

**“The Search for Atlanta’s Next Legend”
in conjunction with 2013 Lenox Square Legendary 4th of July
Lenox Square**

Official Rules and Regulations

1. ENTRY: Registration for The Search for Atlanta’s Next Legend (“Contest”) takes place beginning Friday, May 10, 2013, at 5:00 p.m. EST through Sunday, June 9, 2013, at 11:59 p.m. EST (“Registration Period”). Participation in this Contest constitutes your full and unconditional agreement to and acceptance of these Official Rules and decisions of The Retail Property Trust (“Sponsor”), which are final in all respects. To enter the Contest, during the Registration Period, entrant must complete the Official Entry Form, (found at www.simon.com/mall/lenox-square, or www.facebook.com/LenoxSquareMall, and submit a public link to your video (the “Video”) of yourself showcasing your musical act. The Video and Official Entry Form (collectively referred to herein as the “Entry”) must meet the requirements set forth in Section 3 below, as well as all other requirements set forth in these Official Rules in order to be eligible for the Contest. **Entrant must confirm that they meet the Eligibility requirements, confirm their acceptance of these Official Rules, and complete the Official Entry Form in its entirety to be eligible to compete in the Contest.** Incomplete Entries will be rejected. **Limit one (1) Entry, per entrant.** Multiple Entries from one person or group members will disqualify all Entries. Entry into this Contest does not constitute entry into any other contest or other promotion. In the event that ownership of an Entry is contested in any manner, Sponsor retains the discretion to disqualify Entry. Once an entrant submits the public link to his/her Video, it is considered final and may not be re-loaded, modified or re-submitted. The submission of a video link constitutes the entrant’s permission to use the video and the name, voice and likeness of the entrant, as well as the entrant’s representation that he/she has obtained all necessary permissions and approvals to use the video and the name, voice and likeness of all persons appearing in the video, and in connection with the Contest and any and all other exploitations thereof or otherwise, including, without limitation, for programming, advertising and promotional purposes, in all media and/or technologies, now known or hereinafter created, without any fee or other form of compensation. Entry content must be appropriate for posting on Facebook and comply with Facebook’s Terms of Use and Statement of Rights and Responsibilities. Obscene, provocative or otherwise questionable content will not be considered and will be disqualified from the Contest. Sponsor and its agents retain sole discretion as to what constitutes inappropriate content. Entry into the Contest will require completion of contact information. This information must be completed in full and disclosure of this information is being provided to Sponsor and not to Facebook. The email address you provide may be used by Sponsor to send you information and updates, in addition to receiving occasional company news, updates, related product or service information. We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information. Sponsor and its agents are not responsible for undelivered, inaccurate or delayed entries, or for technical, hardware, or software failures of any kind, video links that do not function, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmissions or other errors or problems which may limit or affect a person's ability to participate in the Contest whether human, mechanical, typographical, printing, electronic, network or otherwise, relating to or in connection with the Contest, including, without limitation, errors which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the finalists or in any Contest-related materials. In the event of sabotage, acts of God, terrorism or threats thereof, computer virus or other events or causes beyond the Sponsor’s control, which corrupt the integrity, administration, security or proper operation of the Contest, and Sponsor reserves the right, in its sole discretion, to modify, cancel

or suspend the Contest. All entries must be received by midnight (EST) on Sunday, June 9, 2013.

2. ELIGIBILITY: No purchase or fee of any kind is necessary to enter or win this Contest. **Contest is open to residents of all states in the United States with the exception of Rhode Island, who are over 18 years of age at the time of their Entry. Entrant must not be a member of any talent union and must not have a professional recording contract. Entrant must not be bound by any contract or agreement that prevents, restricts, or conflicts with his/her participation in this Contest, or that requires payment to entrant or any third party arising out of the use of Video in any media for any purpose whatsoever.** Entrants are responsible for any and all costs associated with the Contest, including, but not limited to any costs associated with appearing at the Winner Performance. Sponsor will not reimburse or make payment to entrants or the winner. Void where prohibited by law. Employees, agents and representatives of, Sponsor, Simon Property Group, its merchants, and their affiliates, suppliers, advertising, prize-sponsoring, or promotional agencies, and the immediate family members of such employees are not eligible to participate.

3. VIDEO REQUIREMENTS: Each Video must meet the following requirements, or the Video will be disqualified:

- a. The Video must be no less than thirty (30) seconds and no more than three (3) minutes in duration.
- b. Entrant may not use a third party recording in the Video. No other music is permitted in the Video, except for Entrant's.
- c. The Video may not include any footage from any film, stage production or other show (collectively a "Show"), and may not copy, act out, imitate, parody or use any element (including without limitation any costumes, set design or choreography) from any Show. However, Entrant may include original content, such as choreography, costumes, and set design in the Video.
- d. A public link to the Video must be submitted, and the Video must be in one of the following file formats are: MPG4, WMV, MOV and FLV files.
- e. The Video file size must be under 100 MB.
- f. The Video must be an original creation not previously published or submitted in any other competition.
- g. The Video must not contain any third party copyrighted or proprietary material (including but not limited to logos, corporate or business signs, artwork, or trademarks) or infringe on the intellectual, property or other rights of a third party.
- h. The Video must not defame or invade the publicity or privacy rights of any person, living or dead, or otherwise infringe upon any person's personal or proprietary rights.
- i. The Video must not depict Sponsor negatively and must be in keeping with Sponsor's desired image.
- j. The Video must not display any commercial, political, religious or other third party advertising or messaging.
- k. The Video must not contain any of the following (as determined by Sponsor in its sole discretion): (i) defamatory words or statements, including words or symbols

that are considered offensive to individuals of a certain race, ethnicity, gender, religion, sexual orientation or socioeconomic group; (ii) any lewd or sexually explicit suggestive content; (iii) any content that promotes use of alcohol, tobacco, firearms/weapons, or any violent, unsafe or dangerous behavior, activities or situations; (iv) threats to any person, place, business or group; (v) obscene, indecent or offensive behavior, profanity or obscenity, including but not limited to nudity, pornography, violent or profane depictions; (vi) anything that would disparage or offend persons or organizations associated with Sponsor; (vii) anything which incites, encourages or depicts dangerous conduct, stunts or tricks, or behavior or acts that are unsafe, wrongful or immoral.

1. There must be no restriction on Sponsor's ability to use the Video as contemplated in these Official Rules, including without limitation posting the Video now or in the future on YouTube, Sponsor's website, social media sites, or other websites. Upon request of Sponsor, entrant must provide Sponsor with such written consent.

4. JUDGING PANEL AND FINAL WINNER SELECTION: At the conclusion of the Registration Period, the Judging Panel, consisting of five (5) judges selected by Sponsor, will select the top five (5) musicians, based on quality of talent and appropriateness of the act/artist for the event and audience. The five (5) entrants who receive the most votes from the judges during the voting process will advance to a final round of voting by the Judging Panel. The Judging Panel will select one (1) winner. Voting will take place between Monday, June 10, 2013 and Friday, June 14, 2013. On or about Monday, June 17, 2013, the winner will be announced by Sponsor. **Winner must be available to perform on Thursday, July 4, 2013 at Lenox Square.**

5. WINNER NOTIFICATION AND PRIZE CLAIM REQUIREMENTS: The winner will be notified by phone on or about Monday, June 17, 2013 (the "Winner Notification"). Winner will be required to sign an Affidavit of Eligibility/Liability Release. The Affidavit of Eligibility/Liability Release must be completed, signed, and notarized, and returned within ten (10) days of the date of Winner Notification. If the Affidavit of Eligibility/Liability Release is not properly completed, is not received within the time frame specified, or if the winner is determined to be ineligible, or in violation of these Official Rules, the Prize will be forfeited by that winner and may be awarded to an alternate, time permitting. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of entrants and/or winner.

7. PRIZE & PRIZE RESTRICTIONS: Winner will receive: (i) recognition at the Legendary 4th of July Event at Lenox Square; (ii) the opportunity to perform for 20 minutes during the Legendary 4th of July Concert on Thursday, July 4, 2013 at approximately 7:00 p.m. (EST) ("Winner Performance"); and (iii) one (1) \$500.00 American Express® Simon Giftcard®. Sound system, backline and audio technician will be provided by Sponsor for the Winner Performance. Sponsor reserves the right, in its sole discretion, to substitute a prize or prizes of equal or greater value for any and all prizes. No other substitutions or cash equivalents allowed. The American Express® Simon Giftcard® awarded as a prize is subject to standard terms and conditions applicable to the Simon Giftcard®, found at www.simongiftcard.com. Winner consents and agrees to the use of their name, photograph, and voice or likeness for broadcast and promotional purposes by Sponsor during and after the Contest, without compensation by Sponsor. If the selected winner does not meet eligibility requirements, the next highest scoring entrant will be chosen. Prizes are non-transferable. Winner is solely responsible for reporting

and paying any and all applicable federal, state, and local taxes and any additional fees associated with the prize. All federal, state and local laws apply. Sponsors will not make any cash payment, for any reason, after winner is awarded his/her prize. The Winner Performance should include song content that is family-friendly, no explicit or suggestive lyrics will be tolerated.

8. GRANT OF RIGHTS: By participating or submitting an entry in this Contest, each participant grants to Sponsor, its parent and affiliated companies the right, except where prohibited by law, but not the obligation, to use his/her name, likeness, picture, address (city and state), voice, biographical information, quotes, and performance in the Video (collectively "Participant Identification") for advertising and promotional purposes in promoting or publicizing Sponsor, its products or services, or this Contest or future contests, without compensation unless required by law. The participants shall have no right of approval, no claim to compensation, credit or moral rights, and no other claim (including, without limitation, claims based on invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of such Participant Identification. The rights granted under this paragraph shall extend to Sponsor, its parent, and affiliated companies with respect to all participants in the Contest, including both non-winners and winner.

By participating and/or submitting an entry in this Contest, each participant agrees to grant to Sponsor an everlasting, royalty-free, assignable, exclusive license to use, utilize, replicate, alter, adapt, modify, publish, broadcast, translate, produce derivative works from, distribute, present, play, sublicense and exercise all copyright and other intellectual property rights with respect to the Video in which he/she participated and his/her contribution to the Video and/or to include such Video or contribution to the Video in other works in any media now known or later created forever. Each participant agrees and grants Sponsor permission to make available and display/perform and otherwise distribute participant's name and Video in all media in perpetuity without compensation to participant or any third party. Except where legally prohibited, submission of an entry into this Contest constitutes permission for Sponsor to use the participant's name, photograph, likeness, voice, address (city and province/state) and testimonials, in printed, broadcast or new media, in perpetuity, in any manner they deem appropriate in connection with promoting the Sponsor, the Contest, or this Site, without further compensation.

Sponsor assumes no responsibility for royalties or fees associated with talent performances in the entered Videos. All participants agree that they may not use the submitted Video for any other purpose other than private in-home viewing.

9. INDEMNIFICATION: Each entrant hereby agrees to defend, indemnify and hold harmless Sponsor, Facebook, and their respective merchants, agents, affiliates, employees, suppliers, and advertising, promotional, or judging agencies, and any prize-sponsoring agency against any and all third party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, relating to, in whole or in part, directly or indirectly, entrant's participation in this Contest, including, without limitation, entrant's representations, warranties, covenants or obligations hereunder.

10. LIMITATION OF LIABILITY & RELEASE: This contest is governed by the laws of the state of Georgia. By participating in the Contest, each entrant agrees to (and hereby does) release and hold the Sponsor, Simon Property Group, L.P., Simon Property Group, Inc., Facebook, Twitter, and all of their respective merchants, agents, affiliates, employees, suppliers, and advertising, promotional, or judging agencies, and any prize-sponsoring agency harmless from and against any and all liability whatsoever for injuries, losses, claims, damages, or causes of action arising out of participation in the Contest or in connection with the receipt, ownership,

or use of a prize. This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook.

11. WINNERS LIST: For a copy of these Official Rules or names of the finalists, send a self-addressed stamped envelope postmarked by July 4, 2013 with your specified request to: Lenox Square, Management Office, 3393 Peachtree Road NE; Atlanta, GA 30326.