

## Virtual Play Date Sweepstakes Official Rules

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS SWEEPSTAKES IS NOT SPONSORED OR ADMINISTERED BY DISNEY.**

**1. Eligibility:** Virtual Play Date Sweepstakes (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, Merkle Inc., ABC Cable Networks Group 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:** Merkle 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. Sponsor's and Administrator's decisions 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 June 25, 2021 at 10:00 a.m. Eastern Time ("ET") and ends on December 24, 2021 at 11:59 p.m. ET (the "Promotion Period"), and consists of six (6) "Monthly Entry Periods" as set forth in the chart below. Sponsor's servers are the official time-keeping devices for this Sweepstakes.

| Monthly Entry Period | Starts at 12:00 a.m. ET (except where noted) | Ends at 11:59 p.m. ET |
|----------------------|----------------------------------------------|-----------------------|
| 1                    | June 25, 2021                                | July 31, 2021         |
| 2                    | August 1, 2021                               | August 31, 2021       |
| 3                    | September 1, 2021                            | September 30, 2021    |
| 4                    | October 1, 2021                              | October 31, 2021      |
| 5                    | November 1, 2021                             | November 30, 2021     |
| 6                    | December 1, 2021                             | December 24, 2021     |

**5. How to Enter:** During the Promotion Period, visit [www.simon.com/Disney](http://www.simon.com/Disney) follow the directions to provide your name and email address. You will automatically receive one (1) Sweepstakes entry into the applicable Monthly Entry Period associated with the time and data of your registration. By completing the registration form, you are also agreeing to receive email-marketing messages from Simon Property Group and ABC Cable Networks Group. You may withdraw your consent at any time without affecting your Sweepstakes entry.

**Limit:** Each entrant may enter one (1) time each Monthly Entry Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entry and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration or entry, the authorized account holder of the email address used to register will be deemed the entrant. The "authorized account holder" of an email address, 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. Potential winners may be required to show proof of being the authorized account holder.

**6. Winner Determination and Verification:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. All potential winners must continue to comply with all terms and conditions of these Official Rules; and winning is contingent upon fulfilling all requirements. Administrator will randomly select each potential Monthly Sweepstakes winner from the applicable eligible entries received for each Monthly Entry Period on or around the dates listed in Section 3. Each potential winner will be notified by email and will be required to provide their name, home mailing address, date of birth, and email address to confirm eligibility and for prize fulfillment purposes within five (5) days of the date notice or attempted notice is sent, to claim the prize. If the potential winner cannot be contacted, fails to provide the 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 applicable prize will remain unawarded.

**7. Prizes:** SIX (6) MONTHLY PRIZES (1 awarded each Monthly Entry Period): A \$250 Simon Giftcard® and a \$250 Disney® gift card. Approximate Retail Value ("ARV"): \$500.

Gift cards 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. Limit: One (1) prize per person. Prizes will be fulfilled 8-10 weeks after winners are confirmed.

**8. Release:** By entering this Sweepstakes and/or accepting any prize, each entrant agrees to release and hold harmless the Sponsor, Administrator, ABC Cable Networks Group, 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.

**9. 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, photograph, 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.

**10. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Sweepstakes, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to modify the prizes offered herein and hold a random drawing from among all eligible entries received up to the date of discontinuance. 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 the Official Rules of this 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.

**11. 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. If 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.

**12. 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.

**13. Entrant's Personal Information:** Information collected from entrant is subject to Sponsor's Privacy Policy <http://m.simon.com/privacy.aspx>.

**14. Winner List:** For a winner list, visit <https://bit.ly/3tWd1xj>. The winner list will be posted after winner confirmation is complete.

© 2021 Merkle Inc. All rights reserved.