

## **Concierge Services Shopping Experience**

Woodbury Common Premium Outlets

Official Terms and Conditions

### **DEFINITIONS:**

**Concierge Services:** is a program offered for a specialized and personal shopping experience specific to the Registered Participant which will include assistance in navigating the Shopping Center, pre-scheduled fitting-room appointments at select retailers, shopping bag storage during Appointment, and an over-all personalized shopping itinerary based on brand preferences.

**Registered Participant:** is the individual registered with Sponsor for the Concierge Services.

**Appointment:** is the specific date and time booked by the Registered Participant and approved by Sponsor for Concierge Services at the Shopping Center. Subject to availability and only during normal Shopping Center hours of operation.

**Sponsor:** Premium Outlet Partners, L.P., 225 West Washington Street, Indianapolis, IN 46204.

**Shopping Center:** Woodbury Common Premium Outlets, 498 Red Apple Court, Central Valley, NY 10917.

**REGISTRATION:** Registration for the Concierge Services is available from August 1, 2018 through and including December 31, 2018 **and only while supplies last and subject to availability**. Participation in the Concierge Services constitutes your full and unconditional agreement to and acceptance of these Official Terms and Conditions of Premium Outlet Partners, L.P. (the "Sponsor") which are final in all respects. To register, guests must visit the Shopping Center's webpage at <http://www.premiumoutlets.com/outlet/woodbury-common>, click on the link for the Concierge Services and register a minimum of five (5) days in advance of your scheduled shopping trip at the Shopping Center. The Registered Participant may bring up to five (5) additional guests to the Appointment, however, the Appointment and all items included with the Concierge Services are expressly limited to the Registered Participant.

Upon completion, approval and acceptance of the Registered Participant's online registration and payment of Five Hundred and 00/100 Dollars (\$500.00), the Registered Participant and no other person shall receive the following after check-in at the Woodbury Common Premium Outlets Management Office, 498 Red Apple Court, Central Valley, NY 10917, on the day of the Appointment:

- One (1) \$500 American Express® Simon Giftcard®;
- Reimbursement of the actual cost of food and beverage only, and excluding alcohol, purchased at Shopping Center retailers during the Appointment or \$50, whichever is less. Reimbursement to the Registered Participant will be made in the form of an American Express® Simon Giftcard®. Registered Participant must bring valid receipts to the Shopping Center Guest Services during Appointment for validation and reimbursement. Receipts presented before or after the Appointment will not be accepted or reimbursed.

Receipts without a date will not be honored. No photocopied or mechanically reproduced receipts will be accepted;

- Concierge Services at the Shopping Center for a maximum of 7 hours on the day of the Appointment; and
- Concierge Services to provide a maximum of 3 hours of coordination services prior to Registered Participant's Appointment solely related to services at the Shopping Center.

The following are the responsibility of the Registered Participant and are NOT included in the Appointment or Concierge Services:

Costs of goods/services purchased;

Costs of cancellation\*;

Custom duties and import taxes;

Delivery/shipping costs including insurance costs;

Transportation costs to and from the Shopping Center;

Costs of any kind associated with any guests of Registered Participant.

**\*A cancellation fee of \$500 will be applied for any reservation cancelled within 24 hours of Appointment.**

**ELIGIBILITY:** Must be 21 years of age or older at time of reservation. Registered Participant must present valid government issued identification. Void where prohibited by law. Employees, agents and representatives of Sponsor, Simon Property Group, its merchants, and their affiliates, suppliers, advertising, promotional, or judging agencies; and the immediate family members of such employees are not eligible to participate.

**RESTRICTIONS:** Sponsor reserves the right, in its sole discretion, to substitute any item included in the Appointment or Concierge Services for something of equal or greater value. No other substitutions or cash equivalents allowed. Appointment and Concierge Services are non-transferable. All federal, state and local laws apply. Sponsor will not make any cash payment, for any reason, after Registered Participant has checked-in. Appointment and Concierge Services may be subject to additional terms and conditions. The American Express® Simon Giftcard® is subject to standard terms and conditions applicable to the American Express® Simon Giftcard®, found at [www.simongiftcard.com](http://www.simongiftcard.com). Sponsor may alter and vary these Terms and Conditions from time to time without any liability to Registered Participant. Sponsor and Sponsor's concierge reserve the right to decline to provide any services requested at their sole discretion and for any reason or for no reason at all. Sponsor and Sponsor's concierge shall not perform any services which are illegal or which may, in the sole opinion of Sponsor, impact its brand or reputation in a negative manner.

**REGISTERED PARTICIPANT RELEASE:** The Concierge Service is governed by the laws of the State of New York. Registered Participants agree to release Sponsor, SPG Partners, GP, LLC, Simon Property Group, Inc., Simon Property Group, L.P., Simon Brand Ventures, LLC, and all of their respective past, present and future officers, directors, shareholders, owners, members, partners, parents, subsidiaries, affiliates, related companies and entities, controlled persons, controlling persons, employees, agents, managers, servants, representatives, merchants, tenants, suppliers, ground lessors, lenders, advisors, advertising, promotional, or judging agencies,

attorneys, heirs, executors, administrators, predecessors, successors and assigns and anyone acting by, through, under or in concert with any of them of and from any and all claims, charges, complaints, liabilities, obligations, misrepresentations, promises, agreements, covenants, rights, remedies, controversies, damages, actions, causes of action, suits, executions, rights, demands, costs, losses, debts, sums of money, disbursements and expenses (including, without limitation, reasonable attorney's fees, costs and expenses) of any nature and kind whatsoever, known or unknown, disclosed or undisclosed, mature or immature, liquidated or unliquidated, absolute, conditional, contingent or otherwise, whether in law, equity or founded under statute, common law or contract in any way arising out of or relating to participating in the Concierge Services or in connection with the receipt, ownership or use of any items provided in or with the Concierge Services or while preparing for participation in and/or traveling to any activity related to the Concierge Services or the Appointment. Registered Participants consent and agree to the use of their names, photographs, and voices or likenesses for broadcast and promotional purposes by Sponsor during and after the Appointment, without compensation by Sponsor.