## MINNOCOATA TRAVEL BLOGGER GRAND PRIZE TRIP TO MOA GIVEAWAY OFFICIAL RULES

## 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 18 years of age at the time of entry are eligible to enter the Travel Blogger Grand Prize Trip to MOA Giveaway ("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, are not eligible to enter or win. Facebook, and its 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 the Sweepstakes by visiting <a href="www.facebook.com/mallofamerica">www.facebook.com/mallofamerica</a>. The individual can enter the sweepstakes by posting a comment on the Travel Blogger Grand Prize Trip to MOA photo that will be posted and clearly stated on the official Mall of America Facebook page. By posting a message in accordance with these instructions, you represent that you have complied with the submission guidelines and content restrictions specified here. Entries are limited to one per person. All entries will be held until the Sweepstakes Period is over and discarded after the winners have been confirmed. All entries will be deemed to have been made by the authorized account holder. Anyone found using multiple accounts to enter will be ineligible and may result in disqualification. Submitting mass entries, multiple entries, or entries generated by a script, macro or use of automated devices is prohibited and may result in disqualification.

All Facebook entrants must have a Facebook account in order to enter the Sweepstakes by social media. Facebook is not available in all markets. The Sponsor(s) is not responsible for charges you may incur as a result of wireless phone transmissions. Entrants acknowledge that Facebook comments are distributed and delivered through third-party providers. Sponsor(s) do not guarantee, and shall not be responsible for, the delivery or timeliness of any Facebook entry. Sponsor(s) will at all times consider the time that a comment is logged as received in its system as being the time of a Facebook entry, regardless of the time at which the entrant attempted to send the entry and regardless of any technical problems or other complications that may have delayed its delivery. By submitting your entry in accordance with the Official Rules, you represent that you have complied with the submission guidelines and content restrictions. All entries will be deemed to have been made by the authorized account holder for the submitted telephone number and/or email address. Submitting mass entries or entries generated by a script, macro or use of automated devices is prohibited and may result in disqualification of entrant. Any attempts to submit multiple entries via the same telephone number will be disqualified.

**Entry Period:** The Sweepstakes Period begins on March 10, 2015 at noon Central Time ("CT") and ends on April 12, 2015 at noon Central Time ("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) clock. This Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Facebook. By entering, you understand that you are providing your information to Sponsor(s) and not Facebook.

**Odds of Winning** Odds of winning depend on the total combined number of eligible entries received for each photo. The potential winner will be chosen at random on April 13, 2015 using randomization methods selected. Eligible individuals may only win one time during the Sweepstakes Period.

**3. Winner Notification/Requirements:** Each potential Prize winner will be notified via Facebook on April 13, 2015, the day after the Sweepstakes Period. Any potential Prize winner may be required to sign and return to Sponsor(s) within twenty four hours (24) 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) at the time Prize is picked up in order to claim the Prize. A Prize must be claimed within forty eight (48)

hours of the initial Prize notification to the potential winner, or the Prize will be forfeited. 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, and 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 remain un-awarded.

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.

- 4. Prize(s) and Donor(s): One (1) Grand Prize winner will receive a four (4) day/three (3) night trip for winner and one (1) guest to visit Mall of America, Bloomington, Minnesota, consisting of the following elements: (i) round-trip coach air transportation for two (2) on between a Sponsor-selected major metropolitan airport near winner's residence in the continental U.S. ("airport of origin") and MSP Airport in Bloomington, Minnesota: (ii) hotel accommodations for three (3) nights (one standard room, double occupancy, including room tax) at Radisson Blu Mall of America; (iii) two (2) \$500 Mall of America Visa Gift Cards (one for the winner and one for his/her quest) (the package, a "Prize"). If winner resides less than two hundred fifty (250) miles from the Mall of America, Sponsor(s), in their sole discretion, reserve the right to provide ground transportation in lieu of air transportation. All expenses not specifically mentioned herein are not included and are solely the winner's responsibility, including but not limited to: round trip transportation between the winner's residence and the airport of origin, beverages, food, gratuities and tips, taxes, insurance, laundry service, merchandise, parking, room service, service charges, souvenirs and telephone calls. Winner and winner's guest must travel on the same itinerary; work with Travel Leaders to obtain the most cost-efficient flight; and must comply with all airport and venue security requirements; or prize will be forfeited in its entirety and may be awarded to an alternate winner, provided sufficient time remains to verify alternate winner and ticket prize. Sponsor(s) reserves the right in its sole discretion to suspend or cancel the prize redemption of any winner or guest due to their noncompliance with any security procedure or inappropriate behavior or misconduct. Airline carrier and hotel regulations and conditions apply. Travel and lodging are subject to change and availability, and certain restrictions apply. Sponsor(s) will not replace any lost, misplaced, destroyed, mutilated, or stolen tickets, travel vouchers or certificates. The approximate retail value of the Prize is \$3,000.00, which will vary depending upon point of departure and destination and seasonal fluctuations of hotel rates and airfares. 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 quests, Sponsor(s) may require the winner's quests 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. Prize elements may not be separated. The winners will receive an IRS Form 1099 reflecting the value of the prize.
- **5.** 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 its 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 any media (including, without limitation, online) 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. Winners (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.

- **6. 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) 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 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.
- 7. General Conditions: Sponsor(s) reserves the right, in its sole discretion, to terminate, modify or suspend the Sweepstakes, or any part of it, if, in Sponsor'(s) opinion, there is any suspected or actual evidence of fraud, tampering, computer virus, unauthorized intervention, technical difficulties or failures, or any other factor beyond Sponsor'(s) reasonable control that may affect or impair the administration, security, fairness or 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.
- **8. 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.

- **9. 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.
- **10.** 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.
- **11. Sponsor(s) and Administrator:** The Sweepstakes is sponsored and administered by MOAC Mall Holdings LLC, doing business as Mall of America, ("Sponsor(s)" and "Administrator"), 60 East Broadway, Bloomington, MN 55425.
- **12. 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: Public Relations Department, 60 E. Broadway, 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 Erin VandeSteeg, Mall of America, erin.vandesteeg@moa.net.