

MALL MOMENTS WITH MOM GIVEAWAY SWEEPSTAKES

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:** *Mall Moments with Mom Giveaway Sweepstakes* (the “Sweepstakes”) begins on Saturday, May 1, 2021 at 12:01 am (Pacific time – all times set forth in these Official Rules are Pacific time) and ends on Sunday, May 9, 2021 at 11:59 pm (the “Sweepstakes Period”).

The participating centers are listed in the chart below (collectively the “Centers” and individually each may be referred to as the “Center”) and are located at the addresses listed in the chart below. Each Center’s Instagram or Facebook page is listed in the chart below, as applicable.

Center	Social URL for Entry	Center Address
Deptford Mall	https://www.facebook.com/ShopDeptfordMall	1750 Deptford Center Road, Deptford, NJ 08096
Desert Sky Mall	https://www.facebook.com/ShopDesertSky	7611 W. Thomas Road, Phoenix, AZ 85033
La Encantada	https://www.facebook.com/ShopLaEncantada	2905 E. Skyline Drive, Tucson, AZ 85718
Northpark Mall	https://www.facebook.com/NorthparkMallIA	320 West Kimberly Road, Davenport, IA 52806
SouthPark Mall	https://www.facebook.com/SouthParkMallIL	4500 16th Street, Moline, IL 61265
Southridge Mall	https://www.facebook.com/SouthridgeMall	1111 E. Army Post Road, Des Moines, IA 50315
Superstition Springs Center	https://www.facebook.com/SuperstitionSpringsCenter	6555 E. Southern Avenue, Mesa, AZ 85206
The Shops at Atlas Park	https://www.facebook.com/ShopsatAtlasPark	8000 Cooper Avenue, Glendale, NY 11385
Towne Mall	https://www.facebook.com/ShopTowneMall	1704 N. Dixie Highway, Elizabethtown, KY 42701
Valley Mall	https://www.facebook.com/ShopValleyMall	1925 E. Market Street, Harrisonburg, VA 22801
Wilton Mall	https://www.facebook.com/WiltonMall	3065 Route 50, Saratoga Springs, NY 12866
Fashion District Philadelphia	www.instagram.com/fashiondistrictphl	901 Market Street, Philadelphia, PA 19107

The Village at Corte Madera	www.instagram.com/shopcortemadera	1618 Redwood Highway, Corte Madera, CA 94925
Arden Fair	www.instagram.com/ardenfair	1689 Arden Way, Suite 1167, Sacramento, CA 95815
Arrowhead Towne Center	www.instagram.com/arrowheadtownecenter	7700 W. Arrowhead Towne Center, Glendale, AZ 85308
Biltmore Fashion Park	www.instagram.com/biltmorefashionpark	2502 E. Camelback Road, Phoenix, AZ 85016
Broadway Plaza	www.instagram.com/broadway_plaza	1275 Broadway Plaza, Walnut Creek, CA 94596
Chandler Fashion Center	www.instagram.com/chandlerfashioncenter	3111 W. Chandler Boulevard, Chandler, AZ 85226
Danbury Fair Mall	www.instagram.com/DanburyFairMall	7 Backus Avenue, Danbury, CT 06810
Fashion Outlets of Chicago	www.instagram.com/fashionchicago	5220 Fashion Outlets Way, Rosemont, IL 60018
Fresno Fashion Fair Mall	www.instagram.com/fashionfairmall	4841 N. 1st Street, Fresno, CA 93726
Fashion Outlets of Niagara Falls	www.instagram.com/fashionniagara	1900 Military Road, Niagara Falls, NY 14304
Flatiron Crossing Mall	www.instagram.com/flatironcrossingmall	One West Flatiron Crossing Drive, Broomfield, CO 80021
Freehold Raceway Mall	www.instagram.com/freeholdracewaymall	3710 US 9, Freehold, NJ 07728
Green Acres Mall	www.instagram.com/greenacresmall	2034 Green Acres Road, Sunrise Highway, Valley Stream, NY 11581
Inland Center	www.instagram.com/inlandcentermall	500 Inland Center Drive, San Bernardino, CA 92408
Kierland Commons	www.instagram.com/kierlandcommons	15205 N. Kierland Boulevard, Suite 150, Scottsdale, AZ 85254
Kings Plaza Shopping Center	www.instagram.com/kingsplazamall	5100 Kings Plaza, Brooklyn, NY 11234
Lakewood Center	www.instagram.com/lakewoodcenter	500 Lakewood Center Mall, Lakewood, CA 90712
Queens Center	www.instagram.com/queenscentermall	90-15 Queens Boulevard, Elmhurst, NY 11373
Santa Monica Place	www.instagram.com/santamonicaplace	395 Santa Monica Place, Santa Monica, CA 90401
SanTan Village	www.instagram.com/santan_village	2218 E. Williams Field Road, Suite 235, Gilbert, AZ 85295
Scottsdale Fashion Square	www.instagram.com/scottsdalefashionsquare	7014 East Camelback, Scottsdale, AZ 85251
La Cumbre Plaza	www.instagram.com/shoplacumbreplaza	121 South Hope Avenue, Santa Barbara, CA 93105

Los Cerritos Center	www.instagram.com/shoploscerritos	239 Los Cerritos Center, Cerritos, CA 90703
Pacific View	www.instagram.com/shoppacificview	3301-1 E. Main Street, Ventura, CA 93003
South Plains Mall	www.instagram.com/shopsouthplainsmall	6002 Slide Road, Lubbock, TX 79414
Stonewood Center	www.instagram.com/shopstonewoodcenter	251 Stonewood Street, Downey, CA 90241
The Oaks	www.instagram.com/shoptheoaks	350 West Hillcrest Drive, Thousand Oaks, CA 91360
Tyson's Corner Center	www.instagram.com/shoptyson	1961 Chain Bridge Road, Tysons Corner, VA 22102
Valley River Center	www.instagram.com/shopvalleyriver	293 Valley River Center, Eugene, OR 97401
Vintage Faire Mall	www.instagram.com/shopvintagefaire	3401 Dale Road, Suite 483, Modesto, CA 95356
Eastland Mall	www.instagram.com/theeastlandmall	800 N. Green River Road, Evansville, IN 47715
The Mall of Victor Valley	www.instagram.com/themallofvictorvalley	14400 Bear Valley Road, Suite 735, Victorville, CA 92392
The Shops at North Bridge	www.instagram.com/theshopsatnorthbridge	520 North Michigan Avenue, Chicago, IL 60611
Twenty Ninth Street	www.instagram.com/twentyinthstreetmall	1710 29th Street, Boulder, CO 80301
Washington Square	www.instagram.com/washingtonsq	9585 SW Washington Square Road, Portland, OR 97223

The sponsor of the Sweepstakes is Macerich Management Company, a California corporation, 401 Wilshire Boulevard, Suite 700, Santa Monica, CA 90401 (the "Sponsor").

2. HOW TO ENTER. You can enter the Sweepstakes by:

- a. Following the Center on Instagram, where applicable, or on Facebook, where applicable May 10, 2021 at 11:59PM
- b. For Centers where the Contest is taking place via Instagram: Comment on the applicable Center's Instagram and write a memory you have of being at the mall with your mom (the "Post") and tag one of your friends within the comment section (not the picture) (collectively with the Post, the "Comment").
- c. For Centers where the Contest is taking place via Facebook: Comment on the applicable Center's Facebook post and write a Post within the comment section (not the picture). You do not have to tag anyone on Facebook.

By making a Post, you shall receive one (1) "Entry" into the Sweepstakes. Each Comment with 1 friend tagged will count as one (1) Entry into the Sweepstakes. Subsequent Comments with different friends tagged will count as another one (1)

Entry into the Sweepstakes. In order for each Comment to count as an individual Entry, each individual Comment must contain different friends tagged.

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. 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 Post Guidelines provided below.

Entry requires a valid Instagram or Facebook account. Obtaining an Instagram or Facebook 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. 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.

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 Center's Management Office.

3. **ELIGIBILITY:** Only legal residents of the United States, who are 16 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. **COMMENT 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 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 violate Facebook's Terms and Policies, including Community Standards
- d. 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;
- e. 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
- f. 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 Post, 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 Post in favor of Sponsor and its affiliates; and (iii) agrees to release and hold harmless Instagram, Facebook, 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 Post if it violates these Post Requirements, if a complaint is received with respect to the Post, or for

any other reason. Further, the Sponsor reserves the right to message an entrant via Instagram or Facebook and request he/she edit or modify his/her Post. Entrants and other individuals with questions, comments, concerns, etc. with regards to a Post are encouraged to directly contact Sponsor's moderators via Instagram or Facebook direct message.

- 5. SWEEPSTAKES LIMITS:** 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.
- 6. PRIZES/ODDS OF WINNING:** Odds of winning a prize depend on the number of eligible entries received. One (1) winner will be randomly selected from all eligible Entries collected to receive the following prize (the "Prize"):
- a. \$1,000 check written out to the winner

Transportation, parking, concessions, gratuities, and other expenses are not included. Sponsor is not liable for anything outside of its control, including, without limitation, rain/weather delays or cancellation and traffic.

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.

- 7. DRAWING AND NOTIFICATION:** The winner will be selected in a random drawing from all eligible and qualified entries received in accordance with these Official Rules

on May 11, 2021. Sponsor shall administer and run the drawing. The selected entry (the “**Potential Winner**”) will first be notified via Instagram or Facebook Messenger (the “**Winning Notification**”) on May 11, 2021. The Potential Winner must respond to the Winning Notification within 48 hours using the contact information provided in the Winning Notification to verify eligibility and compliance with these Official Rules and confirm their address at which to receive their Prize, if desired. The Potential Winners may need to provide Sponsor with contact information (first name, last name, phone number and/or email address) and/or answer any initial questions to determine eligibility. In the event the 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 is 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. The Prize will be mailed to the Winner.

- 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 may be required to execute an Affidavit of Eligibility, a Liability Release and (where legal) a Publicity Release (“Affidavit/Release”) and provide valid photo identification (i.e., driver’s license, passport) before receiving his or her Prize. The Prize must be picked up at the Center’s Management Office. 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, PUBLICITY:** Except where prohibited by law, by accepting his or her Prize, the winner grants Sponsor, Macerich, 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).

10. 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.

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 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.

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 Instagram, Facebook, 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.

13. WINNERS LIST/RULES: The name of the winner may be obtained after July 1, 2021, by sending a self-addressed, stamped envelope, to be received July 5 2021, to: Mall Moments with Mom Giveaway Sweepstakes - Winners, c/o Macerich Management Company, 401 Wilshire Boulevard, Suite 700, Santa Monica, CA 90401, Attn: Social Media Marketing Manager.

For a copy of the Official Rules, please send a self-addressed, stamped envelope, to be received before May 9, 2021, to: Mall Moments with Mom Giveaway Sweepstakes - Winners, c/o Macerich Management Company, 401 Wilshire Boulevard, Suite 700, Santa Monica, CA 90401, Attn: Social Media 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")

To view Privacy Policy in entirety, visit: <https://www.macerich.com/Privacy>