

## SANTA'S TOY FINDER SWEEPSTAKES

### OFFICIAL RULES

MANY WILL ENTER, FEW WILL WIN. NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Only legal residents of the 50 United States and the District of Columbia who are 5 years of age or older at the time of entry are eligible to enter Santa's Toy Finder ("Sweepstakes"). Parents and legal guardians may enter on behalf of a child. Entrants who are under the age of majority in their state of residency at time of entry must have the permission of a parent or legal guardian ("Parent/Guardian") to participate in the Sweepstakes. Entry information provided for children under age thirteen (13) will be used solely to administer the promotion and will be destroyed on the conclusion of the Sweepstakes. Void where prohibited and subject to all applicable laws and regulations. Sponsor(s) (as defined below), Sponsor's parent, subsidiary and affiliate entities and their respective officers, directors, agents, and employees, as well as the immediate family (spouse, parents, siblings and children) and household members (whether or not related) of each such Sponsor, Facebook, Instagram, Twitter and each of their respective parents, affiliates, subsidiaries and advertising and promotion agencies are not eligible to enter or win. Entrants must fulfill all requirements set forth in the Official Rules and abide by all decisions of the Sponsor(s) and/or Administrator in order to be eligible for a prize.

2. How to Enter: Eligible individuals: may enter Sweepstakes by visiting [www.mallofamerica.com/SantasToyFinder](http://www.mallofamerica.com/SantasToyFinder) and following the instructions for the Sweepstakes. By completing the entry form in accordance with the instructions on the Website, you represent that you have complied with the submission guidelines and content restrictions as specified on the Website. Entrants are only permitted to enter the Sweepstakes one (1) time throughout the duration of the Sweepstakes Period. All entries will be deemed to have been made by the authorized account holder for the submitted email address. Submitting mass entries or entries generated by a script, macro or use of automated devices is prohibited and may result in disqualification.

Entry Period: The Sweepstakes Period begins on November 30<sup>th</sup> 2018 at 12:00 pm noon Central Time ("CT") and ends on December 26<sup>th</sup> 2018 at 12:00 pm noon CT (the "Entry Submission Deadline"). Entries received after the Entry Submission Deadline or outside the Sweepstakes Period are void. All entries must be received by Sponsor(s) on or before Entry Submission Deadline as determined by Sponsor's(s) clock. This Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Facebook, Twitter or Instagram. By entering, you understand that you are providing your information to Sponsor(s) and not Facebook.

3. Odds of Winning: Odds of winning depend on the total combined number of eligible entries received. The winner will be chosen in a random drawing to take place on or about December 26<sup>th</sup>, 2018 and will be conducted using randomization methods selected by the Sponsor in his/her sole discretion. Eligible individuals may only win one time during the Sweepstakes Period. Eligible individuals may only win one time during the Sweepstakes Period and may not have won a Prize from Mall of America, Theaters at Mall of America, or Nickelodeon Universe within the past ninety (90) days.

4. Winner Notification/Requirements: Each potential Prize winner will be notified by email mail or phone by December 28<sup>th</sup>, 2018. Any potential Prize winner may be required to sign and return to Sponsor(s), within one (1) day of date specified on notification, an Affidavit of Eligibility, General Release & Waiver, and Publicity Release in the form or forms provided by Sponsor(s) (where and to the extent legally permissible) to claim the Prize. A Prize must be claimed within three (3) days of the initial Prize notification to the potential winner, or such winner will be disqualified, and an alternate winner may be selected. If a potential Prize winner cannot be contacted or fails to sign and return the applicable Affidavit of Eligibility, General Release & Waiver, and/or Publicity Release within the required time period noted above, the potential Prize winner will be disqualified and forfeits the Prize. If not disqualified, the potential Prize winner must continue to comply with all terms and conditions of these Official Rules. Winning and awarding of the Prize is contingent upon fulfilling all requirements. Failure to comply with these requirements, return of Prize notification or Prize as undeliverable, or disqualification of any potential winner for any reason may result in forfeiture of Prize, and the Sponsor(s) will select an alternate winner. If, after selection of three (3) consecutive alternate potential winners, no alternate winner qualifies to receive the Prize, then the Prize will be forfeited and may be awarded to an alternate winner in a separate random drawing.

If any potential Prize winner is a minor in his/her state of residence, as a condition to receipt of a Prize, the minor's Parent/Guardian must sign and timely submit the required Affidavit of Eligibility, General Release & Waiver and, where permitted by law, Publicity Release on behalf of the minor, and the Parent/Guardian shall also sign the General Release & Waiver and be personally legally bound by such General Release & Waiver. In Sponsor'(s) sole discretion, the Prize may be awarded to the minor's Parent/Guardian rather than the minor, which Parent/Guardian shall then sign all required documents and assume all the responsibilities of the Prize winner.

5. Prize(s) and Donor(s): Three (3) Grand Prize Winners will each receive One (1) \$500.00 Mall of America gift card (a "Prize"). The approximate retail value of the Prize is \$500.00 ("Approximate Retail Value"). Winner will not receive difference between actual and Approximate Retail Value. Sponsor(s) make(s) no warranties concerning any component of a Prize that is not provided directly by Sponsor(s). Prize is non-transferable and not redeemable for cash, and no substitution will be made unless Sponsor(s), in its sole discretion, determines

otherwise. Sponsor(s) reserves the right to substitute a Prize for one of equal or greater value, including cash, in Sponsor'(s) sole discretion, if a Prize should become unavailable for any reason. Winner is solely responsible for reporting and paying any and all applicable federal, state and local taxes, and for any and all other costs, assessments, expenses, and fees associated with Prize award, receipt and use. If a Prize allows the winner to share the Prize with guests, Sponsor(s) may require each of the winner's guests to sign and return a General Release & Waiver and Publicity Release, as a condition for use of any component of the Prize. If a guest is a minor in his/her state of residency, the minor's parent or legal guardian must verify and confirm his/her agreement to the General Release & Waiver and Publicity Release in order to participate in the use of any component of the Prize.

6. Release/Publicity Consent: As a condition to receipt of a Prize, winner agrees to sign a General Release & Waiver releasing Sponsor(s) and its parent, affiliate, subsidiary entities, its merchants, and their respective agents, employees, suppliers, and advertising/promotional and judging agencies (the "Sponsor Group") Facebook, and each of their respective parents, affiliates, subsidiaries, from any and all liability whatsoever for injuries, damages or losses to persons and/or property which may be sustained in connection with the Sweepstakes or the Prize. If a Prize winner is a minor in his/her state of residence, the Prize may be awarded in the name of the parent or legal guardian, in the sole discretion of Sponsor(s), and such Parent/Guardian will be required to fulfill all eligibility and other requirements necessary, as determined by Sponsor(s), to claim the Prize. As a condition to receipt of any Prize, winners (or their Parent/Guardian in the case of minors) may be required to sign affidavits/disclaimers and tax forms, and winners (or Parent/Guardian in the case of minors) are responsible for any and all costs, taxes, assessments, expenses, and fees associated with the Sweepstakes and Prize award, receipt and use. Except where prohibited by law, winners consent and agree to the use of their names, city and state/country, photographs, likeness, submission(s), statements, video, and voices for broadcast, marketing and promotional purposes in all forms of media (including, without limitation, online) on a worldwide basis by Sponsor(s) and its promotional agencies, Sweepstakes partners, designees, successors and assigns, before, during and after the Sweepstakes, without compensation or right of review, attribution, or notice, in perpetuity. Winner(s) (or their Parent/Guardian in the case of minors) may be required by Sponsor(s) to sign a Publicity Release (where not prohibited by law) regarding such consent as a condition to receipt of a Prize.

7. Agreement to Official Rules: By participating in the Sweepstakes, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor(s) and/or Administrator (including but not limited to decisions regarding eligibility of entries, the selection of entrants and winners, and the awarding of prizes), which are final and binding in all matters related to the Sweepstakes. Sponsor(s) reserves the right, in its sole discretion, to terminate, modify or suspend the Sweepstakes if, in Sponsor'(s) opinion, there is any suspected or actual evidence of fraud, tampering, unauthorized intervention, technical difficulties or failures,

or any other factor beyond Sponsor'(s) reasonable control that may affect the administration, security, fairness or integrity, or proper conduct of the Sweepstakes. Sponsor'(s) failure to enforce any term of these Official Rules shall not constitute a waiver of that term or any other term in these Official Rules. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision were eliminated from the rules.

8. General Conditions: Sponsor(s) reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failure, computer virus, tampering, unauthorized intervention, or any other factor beyond Sponsor'(s) control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor(s) in its sole discretion. In the event there is more than one Sponsor and the Sponsors) are in disagreement over a modification, suspension, or termination of the Sweepstakes, then MOAC Mall Holdings LLC shall have the final decision with respect to any modification, suspension, or termination of the Sweepstakes. Sponsor(s), in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or acting in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and/or civil law, and, should such an attempt be made, Sponsor(s) reserves the right to prosecute and/or seek damages from any such person to the fullest extent permitted by law. Sponsor'(s) failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision. Sponsor(s) is not responsible for incomplete, illegible, misdirected, misprinted, late, or lost entries, submissions or Prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties, or other errors of any kind or nature; or for the incorrect or incomplete capture of information, or the failure to capture any information. No mechanically reproduced, illegible, incomplete, forged, software-generated or otherwise multiple entries will be accepted. If any dispute regarding identity of any winner cannot be resolved to Sponsor'(s) satisfaction, that entrant/potential winner will be disqualified.

9. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the Federal District Court of Hennepin County, Minnesota; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, 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.

10. Governing Law: The Sweepstakes is governed by the laws of the State of Minnesota, without regard to any choice of law provisions. 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(s) in connection with the Sweepstakes and/or any Prize, shall be governed by, and construed in accordance with, the laws of the State of Minnesota without giving effect to any choice of law or conflict of law rules (whether of the State of Minnesota or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Minnesota.

11. Entrant's Personal Information: All personal information collected from entrant is subject to the Sponsor(s) Privacy Policy (as set forth on the Website) except to the extent waived by a winner through agreement to a Publicity Release.

12. Sponsor(s) and Administrator: The Sweepstakes is sponsored and administered by MOAC Mall Holdings LLC, doing business as Mall of America, ("Sponsor(s)"), 2131 Lindau Lane, Bloomington, MN 55425.

13. Winners List/Official Rules: For a complete list of winners and/or copies of the Official Sweepstakes Rules, send a self-addressed, stamped envelope to: Mall of America, Attn: Marketing Dept., 2131 Lindau Lane, Suite 500 Bloomington, MN 55425. All such requests must be received within six (6) weeks after the end of the Sweepstakes. These Official Rules will be posted on the Website during the Sweepstakes Period. All questions regarding the Sweepstakes can be referred to [SantasToyFinder@moa.com](mailto:SantasToyFinder@moa.com).