaged in conduct that could damage the reputation of Sponsor or any of the Released Parties, as determined by Sponsor in Sponsor's sole discretion, the Potential Grand Prize Winner may be disqualified and another Potential Grand Prize Winner may be selected in their place.**

Sponsor may, in Sponsor's discretion, photograph and take video and audio (including the name, image, voice, likeness, and other Bio Information) of the Grand Prize Winner and Grand Prize Winner's selected and eligible travel companion ("Companion") during the $10K Dash and Trip (as defined in the Prizes section below), including, without limitation, during travel to and presence in the Selected Mall and any accommodations on the Trip ("Prize Footage") for use pursuant to the Publicity section below. By signing the Grand Prize Winner Declaration and accepting the Grand Prize, the Grand Prize Winner is consenting to the usage grants contained in the Publicity section below, and the Companion must consent to equivalent use of Companion's name, image, and likeness in Prize Footage by signing (or Winner singing on behalf of an eligible minor Companion) the publicity and liability releases required by Sponsor as a condition of accompanying the Grand Prize Winner on the Trip. All Prize Footage will be owned by Sponsor as set forth in the Publicity section below. Sponsor has no obligation to film Prize Footage or to use any Prize Footage that is filmed.

Potential Winners of a Runner Up Prize must sign and return a Declaration of Compliance, Liability Waiver, and, where not prohibited, a Publicity Release (collectively, a "**Declaration**"), within two days of the date notice or attempted notice is sent to the Potential Winner of being selected for a Runner Up Prize. If a Potential Winner of a Runner Up Prize has been identified as a person who has received prizes or gifts from Sponsor of significant value (as determined by Sponsor) in other promotions within the same calendar year, the Potential Winner will also be required to sign and return an IRS Form W-9.

Only the Potential Winners that meet all eligibility requirements, complete all the documentary requirements within the time periods expressed in these Official Rules, and receive the Prize without the Prize being returned as undeliverable, will be declared a "**Winner**." If a Potential Winner of any Prize cannot be contacted, fails to provide any information or documentation required or requested by the Administrator pursuant to these Official Rules within the required time period set forth in these Official Rules, or the relevant Prize is returned as undeliverable, the Potential Winner forfeits all claims, right, and title to the relevant Prize and the opportunity to be declared the Winner of such Prize. Receiving a Prize is contingent upon compliance with these Official Rules. If a Potential Winner is disqualified for any reason or forfeits the Prize, Sponsor shall award the applicable Prize to the eligible Entrant whose Entry received the next highest score, if any, in Sponsor's sole discretion. Only up to three alternate winners may be determined for each Prize, after which such Prize will remain unawarded.

Prizes:

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

- **1 Grand Prize:** the $10K Dash, Trip, $500 Spending Money, Feastables Package, and the Tax Gross-Up Payment (as such terms are defined in this section below). **Grand Prize total ARV: $17,602.** Actual value may vary based on airfare fluctuations and distance between departure

and destination for the Trip. Winner will not receive the difference between actual value of the Grand Prize and the ARV stated above.

One Winner (the "**Grand Prize Winner**") will receive a trip (the "**Trip**" as further defined in the next paragraph) to take place on mutually agreed upon dates between December 13 and December 23, 2026 ("**Trip Availability Dates**") for the Grand Prize Winner and one eligible Companion to travel to the Selected Mall (as defined below in this paragraph) for an up to $10K shopping spree lasting 25 minutes (the "**$10K Dash**"), the final date and time of which will occur during the final Trip dates as determined by Sponsor in Sponsor's sole discretion. Winner shall select one of three Simon Malls (Brickell City Center®, Miami, FL; Desert Hills®, Cabazon, CA; or King of Prussia®, King of Prussia, PA) or any other Simon Mall that may be designated or substituted by Sponsor, in Sponsor's sole discretion (the "**Selected Mall**") and, in advance of the $10K Dash, the Grand Prize Winner shall select five to eight retailers located in the Selected Mall at which Grand Prize Winner wishes to shop ("**Selected Retailers**"). Sponsor shall work with Grand Prize Winner in advance to build a shopping plan based on Grand Prize Winner's Selected Retailers. Retailer participation is subject to availability and participation in this Contest, which any retailer in the Selected Mall may refuse, and Sponsor may require Grand Prize Winner to select a substitute retailer to be a Selected Retailer in Sponsor's sole discretion. On the date and at the time determined by Sponsor for the $10K Dash, Grand Prize Winner will have 25 minutes to shop at the Selected Retailers for merchandise totaling up to $10,000 ("**$10K**" or the "**$10K Dash Funds**"). A Sponsor-designated ambassador shall accompany Grand Prize Winner around the Selected Mall during the $10K Dash and facilitate payment for purchases from the Selected Retailers. All purchases made by the Grand Prize Winner during the $10K Dash, including applicable sales taxes and any other fees charged by the Selected Retailer for such purchases, will be deducted from the $10K Dash Funds. Any portion of the $10K Dash Funds not spent within the 25-minute shopping period will be provided to Grand Prize Winner on a prepaid card after the $10K Dash ends. Grand Prize Winner's $10K Dash may be filmed and photographed as described in the Winner Requirements section above and Publicity section below.

The Trip will include round trip, coach-class, air transportation for two persons (the Grand Prize Winner and eligible Companion) from a major airport near Grand Prize Winner's home to a major airport near the Selected Mall location; two nights' accommodations at a hotel (single room, double occupancy)(for the Grand Prize Winner and eligible Companion); ground transportation to and from destination airport and hotel and to the Selected Mall for the $10K Dash (for the Grand Prize Winner and eligible Companion)(airports, airline[s], hotel, ground transportation provider(s), and all Trip itineraries and bookings to be determined by Sponsor in Sponsor's sole discretion). The $10K Dash Funds will be fulfilled during the $10K Dash as a $10,000 prepaid card and the Grand Prize Winner will also receive an additional $500 in spending money ("**Spending Money**"), fulfilled as a prepaid card. Sponsor shall also provide Grand Prize Winner a check for $2,000, which is intended to assist Grand Prize Winner and any Companion with any federal, state, or other tax obligations related to the Grand Prize (the "**Tax Gross-Up Payment**"). The Grand Prize Winner's and any Companion's actual tax liabilities related to the Grand Prize could exceed the Tax Gross-Up Payment. The Grand Prize Winner is solely responsible for all applicable federal, state, or other tax obligations related to the Grand Prize for both Grand Prize Winner and any Companion. Only the Grand Prize Winner, and not any Companion, will receive an IRS Form 1099-MISC from Sponsor and shall report the actual value of the entire Grand Prize to the IRS. Sponsor shall not provide any further assistance toward Grand Prize Winner's or any Companion's tax obligations. For avoidance of doubt, all monetary amounts stated in these Official Rules are stated in U.S. Dollars.

The Grand Prize Winner must travel on the final Trip dates during the Trip Availability Dates agreed upon in advance with Sponsor or the Grand Prize will be deemed forfeited by the Grand Prize Winner. Notwithstanding the immediately preceding sentence, Sponsor shall make reasonable efforts to select final Trip dates during the Trip Availability Dates that are reasonably acceptable to the Grand Prize Winner. The Grand Prize Winner shall work with Sponsor's travel agent to book the Trip immediately upon Grand Prize Winner confirmation or the Grand Prize will

be forfeited. Trip travel and accommodations are subject to availability and blackout dates. Trip travel must be round trip to the Grand Prize Winner's original airport of departure (as designated by Sponsor). No refund or compensation will be made to the Grand Prize Winner or any Companion in the event of (i) the cancellation or delay of any Trip flight, hotel room availability, or ground transportation by any airline, hotel, or ground transportation provider or (ii) the Grand Prize Winner's or Companion's inability to travel on the Trip due to any violation of the requirements for Trip travel contained in this paragraph or any illness, conflict, or other incapacity that arises for the Grand Prize Winner or any Companion during or prior to the Trip. Trip travel is subject to, and the Grand Prize Winner and Companion agree to comply at all times with, the terms and conditions set forth in these Official Rules, and those set forth by the Sponsor's airline carrier(s), hotel, and ground transportation provider(s) of choice for the Trip as detailed in the applicable airline passenger ticket contract and applicable terms of stay and travel required by the hotel and ground transportation provider(s). All expenses and incidental Trip travel costs not expressly stated in the Trip description in this paragraph, including but not limited to, additional ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges, or facility charges, personal charges at the hotel, security fees, taxes, or other expenses are the responsibility solely of the Grand Prize Winner and any Companion. The Grand Prize Winner must have and provide proper identification and a valid credit card for hotel check-in and to cover incidental expenditures for the Trip. To be eligible for the Trip, the Companion must be 18 years of age or older and a U.S. citizen as of the date of Trip departure or, if the Companion is under the age of 18 at such time, Grand Prize Winner must be such Companion's parent or legal guardian and sign all required releases for the Trip and related to this Contest on behalf of such Companion, and such Companion must travel on the Trip on the same itinerary, transportation and hotel providers, accompanied by and at the same time as Grand Prize Winner. If for any reason any Companion does not, or becomes ineligible to, (or if Grand Prize Winner fails to identify an eligible Companion to) travel on or participate in all or any part of the Trip and the Grand Prize Winner is reasonably able and eligible to travel on and participate in the Trip (or any remaining portion of the Trip), the Grand Prize Winner agrees to continue to undertake the Trip (or any remaining portion of the Trip) including the $10K Dash without the presence of a Companion and without Sponsor owing any liability to Grand Prize Winner including, without limitation, any difference in the value of the Trip due to such inability of a Companion to accompany Grand Prize Winner on or complete any part of the Trip at any time. The Grand Prize Winner and the Companion (if over the age of 18) shall have and provide a REAL ID compliant driver's license or state ID or a valid U.S. passport to Transportation Security Administration officials for any domestic air travel included in the Trip. Additional travel restrictions, conditions, and limitations may apply to the Trip and the Grand Prize Winner and Companion agree to comply with any such additional terms of the Trip. By traveling to and attending the $10K Dash, Grand Prize Winner and the Companion voluntarily assume all risks related to exposure to COVID-19 or other communicable illnesses and any injury or death that may occur to Grand Prize Winner and the Companion during Trip travel and while present at the Selected Mall for the $10K Dash. If, in the judgment of Sponsor, air travel is not required for the Trip due to Winner's proximity to the Selected Mall, ground transportation will be substituted for round trip air travel in Sponsor's sole discretion. Sponsor shall not replace any lost, mutilated, or stolen tickets, travel vouchers, or certificates provided for the Trip.

As part of the Grand Prize, Grand Prize Winner will also receive one Feastables prize package consisting of one hooded sweatshirt, one pair of sweatpants, one box of chocolates (inclusive of milk chocolate bars, milk crunch bars and peanut butter cups, all snack-sized) and one chocolate gift box and stocking bundle ("**Feastables Package**"). **ALLERGY WARNING: ITEMS IN THE FEASTABLES PACKAGE CONTAIN PEANUTS, MILK, AND SOY AND MAY CONTAIN TREE NUTS, WHEAT, EGG, AND SESAME. INDIVIDUALS WITH A PEANUT ALLERGY (OR ANY OTHER FOOD ALLERGY OR SENSITIVITY) SHOULD NOT CONSUME SUCH ITEMS.** Grand Prize Winner is solely responsible for reviewing the ingredient and allergen information on the items included in the Feastables Package before consuming any of such items or providing any of such items to any other person. To the fullest extent permitted by applicable law, neither Sponsor nor any of the Released Parties shall be responsible or liable for any illness, allergic

reaction, injury, or other harm caused by or arising from the consumption of, or contact with, any of the items included in the Feastables Package by the Grand Prize Winner or any other person, including, without limitation, the Companion or any person with a peanut or other applicable allergy who consumes any of the items included in the Feastables Package, and any such claims are subject to the release set forth in the Release section below.

- **3 Runner Up Prizes:** Three Winners will each receive one $1,000 prepaid card, intended to be used for a shopping spree. ARV: $1,000 each.

Total ARV:

The total ARV of all available Prizes offered in the Contest is $20,602.

Additional Prize Terms:

Any Winner's use of any prepaid card provided as part of the Prizes ("**Prepaid Card**") is governed by the Cardholder Agreement, and some fees may apply. Any Prepaid Card is not a gift card. Please note that any Prepaid Card is subject to expiration, so pay close attention to the expiration date of the Prepaid Card. For avoidance of doubt, this Contest is in no way sponsored, endorsed, or administered by, or associated with, the card network, issuing bank, and the Prepaid Card Vendor that sold Sponsor the Prepaid Cards given as part of the Prizes pursuant to this Contest. Prizes are non-transferable, and no substitution will be made except as provided in the Sponsor's sole discretion should any of the Prizes become unavailable. In the case of unavailability of any Prize, Sponsor shall use commercially reasonable efforts to offer the Winner a Prize of equal or greater value. Winners are responsible for all taxes and fees associated with receipt or use of any Prize. 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 received by the Winner. All other costs and expenses associated with acceptance or use of the Prize that are not expressly set forth in these Official Rules shall be solely the Winner's responsibility. Prizes are provided "as is" without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The Grand Prize Winner will be contacted to arrange travel for the Trip shortly after Winner confirmation. Runner Up Prizes will be fulfilled approximately 8-10 weeks after conclusion of the Contest. **Limit** of **one** Prize per Winner.

Release:

By participating in the Contest, each Entrant (on behalf of Entrant and Entrant's executors and heirs) releases, discharges, and holds harmless Sponsor, Administrator, Prepaid Card Vendor and their respective subsidiaries, affiliates, suppliers, distributors, advertising and promotion agencies, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "**Released Parties**") from and against (and assumes all risks related to) any and all actions, claims, injury, loss or damage, known or unknown, arising in any manner, directly or indirectly, from participation in this Contest (including the Entry and any breach of Entrant's representations and warranties) and acceptance, use, inability to use, misuse or redemption of a Prize (including any injury or harm related to such acceptance, use, inability to use, misuse, or redemption of any Prize, including, without limitation, arising from travel to and attendance at the $10K Dash), whether under a theory of contract, tort (whether or not arising from the negligence of any Released Party), warranty, or otherwise. Entrant also releases Meta Platforms, Inc. (including Facebook and Instagram), TikTok, YouTube, and any other social media platform used to promote the Contest from any and all claims related to the

Contest, and acknowledges that the Contest is in no way sponsored, endorsed, or administered by, or associated with, any such platform.

Publicity:

Except where prohibited by law, participation in the Contest constitutes Entrant's consent and grant to Sponsor and the Released Parties to use the following information about the Entrant (to the extent provided by the Entrant as part of the Entry or Winner confirmation process [if applicable to Entrant]): Entrant's name, city, state, likeness, photograph, Entry contents, voice, opinions, and Prize information [if applicable] ("**Bio Information**") as well as any Prize Footage, for promotional advertising or any other purpose, in any media now known or that becomes available at any time in the future, worldwide, at any time, in perpetuity, without further notice, review, approval, payment, or other consideration to Entrant. Sponsor is not obligated to use any of the Bio Information or Prize Footage but may do so and may edit and make derivative works of these materials for display under the use grant given above in this paragraph at any time, in Sponsor's sole discretion, without further obligation, notice, or compensation to the Entrant. Sponsor is the sole owner of all right, title, and interest in the Prize Footage including, without limitation, all copyrights, and any use of the Prize Footage shall inure solely to Sponsor and Sponsor's successors or assigns. Sponsor shall not use any of an Entrant's Bio Information or Prize Footage in a manner that is inconsistent with the Simon Privacy Policy or applicable law.

General Conditions:

Sponsor's Right to Modify or Cancel:

Sponsor reserves the right to cancel, suspend, or modify the Contest, including but not limited to fulfillment of the relevant 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 Contest; 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 Contest, as determined by Sponsor in Sponsor's sole discretion.

Where one or more of the above Issues occurs, Sponsor, in Sponsor's sole discretion, may determine the Winners from among all non-suspect, eligible Contest Entries received up to time of such action using the judging procedure outlined above; and modify the Prizes offered.

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

In no event will Sponsor be obligated to award more than the stated number and value of Prizes set forth in these Official Rules. In the event that more than one Potential Winner is notified as being selected for,

or attempts to claim, the same Prize due to a printing, production, seeding, computer, or other error of any kind, Sponsor reserves the right to award such Prize to only one of these Potential Winners based on the Winner determination process described in these Official Rules.

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 Contest;
- 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 Contest, including, but not limited to, the Entry process;
- Technical or human error which may occur in the administration of the Contest, including but not limited to the processing or judging of Entries or the announcement of Prizes or in any Contest-related materials;
- Late, lost, undeliverable, damaged or stolen mail; delayed or misdirected Contest Entries or failure to receive Contest Entries due to limitation of third-party social network platforms;
- Contest 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, if it is possible;
- 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 Contest or to the receipt, use, inability to use or misuse of any Prize; and
- Any unauthorized third-party use of any Entry.

Disputes:

Governing Law.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants, Sponsor, and Administrator in connection with this Contest are governed by and construed in accordance with the laws of the State of Indiana ("**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 the next paragraph of these Official Rules and Section 18 of the Simon Terms of Use must be filed in a United States District Court or state court location in Marion County, Indiana 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 Contest 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 Contest 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.

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 Contest, or any Prize, including, without limitation, any claims, demands, losses, damages, fines, or penalties, 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 by you (if any) not to exceed the ARV of the relevant portion of the Prize, but in no event will your attorneys' fees be awarded or recoverable; 3) under no circumstances will you be able to obtain any award for, and you hereby knowingly and expressly waive all right to seek, punitive (including, without limitation, any right to have any damages multiplied or otherwise increased), incidental, consequential or special damages, lost profits or any other damage, other than actual third-party out-of-pocket costs incurred by you (not including any attorneys' fees), if any; 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.

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 shall not in any way be affected or impaired and shall be enforced to the maximum extent allowed by applicable law; and all remaining provisions of these Official Rules shall not in any way be affected or impaired and shall be enforced to the maximum extent allowed by applicable law.

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, such provision shall be construed by limiting and reducing such provision so as to be enforceable to the extent compatible with applicable law.

Entrant's Personal Information:

Entrant understands and agrees that Sponsor and Administrator shall 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 on IRS Form W-9 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 Contest including, without limitation, contacting you about your Entry as well as complying with applicable laws, regulations, and rules; (b) for producing reports on the performance of, and Entrant's activities related to, the Contest; and (c) if you have opted-in during the process of submitting an Entry, for the purpose of sending electronic promotional messages to the Entrant from the Released Parties. 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 Contest and understand that such a request will cause you to be automatically disqualified from this Contest, 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 specified by Simon's Privacy Policy.

Winner List:

See this Winner list for the Contest Winners. The Winner list will be posted after Winner confirmation is complete.

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