

Taste of Summer Sweepstakes Official Rules

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

If you participate using text messages, message and data rates may apply. Text **STOP** to 74666 to opt out and to discontinue further participation in the Sweepstakes. Text **HELP** to 74666 for information. **Each text message, sent or received, may incur a charge as provided in your rate plan. If you opt-in to receive text communications from Sponsor, you agree to receive recurring messages each month from an automated system. Opting in is not required as a condition of purchasing goods or services.** Participation in the promotion is subject to the Sponsor's Privacy Policy and its Mobile Terms & Conditions: <http://www.simon.com/legal/privacy> and <http://www.simon.com/legal/mobile-text-help> respectively. You may not be able to participate by text messages through all wireless carriers.

1. Eligibility: Taste of Summer Sweepstakes (the "Sweepstakes") is open only to legal residents of the forty nine (49) United States (excludes Rhode Island), the District of Columbia, and Puerto Rico 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., 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 11, 2021 at 10:00 a.m. Eastern Time ("ET") and ends on July 22, 2021 at 11:59 p.m. ET (the "Promotion Period"). Sponsor's servers are the official time-keeping devices for this Sweepstakes.

5. How to Enter:

There are two ways to enter during the Promotion Period:

a. Enter Through Simon.com: Visit www.simon.com/5ksummersweepstakes and follow the directions to provide your name and email address. You will automatically receive one (1) Sweepstakes entry. By completing the registration form, you are also agreeing to receive email-marketing messages from Simon Property Group. You may withdraw your consent at any time without affecting your Sweepstakes entry. If you are already a Mall Insider, follow the instructions in Sponsor's email invitation regarding this Sweepstakes to log into your Mall Insider account and opt-in to the Sweepstakes and validate your email address to receive one (1) Sweepstakes entry. Limit: You may receive up to one (1) Sweepstakes entry using this entry method.

b. Enter through PremiumOutlets.com: Visit www.Simon.com/5ksummersweepstakesVIP and sign up to be a VIP Shopper Club member. You will be required to provide your name, email address and provide information about your shopping preferences. By completing the registration form, you are also agreeing to receive email-marketing messages from Simon Property Group. You may withdraw your consent at any time without affecting your Sweepstakes entry. You will also have the opportunity to opt-in to this Sweepstakes and receive one (1) Sweepstakes entry. If you are already a VIP member, you will receive an email from Sponsor with instructions on how to opt-in to the Sweepstakes and receive one (1) Sweepstakes entry. Limit: You may receive up to one (1) Sweepstakes entry using this entry method.

There are two (2) ways to receive one (1) additional bonus entry:

a. By SMS Text: After you complete your online entry, you will receive directions online to text the keyword shown to 74666 to receive one (1) bonus entry. You will receive a text confirmation that you have received an additional entry. You may, optionally, opt-in to ongoing text messages. This is not required to receive your one (1) bonus entry. **Message and Data rates may apply.** Compatible major carriers include Alltel Wireless, AT&T, Boost Mobile, Cricket, MetroPCS, Sprint, T-Mobile®, TracFone, U.S. Cellular, Verizon Wireless and Virgin Mobile USA. Opting in is not required as a condition of purchasing goods or services. Participation in the Sweepstakes is subject to the [Sponsor's Privacy Policy](#) and it's [Mobile Terms & Conditions](#).

b. Mail-In: To enter without use of a mobile device, print your name, address, phone number, email address, and date of birth on a piece of paper and mail it in an envelope with proper postage to "Taste of Summer Sweepstakes," c/o Merkle Inc., P.O. Box 5010, Department 848812, Kalamazoo, MI 49003-5010. You will receive one (1) entry into the Sweepstakes. Limit: One (1) entry per envelope. All mail-in entries must be handwritten and must be postmarked by July 22, 2021 and received by July 29, 2021. 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 three (3) entries by entering through both entry methods and receiving one (1) bonus entry. 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 potential Sweepstakes winners from all eligible entries received during the Promotion Period on or around August 3, 2021. All potential Weekly Entry Period winners 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. The potential Grand Prize winner (parent/legal guardian if winner is a minor in his/her state of residence) will be required to complete, sign and submit a Declaration of Compliance, Liability and where not prohibited a Publicity Release ("Declaration") within five (5) days of the date notice or attempted notice is sent, to claim the prize. If a potential winner cannot be contacted, fails to submit the Declaration or 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 forfeits the prize or 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: ONE (1) GRAND PRIZE: Simon Giftcards® valued at \$5,000. Approximate Retail Value ("ARV"): \$5,000.

FIVE (5) FIRST PRIZES: Simon Giftcards® valued at \$250. ARV: \$250.

TWENTY (20) FIRST PRIZES: Simon Giftcards® valued at \$100. ARV: \$100.

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 receipt of any prize, each winner agrees to release and hold harmless the Sponsor, Administrator, 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. Dispute Resolution: You agree that any claim or dispute at law or equity that has arisen or may arise relating in any way to or arising out of the Sweepstakes, the Official Rules, or the Sponsor's mobile terms and conditions will be resolved in accordance with the provisions set forth in this Dispute Resolution section. Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved.

You agree that whenever you have a disagreement with Sponsor or Administrator arising out of, connected to, or in any way related to the Sweepstakes, the Official Rules, or the Sponsor's mobile terms and conditions, you will send a written notice to the Administrator ("Demand"). You agree that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before you accepted these Official Rules or the Sponsor's mobile terms and conditions. You must send the Demand to the following address (the "Notice Address"): Legal Department, Merkle Inc., 3000 Town Center, Floor 21, Southfield, MI 48075. You agree that you will not take any legal action, including filing a lawsuit or demanding arbitration, until 10 business days after you send a Demand. If the disagreement stated in the Demand is not resolved to your satisfaction within 10 business days after it is received, and you intend on taking legal action, you agree that you will file a demand for arbitration with the American Arbitration Association (the "Arbitrator"). This arbitration provision limits the ability of you, Administrator, and Sponsor to litigate claims in court and you, Administrator, and Sponsor each agree to waive your respective rights to a jury trial or a state or federal judge. You agree that you will not file any lawsuit against Administrator or Sponsor in any state or federal court. You agree that if you do sue in state or federal court, and Administrator or Sponsor brings a successful motion to compel arbitration, you must pay all fees and costs incurred by Administrator and Sponsor in court, including reasonable attorney's fees. For any such filing of a demand for arbitration, you must effect proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, you may file your case with any national arbitration company. The Arbitrator shall apply the AAA Consumer Arbitration Rules effective September 1, 2014 (as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. You agree that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with Administrator or Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate.

You agree that you will not file a class action or collective action against Administrator or Sponsor, and that you will not participate in a class action or collective action against them. You agree that you will not join your claims to those of any other person. Notwithstanding any other provision in the Official Rules, or the Sponsor's mobile terms and Conditions, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in a court. Under no circumstances do you, Administrator, or Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration. Administrator and Sponsor agree that we will submit all disputes with you to arbitration before the Arbitrator.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Administrator, and Sponsor in connection with the Sweepstakes, or any claim or dispute that has arisen or may arise between you, Administrator and Sponsor, 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

13. Entrant's Personal Information: Information collected from entrant is subject to Sponsor's Privacy Policy <https://www.simon.com/legal/privacy>.

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

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