

**Valentine's Day Gift with Purchase (the "Promotion")**

**Houston Premium Outlets ("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 9 BELOW. FURTHERMORE, SECTIONS 5, 7(d), AND 9 BELOW CONTAIN WARRANTY DISCLAIMERS, RELEASES, AND LIMITATIONS ON LIABILITY THAT YOU SHOULD REVIEW.

1. **PROMOTION:** The Promotion will begin on Monday, February 9, 2026 at 10:00 AM CST, and end on the earlier of Friday, February 13, 2026 at 5:00 PM CST **or the time that all Promotional Items (as defined in Section 4 below) are claimed by the first 100 eligible Participants to appear at the Registration Site while supplies of Promotional Items last** (the "Promotion Period"). Participation in this Promotion constitutes your full and unconditional agreement to and acceptance of these Official Rules and decisions of SPG Houston Holdings, L.P. ("Sponsor"), which are final in all respects.
2. **ELIGIBILITY:** Open to legal residents of the 50 United States, Washington, D.C., and Puerto Rico, not including any commercial entity. You must be 18 years of age or older at time of submitting your Entry. Void where prohibited by law. Employees, directors, officers, agents, and representatives (each a "Representative") of Sponsor, Simon (as defined in Section 7(b) below), all Providers (as defined in Section 5 below), all Retailers (as defined in Section 7(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. Anyone that submits an Entry or attempts to be awarded or redeem a Promotional Item (or both) through the Promotion is a "Participant" and may be referred to as "you" or "your" in these Official Rules.
3. **REDEMPTION:**
  - a. To participate in the Promotion and receive a Promotional Item, Participant must (1) present \$300.00 or more in same day receipts made during the Promotional Period during the Redemption Period (defined below in section 3(b)) from any combination of the following Houston Premium Outlets retail stores: adidas,

Coach, Karl Lagerfeld Paris, Lids, lululemon, Michael Kors, Nike, Pandora, Shoe Palace, Sunglass Hut, Tory Burch and/or Polo Ralph Lauren (the Participating Retailers). (2) provide all of the following information: first name, last name, ZIP or postal code, and any additional information or materials mentioned in this section below or requested on any official Promotion entry form (collectively, the “**Entry**”). Receipts must be validated and redeemed at the Registration Site (defined below in section 3(b)) during the Promotion Period. Qualifying receipts will be stamped for acknowledgement by Sponsor. Receipts without a date will not be honored. No photocopied, mechanically reproduced, or electronic receipts will be accepted. Offer not valid towards purchases made prior to the Promotion Period.

- b. The redemption period for this promotion occurs on Monday, February 9, 2026 from 10:00 AM CST and ends on Friday, February 13, 2026 at 5:00 PM CST (the “**Redemption Period**”). Receipts must be presented at the Houston Premium Outlets Management Office near Burberry at 29300 Hempstead Rd. Suite 400, Cypress TX 77433 (the “**Registration Site**”) during the Promotion Period.
- c. For completing an Entry, Participant will receive one (1) Promotional Item, as defined below. **THIS PROMOTION IS LIMITED TO ONE (1) PROMOTIONAL ITEM PER PERSON AND WILL ONLY BE REDEEMABLE BY THE FIRST ONE HUNDRED (100) ELIGIBLE PARTICIPANTS TO APPEAR AT THE REGISTRATION SITE WHILE SUPPLIES OF PROMOTIONAL ITEMS LAST.** Any attempts from one person to participate more than once will disqualify subsequent efforts to win more than one (1) Promotional Item. Receipts must be validated and redeemed at the Registration Site during the Promotion Period. Qualifying receipts will be stamped for acknowledgement by Sponsor. Receipts without a date will not be honored. No photocopied, mechanically reproduced, or electronic receipts will be accepted. Offer not valid towards purchases made prior to the Promotion Period.

4. **PROMOTIONAL ITEM(S):** The promotional items that will be awarded related to this Promotion are listed below (each a “**Promotional Item**” and, collectively, “**Promotional Items**”) with the approximate retail value (“**ARV**”) of such Promotional Item(s). The total value of all Promotional Item(s) available during this Promotion is \$2,000.00. A Promotional Item list, including the value of each Promotional Item, will also be available at the Registration Site. All monetary amounts stated in these Official Rules are in United States Dollars.

- a. One (1) \$20.00 The Cheesecake Factory gift card (ARV: \$20.00)

- b. One (1) \$20.00 Longhorn Steakhouse gift card (AVR: \$20.00)

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

- 5. **PROMOTIONAL ITEM RESTRICTIONS:** Promotional Items are non-transferable and shall only be provided in the name of a qualifying Participant provided in the Entry. **PROMOTIONAL ITEMS 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 PROMOTIONAL ITEM, INCLUDING BUT NOT LIMITED TO, THE QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY OF ANY PROMOTIONAL ITEM.** Promotional Items are provided for individual, personal use and may not be resold or used (and Sponsor hereby disclaims any appropriateness of any Promotional Item) for any commercial purpose. Any Promotional Item (including, without limitation, any gift card, or certificate, voucher, discount, or coupon awarded as a Promotional Item) may be subject to additional terms and conditions applicable to such Promotional Item (including, without limitation, applicable expiration period, minimum purchase requirements, etc.) as determined by the issuer, manufacturer, or provider ("Provider") of such Promotional Item to Sponsor (see the Promotional Item 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 Promotional Item to any Participant. Participant is solely responsible for reporting and paying any and all applicable federal, state (or territory), and local taxes and any additional fees associated with any Promotional Item. All federal, state (or territory), and local laws applicable to this Promotion apply. Sponsor will not make any cash payment, for any reason, after each Participant is awarded the requisite Promotional Item(s). All Promotional Items (or their allowed substitutes) will be awarded. All decisions of Sponsor including, without limitation, the eligibility and qualification of any Participant or awarding or substitution of any Promotional Item, are final and binding.

**6. REPRESENTATIONS AND WARRANTIES:** By participating in the Promotion, Participant represents and warrants as follows:

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

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

- a) Participant shall have no right of approval of any use by the Promotion Parties of any data or materials (including, without limitation, any photograph, video, or audio capture including Participant's likeness or voice) submitted in any Entry or otherwise provided to or captured by the Sponsor related to this Promotion ("Participant Materials") subject to applicable law. Furthermore, Participant irrevocably grants an exclusive, royalty-free, irrevocable, perpetual, transferable, worldwide license to the Promotion Parties to copy, use, distribute, and make derivative works of any Participant Materials in any medium now known or at any time discovered before, during, or after the Promotion Period including, without limitation, on any Social Media Platform (as defined in this Section below) as the Promotion Parties see fit (including, without limitation, for any advertising, promotional, publicity, and other business purpose of the Promotion Parties). Thus, Participant has no right to any payment, royalty, or other monetary compensation for the Promotion Parties' use of the Participant Materials and, without limiting anything else in these Official Rules, Participant has no (and hereby waives any) Claims (as defined in Section 7(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 Participant Materials. You further waive and release any and

all “moral rights” you may have in your Participant Materials.

- b) Participant 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. If you provide your email address or mobile number (or both) as part of your Entry and consent to receiving promotional messages from Sponsor, Participant 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 Participant understands and agrees may result in data or usage charges (or both) that are the sole responsibility of Participant). “**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 promotional messages from Sponsor and Simon 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 messages by mobile device relating to this Promotion, including notifying you if your Entry is a potential recipient of a Promotional Item, 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) Participant 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 Participant Materials, in whole or in part, in any manner or for any purpose.
- d) Participant (on behalf of Participant and Participant’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 arising out of or relating to this Promotion or any Promotional Item (collectively “**Claims**”), including i) the Participant’s Entry, Participant Materials, breach of any warranty or representation of Participant related to this Promotion, and Participant’s participation in the Promotion, including, without limitation, Participant’s presence in any Participating Center related to this Promotion, if applicable; ii) any acceptance, possession, misuse, or use of the Promotional Item; iii) any alleged violation of the rights of publicity or privacy, claims of defamation or portrayal in a false light of any Participant or the violation of any third party’s intellectual property rights of any content contained in any Participant Materials; iv) any error or limitation, whether intentional or unintentional, that causes the Participant 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 Promotional Item (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 a Participant has or intends to take any action or inaction that is designed to or has the effect of allowing the Participant to cheat, obtain an unfair advantage, to circumvent the Official Rules, to make more than the allowed number of Entries, to mechanically, by use of any software program or ‘bot’, or by the use of any third party commercial promotion entry service make an Entry, make an Entry by any other method than specified in these Official Rules, or otherwise interfere in the administration, security, fairness, integrity, or proper conduct of the Promotion (“**Cheating**”), the Sponsor may disqualify the Participant 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 Participant and all Entries received by such methods. Any Participant determined by Sponsor, at its sole discretion, to have been engaged in or attempted Cheating will be immediately disqualified and will forfeit any right to a Promotional Item or be obligated to refund the Promotional Item to Sponsor if already awarded.

- f) Sponsor reserves the right, in Sponsor's sole discretion, to disqualify any Participant who Sponsor determines is inconsistent with the values of the Promotion Parties' brands including but not limited to individuals who through speech, Social Media Platform 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 Participant Materials may be published (each a "**Social Media Platform**").
- h) By participating in the Promotion, Participant agrees to the Simon Terms of Use, found at <https://www.simon.com/legal> (which includes Simon's Privacy Policy), 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).

8. **PRIVACY AND PROTECTION OF PERSONAL INFORMATION:** Participant 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, along with general information about any Participant that completes an Entry or receives a Promotional Item (or both) 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 Participant from the Promotion Entities and producing reports on the performance of, and Participant'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, Participant 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>.

## 9. 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 Participants or Sponsor in connection with this Promotion are governed by and construed in accordance with the laws of the State of Texas (“**Governing Law**”) without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction) that would cause the application of any other state’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 9(b) 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 the county where the Participating Center is located and you agree not to challenge or seek to remove any litigation initiated by any Promotion Party 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 territorial 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 PROMOTIONAL ITEM, 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 PROMOTIONAL ITEM, 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 any lost, late, unreadable, incomplete, damaged, stolen or misdirected Entry; lost, interrupted, or unavailable network, server or other connections; miscommunications, computer or software malfunctions; transmission problems; technical failures; garbled transmissions; damage to user's software or transmission devices; or other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise. Proof of submission will not be deemed to be proof of receipt by Sponsor. Once submitted, no Entry can be returned or confirmed. All Entries once submitted become the property of Sponsor.

10. **PARTICIPANT LIST:** For a copy of these Official Rules and a list of Participants that received a Promotional Item, send a self-addressed, stamped envelope postmarked by March 12, 2026 with your specified request to Houston Premium Outlets, Attn: Promotions, 29300 Hempstead Rd., Suite 400, Cypress, TX 77433 within 30 days of the end of the Promotion Period.