

## Galleria Dallas Back to School Giveaway Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. NO LISTING OR PURCHASE OF REAL ESTATE IS NECESSARY TO ENTER OR WIN AND DOES NOT INCREASE YOUR CHANCES OF WINNING.

**ENTRY PERIOD:** Giveaway entry period begins with initial posting of the Facebook and Instagram post by Sponsor and ends the following day. The Sponsor's database clock will be the official timekeeping device for each Sweepstakes Entry Period.

**ELIGIBILITY:** The Galleria Dallas Back to School Giveaway Contest is open to legal residents of the United States, who are 18 years of age or older as of date of entry ("Entrant(s)"). Internet access and active Facebook and/or Instagram accounts are required in order to enter Giveaway. Your standard carrier rates may apply. The employees, officers, directors, agents, administrators, and representatives of Simon Properties (the "Sponsor"), their advertising and promotion agencies, and each of their immediate family members (spouse and parents, children and siblings, and their respective spouses, regardless of where they reside) and individuals living in the same households of each of these individuals, whether related or not, of the above are not eligible to enter or win. Each Sweepstakes is subject to all applicable federal, state and local laws. Void where prohibited by law.

You must be a member of Facebook.com or Instagram in order to enter the giveaway via Facebook.com or Instagram. The giveaway is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram. By entering, you understand that you are providing your information to the Sponsor and not to Facebook or Instagram.

**HOW TO ENTER:** There are two methods to enter the giveaway:

1. The Sponsor posts the Back to School Giveaway on Facebook and Instagram with the explicit required steps and directions to gain entrance into and become eligible to win, as well as the method with which winners will be decided, thus starting the Entry Period.
2. Potential Entrant enters Giveaway by following explicit required steps and directions as laid out in corresponding Facebook and Instagram posts. Steps and directions may include, but are not limited to liking, sharing, commenting on (or some combination of any/all of the previously mentioned actions) the corresponding Facebook or Instagram post, all during the Entry Period. Once, and only once, the step(s) previously laid out have been successfully completed by the potential Entrant, does said potential Entrant become eligible to win the Giveaway.

Entrants may receive one (1) and ONLY one (1) entry from each of the entry methods listed above during the Entry Period. The first attempt by Entrant to complete steps listed above shall count as Entrant's ONLY entrance into the Giveaway. Entrants may not attempt to receive extra entries by un-sharing and then, re-sharing, commenting numerous times, deleting initial comment, posting/reposting additional comments, un-liking and then, re-liking or any other actions that violate the explicit steps listed out in the Facebook or Instagram post.

Only individuals with a valid individual Facebook page ID or Instagram account may enter Giveaway. Giveaway is NOT open to public, fan, brand, place or other group Facebook or Instagram pages.

If an Entrant changes his/her email address after he/she enters the Giveaway, it is his/her sole responsibility to notify the Sponsor. Incomplete entries or entries not complying with these Official Rules are subject to disqualification, in the Sponsor's sole discretion. If a dispute results as to the identity of an Entrant, it will be determined that the entry was submitted by the authorized account holder of the Facebook ID or Instagram handle. For these purposes, the authorized account holder is the natural person assigned to a Facebook ID or Instagram account. Released Parties are not responsible for late, lost, delayed, stolen, undelivered, incomplete, garbled, damaged, or misdirected entries. Sponsor's decision is final on all matters relating to this Giveaway.

**WINNER SELECTIONS:** Two (2) winners will be selected with one winner winning (1) Galleria Dallas gift card valued at five hundred dollars (\$500.00) and one winner winning (1) Galleria Dallas gift card valued at two hundred and fifty dollars (\$250.00). Sponsor or Administrator will administer winner selection. Entrants are limited to enter during the Entry Period. Entries generated by script, macro or other automated means and entries by any means which subvert the entry process are void. Multiple entries received from any person or e-mail address in excess of the limitation stated above will be void. As stated above in "HOW TO ENTER" section, any attempt to violate, take advantage of or dupe the fabric of the explicit steps and methods of entry explained in the Trivia Tuesday Giveaway post shall disqualify the potential Entrant. All entries become the sole property of the Sponsor and will not be returned

Odds of winning the prize depend upon the total number of eligible entries received and/or number of entries called for in the Giveaway post.

Unless otherwise indicated, winner will be required to redeem the Giveaway prize at Galleria Dallas. Photo ID will be required.

**PRIZE:** Two (2) winners will be selected Two (2) winners will be selected with one winner winning (1) Galleria Dallas gift card valued at five hundred dollars (\$500.00) and one winner winning (1) Galleria Dallas gift card valued at two hundred and fifty dollars (\$250.00). Prize is an awarded prize "as is" with no warranty or guarantee, either express or implied, by Sponsor. No transfer, substitution or cash equivalent of prizes permitted by winner. Sponsor reserves the right, in its sole discretion, to substitute the prize with one of comparable or greater value. All prize details are at Sponsor's sole discretion. All other expenses and all federal, state and local taxes are each winner's sole responsibility. Once awarded, Sponsor and Administrator shall have no further obligations to the winner with respect to any prize.

**PRIZE RESTRICTIONS:** Prize is non-transferable, and must be accepted as awarded, with no substitutions of any kind, whether in cash or otherwise, except in Sponsor's sole discretion. Sponsor reserves the right to substitute a prize, or any portion thereof, with a prize of equal or greater value, as determined by Sponsor in its sole discretion, if prize cannot be awarded as described herein for any reason. Winner is responsible for any and all federal, state and local taxes, including income taxes, if any, imposed as a result of or in connection with winning, awarding or use of a prize. When required, the winner will receive an IRS Form 1099 for the approximate retail value of the prize.

**TO CLAIM PRIZE:** Potential winner will receive a winner's notification by Facebook or Instagram comment from the Sponsor on the original Giveaway post. Potential winner will have 24 hours to respond to the winner notification comment or private message with the requested information. Sponsor will then respond to winner with prize redemption details. Winner will be required to pickup the Giveaway prize at Galleria Dallas. If a potential winner cannot be contacted or fails to respond to the winner notification within the allotted time frame or twenty-four (24) hours, he/she will automatically be disqualified. In the event that a potential winner is disqualified for any reason, Sponsor will select an alternate winner by from all remaining eligible entries from the applicable Entry Period.

**GENERAL CONDITIONS:** By participating, Entrants agree to be bound by these Official Rules including all eligibility requirements and the decisions of the Sponsor, which are final and binding in all respects relating to each Sweepstakes. By accepting the prize, winner consents to the use of his/her name, image, likeness, photograph, voice, entry and biographical material for programming, advertising, publicity, and promotional purposes by Sponsor, or party designated by the Sponsor, in any and all media now or hereafter devised, including but not limited to, any online announcements, worldwide and on the Internet in perpetuity, without additional compensation, notification, approval, inspection or permission, except where prohibited by law. Entrants release and hold harmless the Released Parties from any claims, actions, injury, liability, loss, or damages of any kind to persons, including injury or death, or property resulting, in whole or in part, directly or indirectly, from participating in Giveaway or any Giveaway-related activity or from the acceptance, possession, or use or misuse of the prize (including any travel or other activity related thereto). This limitation of liability is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect, or consequential damages; loss of data, income or profit; loss of damage to property; and claims of third parties. Entrant agrees that the Released Parties have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, statutory, express or implied (including but not limited to, the implied warranties of merchantability, title, and fitness for a particular purpose), in fact or in law, relative to a Sweepstakes or to any prize awarded.

**PUBLICITY/PRESS RELEASES:** Giveaway Entrants may not issue press releases or other publicity in connection with their participation in a Sweepstakes.

**PRIVACY POLICY:** In the event of a conflict between these Official Rules and the privacy policy of the Sponsor (Simon Properties), these Official Rules shall govern. By entering Giveaway, the Entrant authorizes the use and collection of his or her personal data for the purpose of conducting the Giveaway (including publishing winner's full name and/or disclosing them to third parties) and any other purposes to which you have consented. Sponsor will not sell, share or otherwise disclose information collected in any manner with third parties, other than those parties necessary to fulfill the above purposes.

**MISCELLANEOUS:** Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, altered, stolen, delayed, misdirected, undelivered, or garbled entries, or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with Giveaway, including, without limitation, errors or difficulties which may occur in connection with the administration of a Giveaway, the processing of entries, the

announcement of the prize, or in any Giveaway-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in Giveaway. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in Giveaway or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of Giveaway or the website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Should any portion of a Giveaway be, in Sponsor's sole opinion, compromised for any reason, including virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Giveaway (or portion thereof) and, if terminated, at its discretion, select the potential winner from among all non-suspect, eligible entries received prior to action taken. Failure by the Sponsor to enforce any of its rights at any time does not constitute a waiver of those rights.

**CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF A SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.**

**ARBITRATION:** Except where prohibited by law, as a condition of participating in Giveaway, Entrant agrees that (1) any and all disputes and causes of action arising out of or connected with Giveaway, or prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the Entrant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will Entrant be permitted to obtain award for, and Entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than Entrant's actual out-of-pocket expenses (i.e., costs associated with participating in this Giveaway), and Entrant further waives all rights to have damages multiplied or increased.

**CHOICE OF LAW:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the eligible Entrants and Sponsor in connection with Giveaway, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules (whether of the State of Texas, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas.

**SPONSOR:** Simon Properties; Dallas, Texas

**ADMINISTRATOR:** Your Speakeasy, LLC, 800 Jackson Street, SuiteB-100, Dallas, TX 75202.

Copyright/trademark/sales mark infringements are not intended or implied. None of the companies associated with the prize(s) distributed as part of each Sweepstakes sponsor, support or endorse Galleria Dallas or its products and services in any way.

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