

There's Magic in the Mall Sweepstakes Official Rules

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

1. Eligibility: There's Magic in the Mall 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 AR, LLC, its promotional partners, HelloWorld, Inc., Niantic, Inc., WB Games, 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. Participation 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 the prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Simon Management Associates AR, LLC ("Simon®" or "Sponsor"), 225 West Washington Street, Indianapolis, IN 46204. **Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Timing: The Sweepstakes begins on August 9, 2019 at 12:00 p.m. Eastern Time ("ET") and ends on December 31, 2019 at 11:59 p.m. ET (the "Promotion Period"). Sponsor's computer is the official time-keeping device for this Sweepstakes.

4. How to Enter: During the Promotion Period, there are two (2) ways to enter:

a) **App/Online Method of Entry:** During the Promotion Period, using your smartphone, download the Harry Potter: Wizards Unite App ("App"), which is free, to your phone from Google Play or the App Store. Open and register for the App. Then, while you are near or at a participating U.S. Simon Mall® location, open the App and locate a banner ad about Simon Malls. Click on the banner ad and follow the links and instructions to provide your first name, last name, email address and agreement to the Official Rules. Upon completion of these actions, you will automatically receive one (1) Sweepstakes entry.

Message and data rates apply to use of mobile device for entry. You may be charged by your wireless carrier for participating via mobile device. It is therefore recommended that you consult your wireless carrier's pricing plan BEFORE participating via mobile device. Not all mobile devices offer wireless Internet access; and, wireless Internet access may not be available in all areas.

b) **Free Mail-In Method of Entry:** To enter without using the App, having a smartphone or being at or near a U.S. Simon Mall® location, hand print your name, mailing address, day and evening phone numbers, email address, and age on a 3" x 5" piece of paper and mail it with proper postage to "There's Magic in the Mall Sweepstakes", c/o HelloWorld, Inc., P.O. Box 5025, Department 841189, Kalamazoo, MI 49003-5025. You will receive one (1) Sweepstakes entry. Limit: One (1) request per envelope. All mail-in entries must be handwritten. All mail-in entries must be postmarked by December 31, 2019 and received by January 8, 2020. All requests 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 requests, which will be disqualified.

Limit: You may enter one (1) time during the Promotion 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 entries 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, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" 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. The potential winner may be required to show proof of being the authorized account holder.

5. Grand Prize Drawing: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winner are final and binding in all matters related to the Sweepstakes. The potential winner 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 the potential Sweepstakes winner from all eligible entries received during the Promotion Period, on or around January 13, 2020. The potential winner will be notified by email. The potential Grand Prize winner (or parent/legal guardian if winner is a minor in his/her state of residence) will be required to complete, sign and return a Declaration of Compliance, Liability Waiver and where not prohibited a Publicity Release ("Declaration") which must be received by Administrator, within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner cannot be contacted, fails to sign and return the Declaration or provide any other requested information within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that the potential winner is disqualified for any reason, Sponsor will award the prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

6. Prize: ONE (1) GRAND PRIZE: \$10,000 in Simon Giftcards® (gift card terms and conditions apply). Approximate Retail Value: \$10,000.00.

No cash equivalent, prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize or any prize component for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning the prize depend on the number of eligible entries received during the Promotion Period. Total ARV of all prizes: \$10,000.

7. Release: By participating in the Sweepstakes, each entrant agrees to release and hold harmless Sponsor, Administrator, Niantic, Inc., WB Games 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.

8. Publicity: Except where prohibited, participation in the Sweepstakes constitutes winner's agreement and consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions, hometown and state, 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.

9. 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, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the

prizes offered herein. 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 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. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Niantic, Inc.

10. 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; (5) late, lost, undeliverable, damaged or stolen mail; or (6) 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.

11. 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.

12. Entrant's Personal Information: Information collected from entrants is subject to Administrator's Privacy Policy <http://www.helloworld.com/privacy-policy> and Sponsor's Privacy Policy <https://www.simon.com/legal/privacy>.

13. Winner List: For the name of the winner, visit <http://bit.ly/2Xpc57G>. The winner list will be posted after winner confirmation is complete.

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