Simon #MYBTSHaul Official Rules

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

1. Eligibility: Simon #MYBTSHaul (the "Sweepstakes") is open only to legal residents of the forty nine (49) United States (excludes Rhode Island) and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Simon Management Associates II, LLC, its promotional partners, HelloWorld, Inc., and any of 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. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void in Rhode Island and where prohibited.

2. Sponsor: Simon Management Associates II, LLC ("Simon®" or "Sponsor"), 225 West Washington Street, Indianapolis, IN 46204. **Administrator:** HelloWorld, Inc., 3000 Town Center, Floor 21, Southfield, MI 48075.

3. Agreement to Official Rules: Participation in this Sweepstakes constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to this Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

4. Timing: The Sweepstakes begins on or around August 2, 2017 at 10:00 a.m. Eastern Time ("ET"), ends on August 20, 2017 at 11:59 p.m. ET (the "Promotion Period"), and consists of three (3) Weekly Entry Periods (each a "Weekly Entry Period") as set forth in the chart below.

Phase	Starts at 10:00 a.m. ET	Ends at 11:59 p.m. ET	Mail-in Post Mark Date	Approximate Drawing & Notification Date
Entry Period – Week 1	August 2, 2017	August 6, 2017	August 7, 2017	August 16, 2017
Entry Period – Week 2	August 7, 2017	August 13, 2017	August 14, 2017	August 23, 2017
Entry Period – Week 3	August 14, 2017	August 20, 2017	August 21, 2017	August 30, 2017

The official time-keeping devices for this Sweepstakes are the servers of Facebook and Instagram.

5. How to Enter: There are three (3) methods to enter:

If you participate through Instagram or Facebook account ("Social Account"), your account settings must be set to "unprotected" and/or "public" in order for your posts/comments to be viewable by Sponsor and its accounts but subject agents. Social are free, to their terms of service: https://www.instagram.com/about/legal/terms/ and https://www.facebook.com/terms. Posting content to Instagram requires a mobile device. Message and Data rates may apply. Please consult your wireless-service provider regarding its pricing plans.

Enter through Instagram:

During each Weekly Entry Period, look for one of Sponsor's Instagram posts about your "Back to School" shopping and post a comment sharing deals that you have found at your Simon Mall® and tag a friend in your comment. You will automatically receive one (1) entry into the applicable Weekly Sweepstakes drawing for you relevant and qualified comment.

To receive one (1) additional entry, post a photo on Instagram that displays your shopping deal and include the hashtags #MYBTSHAUL #Giveaway. You will automatically receive one (1) additional entry into the applicable Weekly Sweepstakes for your qualified Instagram post.

Enter through Facebook:

During each Weekly Entry Period, visit your favorite Simon Mall Facebook page and look for Sponsor's post advertising this Sweepstakes. Post a comment about your "Back to School" shopping and share a deal that you have found at a Simon Mall. You will receive one (1) entry into the applicable Weekly Sweepstakes for your relevant and qualified comment. If you include a photo that displays your shopping deal, you will receive one (1) additional entry in the applicable Weekly Sweepstakes.

Your comment and photos will hereafter be referred to as your Submission. Your Submission must be your original work and unique to receive an entry. If you include the names or likenesses of other individuals, you must have their permission to be included and to grant the rights set forth in Section 5. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor. Your Submission may not be indecent, obscene, hateful, tortious, defamatory, libelous, contain material that violates or infringes another's rights, disparage Sponsor, or any other person or party, or contain material that is unlawful in any way. The Submission must not contain brand names or trademarks other than those owned by Sponsor other than retailers located within a Simon Mall, which entrant has a limited license to use to incorporate in his/her Submission. Sponsor reserves the right to disqualify any Submission that it finds unlawful, or in violation of these Official Rules, all in its sole discretion. Released Parties (as defined in Section 8, below) are not responsible for lost, late, unreceived, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions; all of which will be void.

Enter By Mail: To enter without purchase, hand print your name, address, day and evening phone numbers, email address, and date of birth on a 3" x 5" piece of paper and mail it in an envelope with proper postage to "Simon #MYBTSHaul," c/o HelloWorld, Inc., P.O. Box 5029, Department 832410, Kalamazoo, MI 49003-5029. You will receive one (1) entry into the applicable Weekly Entry Period drawing. Limit: One (1) entry per envelope. All mail-in entries must be handwritten and must be postmarked by dates indicated in the chart in Section 4. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

Limit: Each entrant may receive up to four (4) entries per Weekly Entry Period by any combination of entry methods. Submissions received from any person or Social Account in excess of the stated limit will be void. Submissions generated by script, macro or other automated means are void. In the event of a dispute as to any Submission, the authorized account holder of the Social Account 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.

6. Sponsor's Use of Submissions: Uploading a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

7. Winner Determination and Verification: Sponsor's decisions as to the administration and operation of the Sweepstakes and the selection of potential winners are final and binding in all matters related to the Sweepstakes. Potential winners must continue to comply with all terms and conditions of these Official Rules. Sponsor will randomly select one (1) potential winner, from all eligible entries during each Weekly Entry Period on or around the dates listed in Section 4 above. Non-winning entries will not be included in subsequent Entry Period drawings. The potential winners will be notified through the Social Account used to enter after the date of random drawing or by email if the mail in entry was used to enter. Winner will be required to provide his/her name, home mailing address and birthdate to confirm eligibility within two (2) days of the date notice is provided to claim the prize otherwise the prize will be forfeited. Next each winner (parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return a Declaration of Compliance, Liability and where not prohibited a Publicity Release within five (5) days of the date notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted, or fails to submit the Declaration of Compliance, Liability and Publicity Release or provide any

other requested information within the required time period, or prize is returned as undeliverable, potential winner forfeits prize. In the event that a potential winner is disqualified for any reason, Sponsor will award the prize to an alternate winner by random drawing from among all remaining online entries. There will be three (3) alternate drawings after which the prize will remain unawarded.

8. Prizes: There will be one (1) prize awarded for each Weekly Entry Period.
WEEK 1 PRIZE: A \$1,500 Simon Giftcard®. Approximate Retail Value ("ARV"): \$1,500.
WEEK 2 PRIZE: A \$3,500 Simon Giftcard®. ARV: \$3,500.
WEEK 3 PRIZE: A \$5,000 Simon Giftcard®. ARV: \$5,000.

<u>For all Prizes</u>: Gift card terms and conditions apply. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. <u>Limit</u>: One (1) prize per person. Prizes will be fulfilled 8-10 weeks after the conclusion of each Weekly Entry Period.

9. Release: By receipt of any prize, each winner agrees to release and hold harmless the Sponsor, Administrator, Facebook, Inc., Instagram, Inc., and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

10. Publicity: Acceptance of any prize shall constitute and signify each winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness (including profile image for Social Account used to enter), voice, opinions, Submission, and/or prize information in connection with the Sweepstakes for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

11. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor beyond Sponsor's reasonable control that impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

12. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in cellular networks, phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

13. Disputes: Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

14. Entrant's Personal Information: Information collected from entrant is subject to Sponsor's Privacy
PolicyPolicyhttp://m.simon.com/privacy.aspxandAdministrator'sPrivacyPolicyhttp://www.HelloWorld.com/privacy-policy.andAdministrator'sPrivacyPolicy

15. Winner List: For a winner list, visit <u>http://bit.ly/2uYEcwp</u>. The winner list will be posted after winner confirmation is complete.

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