

**"What's Not To Love" Sweepstakes
Official Rules**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

DATES OF SWEEPSTAKES: The "What's Not To Love" Sweepstakes begins on 2/1/13 at 12:00 a.m. Eastern Time (ET) and ends on 2/28/13 at 11:59 p.m. (ET) ("Sweepstakes Period"). Sponsor's computer is the official clock for the Sweepstakes.

ELIGIBILITY:

The Sweepstakes is open only to legal residents of the United States and the District of Columbia who are at least 18 years of age (or the age of majority in the jurisdiction of their residence, whichever is older) at the time of entry. Employees, officers, directors and agents of Simon Property Group, L.P. ("Sponsor"), Universal Music Group ("Universal Music") and its and their respective parent companies, affiliates, subsidiaries, advertising/promotional agencies, fulfillment companies and members of their immediate family (defined as spouse, parent, sibling, child and respective spouses regardless of where they reside) and/or persons living in the same household of such individuals (whether related or not), are ineligible to participate in the Sweepstakes in any capacity or win a prize. VOID WHERE PROHIBITED BY LAW. The Sweepstakes is subject to all federal, state and local laws and regulations. An eligible individual as described herein is referred to as an "Entrant."

Entrants must be able to travel to Los Angeles, California (expenses to be paid by Sponsor as set out in these Official Rules) and remain there from approximately June 7th through June 9th, 2013. If an Entrant is selected as the Grand Prize winner and cannot travel during this time, he or she will be disqualified and an alternate Grand Prize winner will be selected.

TO ENTER:

There are four (4) ways to enter the Sweepstakes. REGARDLESS OF THE NUMBER OF EMAIL ADDRESSES OR ACCOUNTS A PERSON MAY HAVE, THE MAXIMUM NUMBER OF ENTRIES PER ENTRANT PER METHOD OF ENTRY ALLOWED DURING THE SWEEPSTAKES PERIOD IS ONE (1) (FOUR (4) ENTRIES IN TOTAL).

A prospective Entrant may enter the Sweepstakes during the Sweepstakes Period in any one or more of the following four (4) ways:

1. A prospective Entrant may:

A. Visit Guest Services or the Mall Office at any participating Simon Mall each, a "Participating Mall") and correctly complete and submit an entry form to receive one (1) entry into the Sweepstakes.

B. Print or type his/her first and last name, date of birth and email address on a plain 3" x 5" index card and mail the completed card to Simon Property Group, 225 W. Washington Street, Indianapolis, IN 46204, Attn: "What's Not To Love" Sweepstakes. To be considered eligible to participate in the Sweepstakes, entries must be postmarked no later than February 28, 2013, and received no later than March 5, 2013. An envelope will be considered one (1) entry into the Sweepstakes. An entry submitted by any individual other than the Entrant is void.

C. (i) During the Sweepstakes Period, text RED to 74666 using a two-way text messaging device to receive one (1) entry into the Sweepstakes. If an Entrant enters the Sweepstakes through this method, she/he will not be opted-in to the Mobile Shopping Club; OR

(ii) During the Sweepstakes Period, text RED plus a number for such Entrant's favorite Participating Mall to 74666 using a two-way text messaging device to receive one (1) entry into the Sweepstakes and to opt-in to the Participating Mall's Mobile Shopping Club. The number can be found on signage at such Participating Mall or as directed by digital communications to which such Entrant has previously opted-in, including but not limited to, Facebook posts or Tweets.

Entrants who opt-in to the Mobile Shopping Club agree to receive up to five (5) text messages per month. Text STOP to 74666 to opt-out. Text HELP to 74666 for information.

Entrants who enter the Sweepstakes by text messaging will be charged according to their carriers' standard message and data rates, and should contact their carriers for pricing details.

D. Visit the "What's Not To Love" Sweepstakes tab on the Simon Facebook page or the Facebook page of the applicable Participating Mall and follow the instructions to enter the Sweepstakes.

Any attempt by a potential Entrant to obtain more than four (4) entries (or more than one (1) entry using the same entry method) by using different identities, login or password information or other methods or means will void any entries submitted by such Entrant. Entries must be manually key-stroked; the use of automated entry devices or programs is expressly prohibited. Entries not complying in all respects with the Official Rules are subject to disqualification. Incomplete entries or entries that have been tampered with or altered are void. Sponsor reserves the right to prohibit the participation of an individual failing to comply with any provision in these Official Rules. Proof of submitting an entry will not be deemed to be proof of receipt by Sponsor. All materials submitted become the property of Sponsor and will not be returned. Sponsor will not acknowledge receipt of Entries.

RANDOM DRAWING/WINNER NOTIFICATION:

On or about March 11, 2013, one (1) Grand Prize Winner will be selected in a random drawing conducted from among all eligible entries received during the Sweepstakes Period.

The potential Grand Prize winner will be notified by phone and/or e-mail no later than March 19, 2013. Failure to respond to the initial verification telephone call or e-mail within three (3) business days after notification or return of e-mail notification as undeliverable after two (2) attempts will result in disqualification. The potential Grand Prize winner will be required to sign and return, within two (2) business days, an Affidavit of Eligibility, Release and Indemnification and a Publicity Release (where allowed by law), to be eligible for the Grand Prize ("Prize Claim Documents"). If the Prize Claim Documents are not returned to Sponsor within specified time period, or if any prize notification/prize is returned as undeliverable, or the potential Grand Prize winner cannot be contacted for any reason, or if the potential Grand Prize winner declines the prize for any reason prior to award, such potential winner will be disqualified and an alternate Grand Prize winner selected from all remaining eligible entries received. The guest of the Grand Prize winner must also sign and return a Release and Indemnification, and a Publicity Release (where allowed by law) prior to issuance of travel documents. In the event of any dispute concerning the identity of any entrant, the entry will be deemed submitted by the natural person who is the authorized holder of the transmitting e-mail account. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. An Entrant may be required to provide Sponsor with proof that he/she is the "authorized account holder" of the email account associated with his/her entry.

By accepting the Grand Prize, the Grand Prize winner grants Sponsor and its designees permission to use his/her name, voice, likeness, photograph, prize information, biographical data and city and state of residence on a winner's list (if applicable) and for programming, publicity and promotional purposes, worldwide in all forms of media now known or hereafter developed, in perpetuity, without further compensation unless prohibited by law. Sponsor and its designees are not obligated to use any of the above mentioned information or materials, but may do so and may edit such information or materials, at Sponsor's sole discretion, without further obligation or compensation.

GRAND PRIZE/ APPROXIMATE RETAIL VALUES ("ARV")/ODDS OF WINNING:

The Grand Prize:

The Grand Prize Winner will receive the following:

(1) the choice of either the Badgley Mischka dress (size 4) worn by Jennie Garth in *The Heart Truth*® Red Dress CollectionSM 2009 Fashion Show or the Tadashi Shoji dress (size 12) worn by Raven Symone in *The Heart Truth*® Red Dress CollectionSM Fashion Show 2010. ARV of each dress: \$999; and

(2) two (2) tickets to see a live performance by Andrea Bocelli on June 8, 2013 in Los Angeles, CA at The Hollywood Bowl. Prize includes round trip coach class air transportation for two (2) from the major airport closest to the winner's home address to a major airport in or near Los Angeles for travel one (1) day prior to the performance date and one (1) day following the performance date (carrier at Sponsor's sole discretion; flights may include stopovers and/or connections); two (2) nights hotel accommodations (one standard room, double occupancy) at a hotel of Sponsor's choice; roundtrip car transportation for two (2) from the hotel to the concert location and from the concert location to the hotel; and two (2) tickets or passes to the concert (seat location at Sponsor's discretion). If, in Sponsor's sole judgment, air travel is not required due to the winner's proximity to Los Angeles, Sponsor reserves the right to provide ground transportation in lieu of air transportation. No refund or other compensation will be given in the event of cancellation or delay of any flight. All expenses not specifically mentioned herein 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, tax, insurance, laundry service, merchandise, parking, room service, service charges, souvenirs and telephone calls. Grand Prize winner may be required to present a valid credit card at the hotel at the time of check-in. ARV: \$2,500.00 (subject to variation based upon point of departure and destination and seasonal fluctuations of hotel rates and airfares); and

(3) Ten (10) CDs by Andrea Bocelli: *Passione, Amore*, *Sacred Arias*, Bocelli, *Aria* (the opera album), *Sogno*, *Sentimento*, *Incanto*, *My Christmas* and *Romanza*. ARV: \$200; and

(4) a \$250 Simon From The Heart Giftcard (subject to all terms and conditions applicable to Simon Giftcards).

Total ARV of Grand Prize: \$3,949.

The winner's guest must be 18 years of age or older at the time of the concert and must travel on the same itinerary as the winner. Both the winner and the winner's guest must travel on the dates specified by Sponsor, which are subject to change, and must comply with all airport and venue security requirements, or the Grand Prize will be forfeited in its entirety. If the Grand Prize is forfeited, it may be awarded to an alternate winner, provided sufficient time remains to verify the alternate winner and ticket the travel portion of the Grand Prize. If not, the Grand Prize will not be awarded. Without limiting anything set out above, Sponsor reserves the right in its sole discretion to suspend or cancel the participation of the winner or guest due to 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. Certain documentation and requirements may be necessary for travel, such as photo identification. The Grand Prize winner and his/her guest are solely responsible for any documentation and requirements and determining applicable procedures and restrictions. Sponsor does not assume responsibility for any cancellation or rescheduling of the concert, in whole or in part. If the concert is delayed, postponed or cancelled for any reason, the remaining portions of the Grand Prize shall constitute full satisfaction of Sponsor's prize obligation to the winner and no substitute or additional compensation will be awarded. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. If the actual value of the Grand Prize is less than the stated ARV, the difference will not be awarded. The Grand Prize is not redeemable for cash or transferable, except to a surviving spouse residing in the same household. The Grand Prize cannot be used in conjunction with any other promotion or offer.

Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater value for any and all prizes. No other substitutions or transfer of prizes allowed unless specifically authorized by Sponsor. Prizes will only be delivered to addresses within the United States.

GENERAL:

The Grand Prize winner is responsible for reporting and payment of any income taxes on prizes under applicable federal, state and local laws.

By entering the Sweepstakes, each Entrant, on behalf of himself/herself, and his/her executors and heirs, agrees (a) to be bound and abide by these Official Rules and by all decisions of Sponsor, whose decisions are final and binding and not open to appeal; (b) to release, indemnify, defend and hold harmless Sponsor, Universal Music, Facebook, and each of its and their parents, subsidiaries, affiliates, members, shareholders, agents, representatives, employees, suppliers, agencies, successors, assigns, licensors, advertising or promotional agencies and any prize-sponsoring agency (collectively, "Released Parties"), from any and all liability whatsoever in connection with or related to this Sweepstakes, including, without limitation, from any and all causes of action, liabilities, suits, claims (including but not limited to, third party claims that may be made against Entrant, and claims arising out of or relating to acceptance, receipt, possession or use/misuse of any prize, or any publicity or other public exposure of Entrant, including without limitation, claims concerning infringement or invasion of Entrant's privacy or publicity rights, or defamation, or acts undertaken in preparation for, or

participation in, the Sweepstakes), cross-claims or counterclaims, costs, injuries, losses or damages or demands of any kind (including without limitation personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light) (collectively, "Claims"), WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF A RELEASED PARTY; (c) that he/she has no right to bring, and covenants not to bring, any claim, action, or proceeding of any kind or nature whatsoever against the Released Parties; (d) to assume all risks, express or implied, associated with all Claims released above, including without limitation, all risks concerning entry into and participation in the Sweepstakes; and (e) that NONE OF THE RELEASED PARTIES HAVE MADE OR MAKE OR ARE RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, RELATIVE TO THIS CONTEST OR A PRIZE, AND ALL PRIZES ARE TENDERED TO ENTRANTS ON AN "AS IS" BASIS. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE OF ANY PROMOTION MATERIALS OR ANY PRIZE.

In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any promotion materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

Neither Sponsor nor its agents or representatives is responsible for (a) typographical errors, omitted details or any other errors submitted by Entrants, or errors in the printing of these Official Rules, the administration or fulfillment of the Sweepstakes or the announcement of prizes; (b) lost, late, illegible, incorrect, incomplete, misdirected, misaddressed, garbled or otherwise mutilated, stolen or delayed entries; (c) errors, omissions, interruptions, deletions, defects, destruction, theft or unauthorized access to, or alteration of entries or other problems (whether due to technical problems, human error or any combination thereof); (d) telephonic, mechanical, electronic, hardware or software program, network, Internet or computer malfunctions, communications line or other failures, or difficulties of any kind, including without limitation, server malfunction or by any human error which may occur in the processing of entries; or (e) any delay experienced by Entrants due to (i) variations in the speed with which different Internet servers or connections receive, send and otherwise process digital information or (ii) any other technical reason, whether due to the nature of digital systems and the Internet or otherwise.

An Entrant's entry will be disqualified, at the sole discretion of Sponsor, if he/she attempts to (a) enter the Sweepstakes through any means other than described in these Official Rules; or (b) disrupt the Sweepstakes, circumvent the terms and conditions of these Official Rules, or in any way tamper with any component of the Sweepstakes. Notwithstanding anything to the contrary contained in these Official Rules, Sponsor further reserves the right, in its sole discretion, to suspend, modify or cancel the Sweepstakes, or any portion thereof, if it cannot be run as originally planned, including by reason of tampering, unauthorized intervention or fraud; infection by computer virus; malicious software attacks, bugs or other problems; or force majeure or other causes beyond the control of Sponsor which impair the integrity or corrupt the administration or security of the Sweepstakes. In such event, the Sweepstakes shall be conducted from among all eligible entries received prior to suspension, modification or cancellation, if any, prior to the date on which the event that compromised the Sweepstakes occurred.

Except where prohibited and subject to the releases and other provisions of these Official Rules, each Entrant: (1) agrees that any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Indianapolis, Indiana; (2) agrees that any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred and in no event shall include attorneys' fees associated with participation in the Sweepstakes; (3) agrees that no indirect, punitive, incidental, special, consequential or other damages, including without limitation, lost profits, may be awarded (collectively, "Special Damages"); and (4) waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO A PARTICULAR ENTRANT(S).

The Sweepstakes and these Official Rules are governed by the laws of the State of Indiana, without regard to its conflicts of law rules.

CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook. Any questions, comments or complaints regarding this Sweepstakes should be directed to Sponsor and not to Facebook.

ENTRANT'S PERSONAL INFORMATION: Information collected from entrants is subject to Sponsor's Privacy Policy (<http://www.simon.com/privacypolicy.aspx>).

WINNER LIST: For the name of the Grand Prize winner, please send a self-addressed, stamped #10 envelope to "What's Not To Love" Sweepstakes Winner, c/o Simon Property Group, 225 W. Washington Street, Indianapolis, IN 46204. Vermont residents may exclude return postage. All requests must be received by May 15, 2013 to be honored.

OFFICIAL RULES: These Official Rules will be posted at www.simon.com. Individuals may request a hard copy of these Official Rules by sending a self-addressed, stamped #10 envelope to: "What's Not To Love" Sweepstakes Official Rules, c/o Simon Property Group, 225 W. Washington Street, Indianapolis, IN 46204. Requests for Official Rules must be postmarked by March 1, 2013. Vermont residents may exclude return postage.

SPONSOR: Simon Property Group, L.P.

The Heart Truth is a registered trademark of HHS. *Red Dress Collection* is a service mark of HHS. Participation by Simon does not imply endorsement by HHS/NIH/NHLBI.