



ICSC NEW YORK 2023 – ICSC APP GIVEAWAY OFFICIAL RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ENTRY INTO THIS GIVEAWAY CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES. VOID WHERE PROHIBITED BY LAW OR REGULATION.

SPONSOR: The Sponsor of this Giveaway is the **International Council of Shopping Centers, Inc. d/b/a ICSC** ("ICSC"), 1251 Avenue of the Americas, 45th Floor, NY, NY 10020 (a "**Sponsor**").

GIVEAWAY PERIOD: The Giveaway commences at 11:59 A.M. Eastern Time ("**ET**") on November 28th, 2023 and ends at 11:59 A.M. ET on December 1, 2023 ("**Giveaway Period**"). Sponsor's computer is the official time-keeping device for this Giveaway.

HOW TO ENTER: Enter by doing the following:

- Vote in the LinkedIn poll
- Follow ICSC company page on LinkedIn

You must have a LinkedIn account to enter. If you do not have a LinkedIn account, you can create an account for free.

ELIGIBILITY: The Giveaway is open to legal U.S. residents currently residing in the 50 United States including the District of Columbia ("**Eligibility Area**"), who are 18 or older as of the date of entry. You do not have to be a member of ICSC. Previous ICSC Giveaway or Contest winners are prohibited from winning more than once in a 6-month period. Employees, officers, directors, and representatives of ICSC, as well as the immediate family (spouse, parents, siblings, children, step-parents, step-siblings, and step-children, regardless of where they live) and same household members of each such employee, officer, director, or representative (whether or not related) are not eligible to participate in the Giveaway. Sponsor reserves the right to verify the eligibility of winners.

RANDOM DRAWING/ODDS: One (1) Winner will be selected in a random drawing from all eligible entries received on or about December 1, 2023. Odds of winning depend on the number of entries received for the drawing. The potential winner will be notified by direct message. If a prize or prize notification is returned as undeliverable, Sponsor is unable to contact a potential winner within a reasonable time period or a potential winner is not in compliance with these rules, prize will be forfeited and, at Sponsor's discretion, an alternate winner selected.

GRAND PRIZE: One (1) Grand Prize Winner will be randomly select to win: One (1) set of Apple AirPods. In the case of unavailability of a prize, Sponsor reserves the right to substitute a prize of equal or greater value. The total Approximate Retail Value ("ARV") of the Prize is \$190 USD. Prizes are non-transferable and no substitutions are allowed. Winner will be required to respond to prize notification via direct message within twenty-four (24) hours of notification. Sponsor will announce the Winner by posting a comment on Sponsor's Official LinkedIn within 1 day of the selection. If a potential winner fails to respond in time or is disqualified for any reason, Sponsor will award the prize to an alternate winner.

PUBLICITY: By participating in the Giveaway and accepting the prize, Winner grants permission to Sponsor to use Winner's name (both individual name and employer/company name), voice, likeness, and statements for publicity purposes without further compensation, consideration or consent, except where prohibited by law. Winner further hereby consents to the photographing and videographing of winner and/or the recording of winner's voice by Sponsor and winner hereby grants to Sponsor, together with Sponsor's legal representatives and assigns, the perpetual, irrevocable and unrestricted royalty-free right to use, reproduce and publish such photographs, videos or recordings, for marketing or publicity or Sponsor in any manner and medium worldwide without further compensation, consideration or consent, except where prohibited by law.

GENERAL CONDITIONS. By entering this Giveaway, each participant accepts and agrees to be bound by these Official Rules and the decisions of the Sponsors. This Giveaway is governed by the laws of the United States. IF, FOR ANY REASON, THE GIVEAWAY IS NOT CAPABLE OF RUNNING AS PLANNED, SPONSOR RESERVES THE RIGHT AT ITS SOLE DISCRETION TO CANCEL, TERMINATE, MODIFY OR SUSPEND THE GIVEAWAY AT ANY TIME WITHOUT NOTICE OR OBLIGATION. SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY INCORRECT OR INACCURATE INFORMATION, INCLUDING, WITHOUT LIMITATION, ANY TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE PROCESSING OF SUBMISSIONS IN THE GIVEAWAY. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process or the legitimate operation of the Giveaway or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. **The ICSC Membership Terms and Conditions, available at <https://www.icsc.com/terms-and-conditions#membership> and the ICSC Terms, Conditions and Rules for Event Registrants available at <https://www.icsc.com/terms-and-conditions#eventregistrants> are hereby incorporated by reference into this Agreement.**

RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Giveaway, participants agree to release and hold harmless Sponsor, and all officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Giveaway or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Giveaway; (b) errors on Sponsor's website; (c) lost, delayed, postage-due, misdirected, or undeliverable communications; or (d) errors in the administration of the Giveaway or the processing of entries. Participants agree that Sponsor, its parents, affiliates, subsidiaries, retailers, distributors, advertising and promotion agencies, suppliers, and those acting pursuant to its authority: (1) except where prohibited by law, shall have the right and permission to print, publish, broadcast, and use

worldwide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, the winner's name (both individual name and employer/company name), portrait, picture, voice, likeness and biographical information for advertising, trade, and promotional purposes (including the announcement of his or her name on television or radio broadcast) without further consideration, compensation, permission, or notification, and (2) that the aforementioned parties and all of their respective officers, directors, employees, representatives and agents and their advertising and promotional agencies, and legal counsel shall have no liability whatsoever for, and will be held harmless by participants, against any liability for any injuries, losses, or damages of any kind to participants or any other person or entity, including personal injury or death to winner or any other person or damage to personal or real property, due in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the prize, entry, or participation in this promotion or in any promotion-related activity, or any claims based on publicity rights, defamation, or invasion of privacy or merchandise delivery. Participant further agrees that, in any cause of action, Sponsors' liability will be limited to the cost of entering and participating in the Giveaway, if any, and in no event shall the Sponsor be liable for attorney's fees. Without limiting the foregoing, everything regarding this Giveaway, including the web site and any prize, is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Some jurisdictions may not allow the limitation or exclusion of liability for incidental or consequential damages or exclusion of implied warranties, so some of the above limitations or exclusions may not apply. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

PRIVACY: Information collected from participants is subject to the Sponsor's privacy policy, which can be found at <https://www.icsc.com/privacy-policy>. Sponsor and Sponsors' agents, affiliates, subsidiaries, representatives or service providers may use participants' and/or referrals' personal information submitted with entry for purposes of prize fulfillment and/or for future marketing by Sponsor, such as to notify them of a product or promotion that Sponsor thinks may be of interest.

THIS GIVEAWAY IS IN NO WAY SPONSORED, ENDORSED OR AFFILIATED, OR ASSOCIATED WITH LINKEDIN OR TWITTER. YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AND NOT TO LINKEDIN OR TWITTER.