

Fashion Outlets of Chicago KRIS ALLEN VIP EXPERIENCE SWEEPSTAKES 2016

OFFICIAL RULES

THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED BY,
ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK® OR INSTAGRAM®.

NO PURCHASE NECESSARY

VOID WHERE PROHIBITED BY LAW

1. GENERAL INFORMATION:

Center: Fashion Outlets of Chicago

Center Address: 5220 Fashion Outlets Way, Rosemont, IL 60018

Center Facebook Page: <https://www.facebook.com/FashionChicago>

Center Instagram Page: <https://www.instagram.com/fashionchicago/>

Sweepstakes Period Start: October 31, 2016; 10:00 am Central Time

Sweepstakes Period End: November 3, 2016; 11:59 pm Central Time

Winner Notification Date: November 4, 2016

Winner Response Date: November 7, 2016

Concert Date: November 10, 2016

Sponsor: Fashion Outlets of Chicago LLC

Sponsor Address: 5220 Fashion Outlets Way, Rosemont, IL 60018

2. **HOW TO ENTER:** The *Fashion Outlets of Chicago KRIS ALLEN VIP EXPERIENCE SWEEPSTAKES 2016* (the “**Sweepstakes**”) begins at the Sweepstakes Period Start stated above and ends at the Sweepstakes Period End stated above (the “**Sweepstakes Period**”). At the beginning of the Sweepstakes Period, the Center shall (a) post a picture on the Center Instagram Page asking you to leave a comment on the picture and tag a friend in that comment (the “**Instagram Sweepstakes Post**”) and (b) post a picture on the Center Facebook Page asking you to leave a comment on the picture (the “**Facebook Sweepstakes Post**”). To enter the Sweepstakes, either (a) comment on the Instagram Sweepstakes Post that includes tagging a friend; or (b) comment on the Facebook Sweepstakes Post (either being your “**Entry**” to the Sweepstakes).

All Entries must follow the Entry Guidelines provided below.

Limit one (1) Entry per person (one (1) via Facebook or one (1) via Instagram) per during the Sweepstakes Period.

If there are multiple Entries by any one person during the Sweepstakes Period, only the first Entry will be considered and subsequent Entries will be disqualified. No substitution, revision or reposting of any Entry will be accepted under any circumstances once the original Entry is submitted for consideration. Failure to follow the instructions, procedures and/or these Official Rules shall render the Entry

invalid. All Entries must be actually received by the end of the Sweepstakes Period. Any other attempt at entry is void. Sponsor's computer is the official clock of the Sweepstakes ("Sponsor" is defined below). If the identity of an entrant is disputed, the authorized Instagram or Facebook account holder at the time of entry will be deemed to be the entrant. The individual assigned to the e-mail address for the domain associated with the submitting Instagram or Facebook account is considered the authorized account holder. A selected entrant may be required to provide proof that he/she is the authorized account holder of the Instagram or Facebook account associated with the selected entry. All entries must be submitted from a valid Instagram or Facebook account that may be identified by reverse domain name search. In order to be eligible, your Entry must comply with these Official Rules (as determined by Sponsor in their sole discretion), including, without limitation, the Entry Guidelines provided below.

Entry requires an Instagram or Facebook account.

Obtaining an Instagram account is free of charge. Registration for and use of www.instagram.com is subject to Instagram's terms and conditions, and Sponsor has no responsibility with respect to such registration or use.

Obtaining a Facebook account is free of charge. Registration for and use of www.facebook.com is subject to Facebook's terms and conditions, and Sponsor has no responsibility with respect to such registration or use.

To participate, an Instagram or Facebook account (whichever is applicable) must be able to receive direct messages (and must follow the Center on Facebook or Instagram, whichever is applicable) and must not be listed as private, so that the posts by the user may be publicly viewable.

By entering the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and all decisions of Sponsor, which shall be final and binding in all respects.

3. **ELIGIBILITY:** Only legal residents of the fifty (50) United States and District of Columbia, who are eighteen (18) years of age or older at the time of entry are eligible to enter. Employees, officers, directors (and their immediate family members and members of their same households) and agents and representatives of (i) the Center, (ii) Sponsor, or (iii) The Macerich Company or The Macerich Partnership, L.P. or any of their respective parents, affiliates and subsidiary companies (collectively, "**Macerich**") and employees, officers, directors, agents and representatives of (i) the merchants of the Center, (ii) prize suppliers, or (iii) any advertising or promotion agencies that do business with Macerich are not eligible to win.
4. **ENTRY GUIDELINES:** By participating in this Sweepstakes, each entrant agrees to be bound by these Official Rules and by the interpretation of these Official Rules by Sponsor, and further warrants and represents that his/her Entry:

- a. does not violate any law, statute, ordinance or regulation;
- b. does not contain any reference to or likeness of any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the age of majority in their jurisdiction of residence;
- c. will not give rise to any claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party, or give rise to any claims for payment whatsoever; and
- d. is not defamatory, trade libelous, pornographic, offensive or obscene, and further that it will not contain, depict, include, discuss or involve, without limitation, any of the following:
 - Nudity;
 - Explicit, graphic or excessive sexual activity;
 - Crude, vulgar or offensive language and/or symbols;
 - Derogatory characterizations of any ethnic, racial, sexual or religious groups;
 - Content that endorses, condones or discusses any illegal, inappropriate or risky activity, behavior or conduct;
 - Personal information of individuals, including without limitation, names and addresses (physical or e-mail);
 - Conduct or other activities in violation of these Official Rules;
 - Commercial messages, comparisons or solicitations for products or services other than those of Sponsor;
 - Any identifiable third party products and/or trade-marks, brands or logos, unless the necessary permissions/licenses have been obtained; and
 - Any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by Sponsor in their sole discretion.

By entering the Sweepstakes, each entrant: (i) grants to Sponsor and their affiliates, in perpetuity, a world-wide, non-exclusive, irrevocable, license to publish, display, reproduce, modify, edit or otherwise use his/her Entry, in whole or in part, in any media whether known or created in the future, for advertising or promoting the Sweepstakes or for any other reason; (ii) waives all moral rights in and to his/her Entry in favor of Sponsor and their affiliates; and (iii) agrees to release and hold harmless Instagram, Facebook, Sponsor, their affiliates, subsidiaries, parent or related companies, its advertising or promotional agencies, and each of their respective agents, employees, directors, successors, and assigns (collectively, the “**Releasees**”) against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action.

- 5. SWEEPSTAKES LIMITS:** You may only use your personal Instagram or Facebook account(s) (your “**Account**”) to enter. There is a limit of only one (1) Entry per person. If it is discovered that any person has attempted to use (or attempt to use)

multiple names, identities and/or more than one (1) Account to enter the Sweepstakes, then (in Sponsor's sole and absolute discretion) he/she may be disqualified from the Sweepstakes and all of his/her Entries are subject to disqualification by Sponsor. Any Entry you attempt to submit will be rejected if (in Sponsor's sole and absolute discretion) it is not submitted and received during the Sweepstakes Period. Use (or attempted use) of any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Sweepstakes is prohibited and is grounds for disqualification by Sponsor. All entries and entrants are subject to verification for compliance with these Official Rules. Sponsor reserves the right, in their sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to Sponsor – including, without limitation, government issued photo identification) to participate in this Sweepstakes and/or proof of compliance (in a form acceptable to Sponsor) with these Official Rules. Failure to provide such proof to the satisfaction of Sponsor in a timely manner may result in disqualification. Sponsor reserves the right, in its sole and absolute discretion, to disqualify any person tampering with the entry process or, as applicable, the operation of the website or the Center's Instagram or Facebook pages, or who is otherwise in violation of these Official Rules. Such a person will be prosecuted to the fullest extent of the law.

6. **PRIZES/ODDS OF WINNING:** Ten (10) winners will be randomly selected to each receive: (a) VIP access to the Kris Allen concert taking place at the Center on the Concert Date for themselves and a guest, which includes a "meet & greet" with Kris Allen and (b) an autographed copy of Kris Allen's holiday album (collectively, the "**Prize**"). If the winner's guest is under the age of 16, the winner must be the guest's parent or legal guardian. Transportation to/from the Center is not included. The approximate retail value of the Prize is \$200 USD. There is a limit of one (1) prize per person for all sweepstakes, contests, competitions and promotions conducted by the Center in the same calendar year. No substitution or cash equivalent of the Prize (or portion thereof) is permitted except at the sole discretion of Sponsor, who reserves the right to substitute the Prize (or portion thereof) with one of comparable or greater value. The Prize is nontransferable. The winner agrees to accept his or her Prize "as is." A lost or stolen Prize will not be replaced. All trademarks are property of their respective owners. Odds of winning the Prize depend on the number of eligible entries received.
7. **DRAWING AND NOTIFICATION:** On the Winner Notification Date, ten (10) winners will be selected in a random drawing from all eligible and qualified entries (five (5) from all eligible and qualified entries from each social media platform) received in accordance with these Official Rules. Sponsor shall administer and run the drawing. The selected entries (each, a "**Potential Winner**") will first be notified via Instagram direct message or Facebook comment reply (the "**Winning Notification**") on the Winner Notification Date. The Winning Notification will be sent via the same social media platform by which the selected Entry was submitted. Each Potential Winner must respond to the Winning Notification by the Winner Response Date, using the contact information provided in the Winning Notification to verify eligibility and compliance with these Official Rules. The Potential Winners may need to provide

Sponsor with contact information (first name, last name, address, phone number and/or email address) and/or answer any initial questions to determine eligibility. In the event a Potential Winner is found to be ineligible, or if he/she cannot or does not comply with these Official Rules, the Potential Winner may be disqualified and an alternate winner may be selected. To the extent applicable, if the Winning Notification returns as undeliverable, or if a Potential Winner fails to respond within the prescribed time, such will result in disqualification. Sponsor is not responsible for communication problems of any kind. Sponsor are under no obligation to select an alternate winner. Sponsor's decisions as to the administration and operation of the Sweepstakes and the selection of the qualified winner is final and binding in all matters related to the Sweepstakes.

8. **GENERAL CONDITIONS:** The Prize will only be awarded to a verified winner. Upon verification of eligibility and satisfaction of all other requirements, the winner and winner's guest will be required to execute an Affidavit of Eligibility, a Liability Release and (where legal) a Publicity Release ("**Affidavit/Release**") and provide valid photo identification (e.g., driver's license, passport) before receiving his or her Prize. If the Affidavit/Release is not delivered in person, it must be notarized. If any Potential Winner or their guest fails or refuses to sign and return all Affidavit/Release prior to receiving the Prize, the Potential Winner may be disqualified and an alternate winner may be selected. The winner may pick up his or her Prize at Guest Services, Concierge, or the Management Office at the Center (whichever is applicable) during regular center hours and must present a valid ID at such time. If the winner requests the Prize to be delivered, the winner must provide in writing an address where an authorized person can sign for the Prize. Potential Winners must return the Affidavit/Release (both their own and their guest's), and pick up their Prize or provide their address and request delivery by the Winner Response Date, or else forfeit the Prize. Sponsor does not guarantee delivery of the Prize by or before the Concert Date. The winner is solely responsible for all taxes as it relates to his or her Prize, including applicable sales and income taxes. To the extent applicable, any forms required by the appropriate taxing authority must be completed prior to delivery of the Prize, including a W-9 tax form and a copy of social security card (relates to any prize equal to or exceeding \$600 in value). An IRS Form 1099 reporting the value of the Prize as earned income will be issued as appropriate.
9. **ACCEPTANCE OF PRIZE:** Except where prohibited by law, by accepting his or her Prize, the winner grants Sponsor, Macerich, prize suppliers, Instagram, Facebook, and their respective partners, licensees, parents, subsidiaries, affiliates, assigns, related companies and successors, and all of their respective officers, directors, employees, representatives, attorneys and agents (collectively, the "**Sponsor Entities**") the universal and perpetual right and license to use, exploit, print, publish, reproduce, display, distribute and broadcast, and to grant others the right and license to use, exploit, print, publish, reproduce, display, distribute and broadcast the winner's name, actual or simulated likeness, photograph, image, voice, portrait, picture, personal characteristics, biographical information and other personal identification in any and all languages, formats, and media now known and hereafter developed, in connection with the Sweepstakes and/or any Sweepstakes-related

activity and any and all advertising, promotion, marketing, and/or publicity thereof, including all ancillary and subsidiary rights therein, without additional consideration.

10. OFFICIAL RULES: The Sweepstakes is subject to these Official Rules which will be available at Guest Services, Concierge, or the Management Office at the Center (whichever is applicable) during the Sweepstakes Period. By entering the Sweepstakes, entrants agree to waive any right to claim any ambiguity or error in the Official Rules of the Sweepstakes, or the Sweepstakes itself, and agree to be bound by these Official Rules and by all decisions of Sponsor, whose decision is binding and final in all respects.

11. DISCLAIMERS: Sponsor Entities are not responsible for lost, late, damaged, incomplete, stolen, illegible, misdirected, deleted, destroyed or altered entries; or for any mail, computer, telephone, cable, network, electronic or Internet hardware or software malfunctions, failures, errors, interruptions, deletions, defects, delays, connections, availability or garbled or jumbled transmissions, service provider/Internet/Websites/use net accessibility or availability, traffic congestion, or unauthorized human intervention or access to the websites, as applicable. Proof of entering information on Instagram or Facebook or of deposit into U.S. mail, as applicable, is not considered proof of delivery or receipt. Sponsor Entities are not responsible for any incorrect or inaccurate information. If by reason of any error, more prizes are claimed than the number set forth in these Official Rules, all persons making purportedly valid claims will be included in a random drawing to award the advertised prize. No more than the advertised number of prizes will be awarded. Sponsor reserves the right to cancel, terminate, suspend or modify any contest, sweepstakes, game or drawing not capable of completion as planned, including because of infection by computer virus, bugs, tampering, unauthorized intervention or technical or other failures of any sort, or any other causes beyond the control of Sponsor.

12. RELEASE: By participating, entrants on behalf of themselves and their heirs, executors, administrators, successors and assigns hereby knowingly and voluntarily release, discharge, waive and relinquish, and agree that they will not assert or maintain against the Sponsor Entities, those involved in the development, production (including prize suppliers, contractors, service providers), implementation and distribution of this Sweepstakes, all participating merchants and their designated agents and any other person or entity associated with such entities and/or this Sweepstakes, the Instagram platform, the Facebook platform, administrator, advertising and promotional agencies, and any of their respective officers, directors, employees, representatives, attorneys, or agents (collectively, “**Sponsor Companies**”), any claim, action, suit or demand of any kind or nature whatsoever, whether known or unknown now or in the future, directly or indirectly, in whole or in part, arising out of or in connection with their participation in this Sweepstakes or any Sweepstakes-related activity, or their acceptance, possession, use or misuse of any prize in any way (including any tax liabilities). Entrants hereby further agree that Sponsor Companies are not responsible or liable for, and that entrants will indemnify, defend, release, and hold Sponsor Companies harmless from and

against, any and all claims, liabilities, losses, damages, injuries, costs and expenses (including, without limitation, reasonable attorney's fees) of any nature whatsoever whether known or unknown now or in the future, directly or indirectly, in whole or in part, arising out of or in connection with their participation in this Sweepstakes or any Sweepstakes-related activity, or their acceptance, possession, use or misuse of any prize in any way (including any tax liabilities). Entrants hereby acknowledge that they may hereafter discover facts different from or in addition to those which they now know or believe to be true and agree that this release will remain effective notwithstanding.

- 13. WINNERS LIST/RULES:** The name of the Potential Winners may be obtained after the **Concert Date**, by sending a self-addressed, stamped envelope, naming the Center, to be received before **December 18, 2016**, to: *Kris Allen VIP Experience Sweepstakes 2016 - Winners*, c/o Macerich, 401 Wilshire Boulevard, Suite 700, Santa Monica, CA 90401, Attn: Jackie Lambert.

For a copy of these Official Rules, please send a self-addressed, stamped envelope, naming the Center, to be received before **December 18, 2016**, to: *Kris Allen VIP Experience Sweepstakes 2016 – Official Rules*, c/o Macerich, 401 Wilshire Boulevard, Suite 700, Santa Monica, CA 90401, Attn: Jackie Lambert.

- 14. GOVERNING LAW:** Except to the extent pre-empted by federal or other applicable state law, this Sweepstakes shall be governed by the laws of the State of California (without giving effect to any conflict of law provisions thereof). By participating in this Sweepstakes, entrants agree that any and all disputes which cannot be resolved between entrant and Sponsor, and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively, before a court located in the County of Los Angeles, State of California having competent jurisdiction, which Court shall apply the laws of the State of California is located without giving effect to any conflict of law provisions thereof.

- 15. PRIVACY POLICY:** Entry information collected pursuant to this Sweepstakes will not be used or disclosed for any purpose other than administering the Sweepstakes as contemplated by these Official Rules (unless the entrant otherwise agrees) and in compliance with Sponsor's Privacy Policy (as provided below) as applicable and to the extent permitted by law.

Your Privacy Rights

Privacy Policy for The Macerich Company and its Subsidiaries and Affiliates ("Macerich")

Macerich is committed to protecting your privacy. The information you provide is primarily used to enhance your experience at Macerich properties and provide you with certain types of information that may be of interest to you. We may use it to update you on sales, specials, programs, events, promotions, services, products or other opportunities provided by us, our merchants and/or our business partners,

remind you of important occasions, and/or personalize your shopping experience. The information may also be used internally by Macerich for research and business development purposes, statistical analysis and to improve our websites, Macerich's marketing and promotional efforts and business operations. This statement outlines our privacy policy (our "**Policy**"). When you use our websites, our mobile applications, our social media resources, and/or our pages on social media sites (collectively, the "**Site**"), or otherwise provide information to us (including by completing an entry, registration or other form), you agree to the terms of this Policy.

We may make changes to this Policy from time to time and any such changes will become effective immediately upon posting on www.macerich.com. Any changes to this Policy will be available at the customer service facility and/or mall office at our centers and/or on this web page. By continuing to use the Site, or by otherwise submitting any information to Macerich, after any such Policy change, you are consenting to the Policy, as amended.

The core of our Policy is this: Macerich will not knowingly release, sell, rent or trade your personal information to any third party without your permission, except (i) to our merchants and/or business partners, (ii) if we believe in good faith that the law requires it or in response to a request from a law enforcement agency or authority or any regulatory authority, (iii) to protect the safety of employees, users and/or the public at large, and (iv) to protect our own rights and properties. We may also transfer your personal information to a third party in the event of a corporate transaction or restructuring (e.g., a sale, merger or other transfer of assets) without your permission. Macerich considers "personal information" to include, without limitation, name, e-mail address, home or mailing address, phone number, birth date, anniversary date, gender, and other personally identifiable information you may provide to Macerich via the Site or otherwise ("Personal Information").

What Information We Collect, How We Use It and With Whom We May Share It

Macerich collects only Personal Information that is submitted on a voluntary basis from individuals 13 years of age or older. For those individuals under 13 years of age, parental or guardian consent is required. In order to take advantage of some of our features, programs or events you may need to register and/or provide Personal Information before you can participate.

For example, in order to participate in our Corporate Gift Card program, we ask that you complete our Visa® Gift Card Corporate Pre-Order Form. If you choose to complete this form, you may provide to us your first and last name, company name, mailing address, telephone number, email address, information regarding how the gift cards will be used, type of payment method and gift card value(s) for which you are interested.

In addition, you may choose to send us a request for information via our Request Information Form on the Site. Via the Request Information Form, we request that you provide to us your first and last name, title, organization name, investor type,

mailing address, phone number, facsimile number, email address and any information you choose to provide in the text of your message.

We will use this Personal Information to respond to an inquiry from you or address a request submitted by you (including contacting you directly to request additional information to process your inquiry or request), and/or to send you e-mails, newsletters or other communications and to inform you about sales, specials, programs, events, promotions, services, products or other opportunities that might interest you.

We may share your Personal Information with our merchants and/or business partners so that they are able to contact you and make you aware of similar events and opportunities. You should note that we do not control these operators or their policies with respect to use of Personal Information, and that if you do not wish to receive communications from them, you should contact them directly. Further, we will disclose information we maintain, including Personal Information, when we believe in good faith that the law requires it or in response to a request from a law enforcement agency or authority or any regulatory authority.

We also collect certain other, non-personal information, such as your IP address, browser type, operating system, mobile carrier, Internet Service Provider, browsing patterns on our website, and receive the URLs of sites from which you arrive and leave our Site, which we may use or disclose in any manner. This data may be used to analyze trends, administer the Site, track the user's movement on the Site in the aggregate and gather broad demographic information for aggregate use by us and third parties.

In addition, your Personal Information and/or non-personal information may be used to display targeted advertisements on the Site based on such information. By way of example, Macerich uses Google Display Advertising data to improve the experience of our Site for our users. These display features enable Google to collect data about our users via Google advertising cookies, anonymous identifiers and other data collected through Google's standard analytics implementation. We respect your privacy and, if you wish, you may opt out of Google's tracking features at any time via <https://tools.google.com/dlpage/gaoptout/>.

Please note that we do not engage in the collection of Personal Information about your online activities over time and across third party websites or online services. Accordingly, we do not currently process or comply with any web browser's "do not track" signal or other mechanisms that provide consumers with the ability to exercise choice regarding the collection of Personal Information about your online activities over time and across third party websites. We have not knowingly authorized third parties to collect Personal Information about your online activities over time and across different websites when you use the Site. Nonetheless, such third party companies (e.g., advertisers, companies providing features or functionality on the Site, etc.) may collect and use non-personal information during your visits to the Site and other websites in order to provide advertisements on other sites about goods

and services likely to be of greater interest to you. These companies typically use a cookie or a third party web beacon to collect this information. (See below regarding Use of Cookies and Beacons.)

Use of Cookies and Web Beacons

Macerich, its merchants and business partners, like many companies, may use cookies which are stored on your computer to enhance your experience while using their websites. Cookies make using the Site easier by storing and tracking your preferences and passwords. Your browser is probably set to accept cookies. However, if you would prefer not to receive cookies, you can change your browser settings to refuse them. If you choose to have your browser refuse cookies, it is possible that some areas of the Site will not function properly when you view them, and you may have to enter Personal Information every time you use the Site in order to participate in certain programs or promotions.

Macerich, its merchants and business partners, like many companies, may also use locational beacons, also called web bugs and clear GIFs, or other similar tracking technologies to help monitor activity on their websites. Unlike cookies, web beacons and other similar tracking technologies we may use on our Site do not store information on your computer.

In addition, though not a feature of our Site, Macerich may also use in Macerich's mall properties locational beacons that transmit a signal to mobile device with a mobile application, which may result in your receiving messages or other content targeted to you, with a goal of improving your shopping experience. These web beacons may collect a unique identifier for your mobile device and non-personally identifiable location-based data, including entry onto a Macerich property and time stamps of your journey within the property as permitted by applicable law (i.e. the time you reach a beacon and how long you are in a mall). If and to the extent you have consented to such collection by our service provider, in accordance with their terms and conditions, the service provider may also collect other types of non-personally identifiable information from you.

Requests for Changes to Use of Personal Information

You always have the option to change your mind about receiving communications from us, or to review, change or update any of your Personal Information, and to review our disclosures of your Personal Information by e-mailing us at DataCustSvc@macerich.com or contacting the customer service facility and/or mall office at the applicable center directly, and submitting the appropriate changes.

Security

While Macerich maintains internal controls, including firewalls and other security features, to control unauthorized access to Personal Information, we cannot guarantee our ability to prevent unauthorized access.

Your Responsibility

Although we will protect your privacy on the Site as described in this Policy, you should keep in mind that if you voluntarily disclose Personal Information online, that information may be accessible to others. This is also true if anyone else has access to your personal computer, such as an employer or family member. Additionally, this Policy is incorporated into Macerich's Terms of Use by reference. It is your responsibility to adhere to the requirements of the Terms of Use upon any use of the Site.

Any sweepstakes, contests or other promotions, including rewards programs and text messaging programs (collectively, "**Promotions**") that may be offered via the Site or otherwise will be governed by a separate set of rules or terms and conditions that, in addition to describing such Promotion, may have eligibility requirements, restrictions, terms and conditions governing the Promotion, use of submissions you make, and disclosures about how your Personal Information may be used. It is your responsibility to read such rules or terms and conditions to determine whether or not you are eligible and want to participate, register and/or enter, according to each Promotion's rules or terms and conditions. By participating in any Promotion, you will become subject to those official rules or terms and conditions, and you agree to comply with and abide by such rules or terms and conditions, and the decisions of the sponsor(s) identified therein, if applicable, which shall be final and binding in all respects.

Third-Party Sites

If you link to a third-party site from the Site, any information you submit or reveal on that site is not subject to this Policy. You should review the privacy policies of each site you visit. Macerich does not control any third-party site or their privacy practices, and Macerich is not responsible for the content or practices of any sites that may be linked to Macerich's Site.

Children

Protecting children is important to Macerich. The Site is not intended for use by children under 13 years of age, and we do not knowingly collect Personal Information from such children. By using the Site, you represent that you are at least 13 years of age.

If you are a parent or guardian who believes we have inadvertently collected your child's Personal Information, you may contact us to request the removal of such child's Personal Information from our database at any time by e-mailing us at DataCustSvc@macerich.com or contacting the customer service facility and/or mall office at the applicable center directly. Please note, however, that Personal Information inadvertently collected about a child may remain in back-up storage for some period of time after a request for deletion of that child's account. This may be

the case even though no information about that account remains in our active user databases.

Your California Privacy Rights

Pursuant to Section 1798.83 of the California Civil Code, residents of California have the right to request from a business with whom the California resident has an established business relationship certain information with respect to the types of Personal Information the business shares with third parties for those third parties' direct marketing purposes and the identities of the third parties with whom the business has shared such information during the immediately preceding calendar year. To exercise your rights, you may make one such request each year by e-mailing us at DataCustSvc@macerich.com. You may also read a description of our information disclosure practices in the foregoing provisions of this Privacy Policy.

How to Contact Us

If you have any questions about this Policy, our privacy protection practices, or your dealings with us, please feel free to contact us by sending an e-mail to DataCustSvc@macerich.com or contact the customer service facility and/or mall office at the applicable center directly.

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