

#foundatsimon Official Rules

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

1. Eligibility: #foundatsimon (the "Contest") is open only to legal residents of the forty-nine (49) United States (excluding Rhode Island) and the District of Columbia who are at least eighteen (18) years old at the time of entry and who did not purchase any equipment for the purposes of entering this Contest. Employees of Simon Property Group, L.P., HelloWorld, Inc., any of the Simon Style Setter bloggers, and any of their respective parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Contest is subject to all applicable federal, state, and local laws and regulations and is void in Rhode Island where prohibited.

2. Sponsor: Simon Property Group, L.P. ("Simon" or "Sponsor"), 225 West Washington Street, Indianapolis, IN 46204. **Administrator:** HelloWorld, Inc., One ePrize Drive, Pleasant Ridge, MI 48069.

3. Agreement to Official Rules: Participation in this Contest constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to this Contest. Winning the prize is contingent upon fulfilling all requirements set forth herein.

4. Timing: The Contest begins on July 25, 2014 at 12:00 a.m. Eastern Time ("ET"), ends on December 31, 2014 at 11:59 p.m. ET (the "Contest Period") and consists of five (5) independent monthly entry periods (each a "Monthly Entry Period"). Each Monthly Entry Period starts on the first day of the month and ends on the last day of the month. A winner will be selected after each Monthly Entry Period from all eligible submissions received. Twitter, Inc.'s and Instagram, Inc.'s servers are the official time-keeping device for the Contest.

5. How to Enter: To participate in this contest you must have a Twitter account or an Instagram account. Your account settings must allow for all of your photos to be public and thus viewable by the Sponsor and its agents.

If you do not have an account, you can create one for free by visiting www.instagram.com or www.Twitter.com. Accounts are subject to its Terms of Use: <http://instagram.com/about/legal/terms/> or <http://twitter.com/tos>. **If you use a mobile device to post your photo, message and data rates may apply.**

During each Monthly Entry Period, take a photo that displays an outfit that shows your style. The photo may include you wearing the style you have created; *but it may not include any other persons*. Post it on Instagram or Tweet it with Twitter and include the hashtags #foundatsimon and #Contest

Your photo and text will collectively be referred to as your submission ("Submission"). By posting or Tweeting your Submission, you agree that your Submission conforms to the Photo Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may disqualify you from the Contest if it believes that your Submission fails to conform to the Guidelines and Restrictions.

Photo Guidelines:

- The Submission must conform with Instagram or Twitter size and format requirements and other guidelines; and

- The Submission must contain the "#foundatsimon and #Contest" hashtags.

Content Restrictions:

- THE SUBMISSION MUST BE CREATED AND POSTED BY AN ENTRANT WHO IS EIGHTEEN (18) YEARS OF AGE OR OLDER;
- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Submission must not disparage Sponsor or any other person or party affiliated with the Contest;
- The Submission must not contain brand names or trademarks other than those owned by Sponsor, which entrant has a limited license to use to incorporate in his/her Submission in this Contest;
- The Submission must not include any other individuals other than entrant;
- The Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where Submission is created.

Limit: Each entrant may upload three (3) Submissions per Monthly Entry Period. Submissions received from any person or email address in excess of the stated limit will be void. Submissions generated by script, macro or other automated means are void. In the event of a dispute as to any Submission, the authorized account holder of the email address associated with the Account used to register will be deemed to be the entrant and must comply with these Official Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each entrant may be required to show proof of being an authorized account holder.

6. Grant of Rights: By posting or Tweeting a Submission, entrant consents to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submission in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission. Released Parties (as defined in Section 10, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions; all of which will be void.

7. Winner Determination: After each Monthly Entry Period, a panel of qualified judges determined by Sponsor in its sole discretion will select the highest-scoring Submission (the "Potential Winner ") from among all eligible Submissions received for the applicable Monthly Entry Period based on the following criteria ("Judging Criteria"):

- Creativity/Originality (30%);
- Style Illustrates Current Fashion Trend (40%); and
- Photo Quality (30%).

In the event of a tie, the entrant whose Submission received the highest score for "Style Illustrates Current Fashion Trend," as determined by the qualified judges, in their sole discretion, will be deemed the Potential Winner. Sponsor reserves the right to not select a potential winner, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions.

8. Winner Requirements: Potential winner will be notified on or around the 6th day of the following month by Sponsor by either private message (if potential winner posted on Instagram) or by reply to potential winner's Tweet with prize claim instructions. Potential winner will be asked to respond to the private message with his/her name, email address, mailing address, and date of birth within two (2) days of the date notice to claim the prize. If a potential winner cannot be contacted, fails respond with requested information within the required time period, does not comply with these Official Rules, or prize is returned as undeliverable, potential winner forfeits the prize. If a potential winner is disqualified for any reason, the prize may be awarded to a runner-up, if any, in Sponsor's sole discretion. Only three (3) alternate winners may be determined, after which the prize will remain un-awarded. Acceptance of any prize shall constitute and signify the winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, photo, Submission and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. Without limiting the generality of these Official Rules, the winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. The winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. The winner will indemnify Sponsor, Released Parties (as defined in Section 9, below) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms. Prize will be fulfilled within 8 - 10 weeks after end of each Monthly Entry Period.

9. Prizes: FIVE (5) GRAND PRIZES (One (1) per Monthly Entry Period): \$500 Simon Giftcard® (Giftcard terms and conditions apply). Approximate Retail Value: \$500 each. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Limit: One (1) prize per person.

10. Release: By receipt of any prize, winner agrees to release and hold harmless the Sponsor, Administrator and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, any Submission which does not conform in all respects to the Photo Guidelines and Content Restrictions including but not limited to the express representation that the Submission is made by a person aged eighteen (18) or older, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize.

11. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. If terminated Sponsor may, in its sole discretion, determine the winner from among all non-suspect, eligible Submissions received up to time of such action using the judging procedure outlined above. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the Submission process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated Submissions. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

12. Limitations of Liability: Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Submission process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions or votes or the tabulating of votes, the announcement of the prizes or in any Contest-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize (including any travel/activity related thereto); or (7) any Submission which does not conform in all respects to the Photo Guidelines and Content Restrictions including but not limited to the express representation that the Submission is made by a person aged eighteen (18). Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third party use of any Submission.

13. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

14. Entrant's Personal Information: Information collected from entrant is subject to Sponsor's Privacy Policy (<http://www.simon.com/privacypolicy.aspx>) and Administrator's Privacy Policy (<http://www.eprize.com/privacy-policy>); in the event of a conflict between the respective privacy policies, the provisions of Sponsor's Privacy Policy shall govern.

15. Winner List: For a winner list, visit <http://bit.ly/1jo3Nyy>. The winner list will be posted after winner confirmation is complete.

This Contest is in no way sponsored, endorsed or administered by, or associated with Twitter or Instagram. By entering the Contest, you understand that you are providing your information to Simon Property Group, L.P. and not to Twitter or Instagram.

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