

Vintage Faire Mall's County Fair Sweepstakes 2018

OFFICIAL RULES

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

NO PURCHASE NECESSARY

VOID WHERE PROHIBITED BY LAW

- 1. HOW TO ENTER, GENERAL:** *Vintage Faire's County Fair Sweepstakes 2018* (the "Sweepstakes") begins on June 11, 2018 at 8:01 am (Pacific Time – all times set forth in these Official Rules are Pacific Time) and ends on July 11, 2018 at 10:00 pm (the "Sweepstakes Period").

Vintage Faire Mall is located at 3401 Dale Dr., Suite 483, Modesto, CA 95356 (the "Center").

The Center's Instagram page is www.instagram.com/shopvintagefairemall/.

The sponsor of the Sweepstakes is Macerich Vintage Faire LP, 3401 Dale Dr., Suite 483, Modesto, CA 95356 (the "Sponsor").

During the Sweepstakes Period, three Sweepstakes posts (each a "Sweepstakes Post") will be posted on the Center's Instagram page at www.instagram.com/shopvintagefairemall (the "Center's Instagram Page"). Sweepstakes Posts will be posted on (1) June 11, 2018; (2) June 27, 2018, and (3) July 10, 2018.

To enter the Sweepstakes: (i) following the Center on Instagram, @shopvintagefairemall; (ii) visit the Center's Instagram Page during the Sweepstakes Period; (iii) locate one of the Sweepstakes Posts; and (iv) comment on such Sweepstakes Post, tagging a friend, using their Instagram handle, in the comment (the "Comment") before the end of the Sweepstakes Period. Comments must comply with the Comment Requirements set forth below.

If you complete the foregoing entry requirements, you will be eligible to receive one (1) entry (an "Entry") into the Sweepstakes.

Limit one (1) Entry per person during the Sweepstakes Period.

If there are multiple Entries by any one person during an Entry 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 each Entry 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 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 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 account associated with the selected entry. All entries must be submitted from a valid Instagram 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 Comment Requirements provided below.

Entry requires a Instagram 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.

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. Official Rules are available at the management office at the Center.

2. **ELIGIBILITY:** Only legal residents of the fifty (50) United States and District of Columbia, who are thirteen (13) years of age or older at the time of Entry are eligible to enter (if under the age of majority, with parent/legal guardian consent). 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.
3. **COMMENT REQUIREMENTS:** 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 Comment:
 - a. does not violate any law, statute, ordinance or regulation;
 - b. does not violate Instagram's Terms and Policies, including Community Standards;
 - c. 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;

- d. 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
- e. 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 its sole discretion.

By participating in any component of the Sweepstakes and making a Comment, each entrant: (i) grants to Sponsor and its affiliates, in perpetuity, a world-wide, non-exclusive, irrevocable, license to publish, display, reproduce, modify, edit or otherwise use his/her Comment, in whole or in part, for advertising or promoting the Sweepstakes or for any other reason; (ii) waives all moral rights in and to his/her Comment in favor of Sponsor and its affiliates; and (iii) agrees to release and hold harmless Instagram, Sponsor, its affiliates, subsidiaries, parent or related companies, its advertising or Sweepstakes 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, trade-mark infringement or any other intellectual property related cause of action. **For greater certainty, Sponsor reserves the right, in its sole discretion, to remove Sponsor's tag from any Comment if it violates these Comment Requirements, if a complaint is received with respect to the Comment, or for any other reason. Further, the Sponsor reserves the right to message an entrant via Instagram and request he/she edit or modify his/her Comment. Entrants and other individuals with questions, comments, concerns, etc. with regards to a Comment are encouraged to directly contact Sponsor's moderators via Instagram message.**

- 4. SWEEPSTAKES LIMITS:** There is a limit of only one (1) Entry per person during the Sweepstakes Period. If it is discovered that any person has attempted to use

(or attempt to use) multiple names, identities 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 Center's and Sponsor's websites, or who is otherwise in violation of these Official Rules. Such a person will be prosecuted to the fullest extent of the law.

- 5. PRIZES/ODDS OF WINNING:** Odds of winning a prize depend on the number of eligible entries received.

Grand Prize: One (1) winner will be randomly selected from all eligible entries to receive (a) a family four (4) pack of tickets to the Stanislaus County Fair and (b) four (4) front row rickets to the Lifehouse concert on July 18, 2018, and (c) a \$250 JCPenney Gift Card (collectively, the "Grand Prize").

The Stanislaus County Fair takes place July 13-22, 2018 at the Stanislaus County Fairgrounds, 900 N. Broadway, Turlock, CA 95380. The Lifehouse concert shall be at the Stanislaus County Fair at 8:00 PM. The approximate retail value of the Grand Prize is \$300.

Runner Up Prize: Twenty-four (24) winners will be randomly selected from all eligible entries to receive a family four (4) pack of tickets to the Stanislaus County Fair (the "Runner Up Prize"). The approximate retail value of the Runner Up Prize is \$50.

The Grant Prize and Runner Up Prize shall be referred to collectively as the "Prize."

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.

- 6. DRAWING AND NOTIFICATION:** Winners will be selected on July 12, 2018 in a random drawing from all eligible and qualified entries received in accordance with these Official Rules during the Sweepstakes Period. Sponsor shall administer and run the drawing. The selected entries (each a “**Potential Winner**”) will first be notified via Instagram message (either, the “**Winning Notification**”) on July 12, 2018. The Potential Winners must respond to the Winning Notification either within seventy-two (72) hours 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.
- 7. GENERAL CONDITIONS:** The Prize will only be awarded to a verified winner. Upon verification of eligibility and satisfaction of all other requirements, the winner may be required to execute an Affidavit of Eligibility, a Liability Release and (where legal) a Publicity Release (“Affidavit/Release”) before receiving his or her Prize. Winners may pick up their Prize at the Center’s Management Office by July 18, 2018 at 5:00 PM. If any Potential Winner fails or refuses to sign and return all Affidavit/Release before July 18, 2018 at 5:00 PM, the Potential Winner may be disqualified and an alternate winner may be selected. 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.
- 8. ACCEPTANCE OF PRIZE:** Except where prohibited by law, by accepting his or her Prize, the winner grants Sponsor, Macerich, Instagram, prize suppliers, 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

(including, without limitation, Facebook, Instagram, Twitter, television, newspaper, website, and radio), 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. Winners' first names and their last name's initial (e.g., "Jane D.") may be announced across any and all formats, (including, without limitation, Facebook, Instagram, Twitter, television, newspaper, website, and radio).

9. OFFICIAL RULES: The Sweepstakes is subject to these Official Rules. 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.

10. 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 a website or 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.

11. 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 Instagram and 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, 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.

12. PARENT/GUARDIAN CONSENTS. If a winner is under the age of eighteen (18), their parent or legal guardian must execute documentation to acknowledge, consent to, confirm, and approve the terms of these Official Rules and the Affidavit/Release, and must submit to Sponsor such documentation at the time the respective winner submits his or her Affidavit/Release.

13. WINNERS LIST/RULES: The name of the winners may be obtained after **July 12, 2018**, by sending a self-addressed, stamped envelope, to be received before **August 12, 2018**, to: Vintage Faire Mall County Fair Sweepstakes - Winners, c/o Vintage Faire Mall 3401 Dale Dr., Suite 483, Modesto, CA 95356, Attn: Marketing Manager.

For a copy of the Official Rules, please send a self-addressed, stamped envelope, to be received before **August 12, 2018**, to: Vintage Faire Mall County Fair Sweepstakes – Official Rules, c/o Vintage Faire Mall 3401 Dale Dr., Suite 483, Modesto, CA 95356, Attn: Marketing Manager.

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 Los Angeles County, California having competent jurisdiction, which Court shall apply the laws of the State of California without giving effect to any conflict of law provisions thereof.

15. PRIVACY POLICY: Entry information collected pursuant to this Sweepstakes will be used to administer the Sweepstakes as contemplated by these Official Rules and for general marketing purposes 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.

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, and 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 Web 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.

Use of Other Mobile Data Technology in Macerich Mall Properties

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.

Via video cameras positioned throughout a Macerich mall property, we may also photograph you and analyze such photographs to determine your path through our property and/or to assess demographic data related to you, such as your age or gender. We may use such information for marketing, strategic and security purposes. Due to the nature of such technology, you are unable to opt out of being photographed or videotaped while on any Macerich mall property.

Further, we may employ in the Macerich malls other mobile data technology to track your path of travel, assess the duration of time you are on our property, count the total numbers of shoppers by hour, by entrance and other zones within the property, and detect whether you are a repeat visitor and the frequency of your visits. Specifically, if you are carrying a smartphone or other mobile device onto one of our properties, we may determine and then track the location of such device by observing Wi-Fi or Bluetooth signals broadcast from the device and logging the unique number assigned to such device when it was manufactured (known as a "MAC address"), together with the time, signal strength and location of the observing sensor. This may be accomplished using Wi-Fi access points from any guest Wi-Fi we may offer at the property, *regardless of whether you use such Wi-Fi*, and/or via Wi-Fi sensors provided by a Macerich service provider. We use such information for marketing, strategic and security purposes.

To avoid any collection of data by means of such mobile device detection technology, you (i) should ensure all mobile devices you may be carrying are fully powered off at all times while on our property AND (ii) opt not to use any guest Wi-Fi service we may make available at the property.

Please note we do not intentionally direct collection of data, via any beacons, video cameras or other mobile data technology described in this section, toward children under the age of 13. To the extent images of children we believe to be under 13 are captured by our video cameras, Macerich does not retain such images. Please note, however, that we do collect IP addresses as noted above, without regard to age.

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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