

**MOA®WRITER-IN-RESIDENCE CONTEST
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 or older at the time of entry (residents of Alabama, Nebraska, and Wyoming must be 19 years of age, residents of Mississippi must be 21 years of age) are eligible to enter the MOA® Writer-in-Residence Contest (“Contest”). **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, Twitter, Instagram 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:

Phase 1: Contestants must submit their name, address, email address, social channels (if any), a short biography, previous experience (if any) and a pitch (up to 150 words) for what they intend to write about during their residency. A total of 25 semi-finalists will be selected from these applicants by the Judges. Submissions will be judged with an emphasis on the creativity and appeal of their pitches by a qualified panel, including writers and journalism professionals (the “Judge(s)”).

Entry Period: The Phase 1 Submission Period begins on February 20, 2017 at 12:01am Central Time (“CT”) and ends on March 10, 2017 at midnight Central Time (“CT”) (the “Entry Submission Deadline”). Entries received after the Entry Submission Deadline are void. **All entries must be received by Sponsor(s) on or before Entry Submission Deadline** as determined by Sponsor’s clock. This Contest 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.

WEBSITE ENTRY: Eligible individuals (“Contestants”) may enter the Contest by visiting <http://www.mallofamerica.com/writer> (the “Website”) and following the links and instructions for the Contest. By completing the entry form in accordance with the instructions on the Website, the Contestant represents that he/she has complied with the submission guidelines and content restrictions as specified on the Website. Entries are limited to one per person and email address. 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 will result in disqualification.

Odds of Winning Phase 1: Odds of becoming a semi-finalist depend on the total combined number of eligible entries received during Entry Period. Eligible individuals for this Contest may not have won a Prize from Mall of America, Theaters at Mall of America, or Nickelodeon Universe within the past ninety (90) days.

Phase 2: 25 Semi-finalists will be notified by email that they are a semi-finalist on or before April 1, 2017. Semi-finalists will then have two (2) weeks after receiving such notification to submit an essay between 500-800 words demonstrating the type of content they would produce on their chosen topic during the residency.

Contest Submission: Eligible individuals must submit a essay. (the “Submission”) that meets the following requirements: (i) the Submission must be an original work created solely by the Contestant; (ii) the Submission must be attached as an MS Word document or PDF; (iii) the Submission must not violate any copyright, trademark or other intellectual property laws or rights of any third party, and must be accompanied by a talent or other appropriate release from anyone appearing in the Submission; (iv) the Contestant must own all rights to the Submission, including but not limited to copyright, trademark and publicity rights; (v) the Submission must accompany a properly completed entry or registration form. Only

those entries and Submissions meeting all the requirements will be eligible for judging, and (vi) Submission will become the property of Sponsor and will not be returned to Contestant. Contestant acknowledges and agrees that Sponsor may use Submission without the approval of Contestant throughout the world, an unlimited number of times, in perpetuity in any and all media, now known or hereafter invented. All costs of materials, creation and entry of the Submission are the responsibility of the Contestant. Any entry or Submission that, in the opinion of the Sponsor(s) or Judge(s), is incomplete, unreadable, illegible, or offensive will be disqualified.

Semifinalist contest submissions will be judged on the following criteria: – (a) creativity (50%); (b) quality of the essay (40%); (c) previous experience (10%). The judge(s) will be a qualified panel of writers and journalism professionals (the “Judge(s)”.)

Tiebreaker Procedure: The final decision in the event of a tie will be made by Judge(s) based on the following order of precedence: the Contestant with the highest judge’s score in Creativity will take the higher place. If a tie remains then the Contestant with the highest judge’s score in Quality of writing will take the higher place.

During the MOA Writer-in-Residence Program:

Residency Timing: Winner must be available to perform the MOA Writer-in-Residence program during a mutually agreed upon five (5) consecutive day time period, which must include a weekend, between June 10, 2017 and July 10, 2017 (“MOA Writer-in-Residence Program”).

The MOA Writer-in-Residence Program Work and Workspace: During the MOA Writer-in-Residence Program the Winner’s workspace will be located in a common area space within Mall of America. The core daily work hours will be 11:00am to 7:00pm. While the Winner will be encouraged to take breaks from writing to explore the Mall, post on social media, eat and find inspiration, the Winner will need to be physically present at the writer’s desk for no fewer than four (4) hours per day. The Winner’s ongoing work may be displayed in almost-real time on a large monitor at the workspace. The work product may scroll continuously throughout the day for passersby to view. Content will not be displayed on the monitor until it has been submitted by the Winner and approved by a Mall of America Marketing representative. The Winner must submit new content of no less than 150 words, to be displayed on the monitor at three (3) mutually agreed upon times each day. Winner’s written work must not be inaccurate, derogatory, incompatible with, inconsistent with, or otherwise contradictory to the Mall of America’s desired presentation of the Mall or the patrons, tenants, licensees, invitees, or employees of the Mall.

Media coverage: The Winner will make themselves available for Mall of America-approved media interviews. The Winner will NOT speak to the media about the MOA Writer-in-Residence Program either in person, through email or social media without prior approval from Mall of America.

Ownership of Writer-in-Residence Program content: By participating in the Contest, Winner fully and unconditionally agrees that Sponsor shall be the exclusive owner of all right, title, and interest in and to any and all work product, materials, and content produced by Winner during the MOA Writer-in-Residence Program (the “Deliverables”), together with any and all related IP Rights. All Deliverable(s) shall constitute “works made for hire” within the meaning of the Copyright Act, 17 U.S.C. § 101 et seq. and shall be the sole and exclusive property of Sponsor. To the extent that any Deliverable does not constitute a “work made for hire,” Winner does hereby assign and transfer all of its right, title and interest in and to such Deliverable to Sponsor. Winner shall perform all lawful acts and execute and deliver all documents deemed necessary, useful or appropriate by Sponsor to vest in Sponsor the entire right, title and interest in and to such Deliverable(s) and to obtain and record title thereto, and to enable Sponsor to prepare, file and prosecute applications for and obtain and defend trademarks, copyrights and other forms of intellectual property protection on such Deliverable(s). Sponsor has the right to edit all of the Deliverables and/or delete any copy as required in Sponsor’s sole opinion. Sponsor’s ownership includes both the print and electronic versions of Deliverables. Winner will receive credit for writing in the form of a byline. Sponsor makes no representations or warranties to use or publish the writings produced by Winner during the MOA Writer-in-Residence Program.

Post-MOA Writer-in-Residence Program restrictions: Winner may not publish or sell any new content on the topic of Mall of America or any experiences that transpire during the MOA Writer-in-Residence Program for at least six (6) months after the conclusion of the MOA Writer-in-Residence Program.

Odds of Winning Phase 2: Odds of winning Phase 2 of the Contest are 1 in 25.

3. Winner Notification/Requirements: The semifinalist winners will be notified via email on or before April 1, 2017. The Winner will be notified via email on or before May 1, 2017. The Winner may be required to sign and return to Sponsor(s) within ten (10) days 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. The Prize must be claimed within ten (10) days 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 Prize winner will be disqualified and forfeits the Prize. If not disqualified, the Prize winner must continue to comply with all terms and conditions of these Official Rules, and winning 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.

4. Prize(s) and Donor(s): One (1) Prize winner will receive a five (5) day/four (4) night trip for winner to Mall of America, Bloomington, MN consisting of the following elements: (1) Round-trip coach airfare to Mall of America between a Sponsor-selected major metropolitan airport near winner's residence ("airport of origin") and MSP Airport in Bloomington, Minnesota; (2) hotel accommodations for four (4) nights (one standard room, double occupancy, including room tax); (3) Honorarium of \$2,500.00, which will be paid at the conclusion of the MOA Writer-in-Residence Program; (4) Visa Gift Card valued at \$400.00 for food and meals during MOA Writer-in-Residence Program (each a "Prize"). The approximate retail value of the Prize is \$4,500.00, which will vary depending upon point of departure and destination and seasonal fluctuations of hotel rates and airfares. 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. Sponsor(s) will not replace any lost, misplaced, destroyed, mutilated, or stolen gift cards. 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. Winner 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. 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 elements may not be separated. The winners will receive an IRS Form 1099 reflecting the value of the prize. 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.

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, Twitter, Instagram, 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 Contest or the Prize. As a condition to receipt of any Prize, winners may be required to sign affidavits/disclaimers and tax forms, and winners are responsible for any and all costs, taxes, assessments, expenses, and fees associated with the Contest 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, Contest partners, designees, successors and assigns, before, during and after the Contest, without compensation or right of review, attribution, or notice, in perpetuity. Winner(s) 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 Contest, 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 Contest. 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.

7. General Conditions: Sponsor(s) reserves the right, in its sole discretion, to terminate, modify or suspend the Contest, 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 Contest, 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 Contest, then MOAC Mall Holdings LLC shall have the final decision with respect to any modification, suspension, or termination of the Contest. 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 Contest 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 Contest 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 Contest 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 Contest 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 Contest 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 Contest 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 Contest Rules, send a self-addressed, stamped envelope to: Mall of America, Attn: Tourism Department, 60 E. Broadway, Bloomington, MN 55425. All such requests must be received within six (6) weeks after the end of the Contest. These Official Rules will be posted on the Website during the Contest Period. All questions regarding the Contest can be referred to Leif Pettersen, Mall of America, WriterinResidence@moa.net.