

## **Name of Contest: Miracle Mile Back-to-School Giveaway**

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. **Eligibility:** This Campaign is open only to those who are **18 years of age or older** as of the date of entry. The Campaign is only open to legal residents of **Pennsylvania** and is void where prohibited by law. Employees of Miracle Mile Shopping Center and its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the “Employees”), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Campaign. The Campaign is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. **Agreement to Rules:** By participating, the Contestant (“You”) agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions by Miracle Mile Shopping Center as final and binding as it relates to the content of this Campaign.

3. **Campaign Period:** Entries will be accepted on the designated Miracle Mile Shopping Center Back-to-School Giveaway Instagram post found at <https://www.instagram.com/miraclemilemonroeville/> and the designated Miracle Mile Shopping Center Back-to-School Giveaway Facebook post found at <https://www.facebook.com/miraclemileshopping/> **starting on July 1 and ending July 31, at 10:00am EST.**

4. **How to Enter:** Here's how to enter to win one \$1,000 prize pack via the Miracle Mile Shopping Center Facebook page:

- Like or follow @MiracleMileShopping on [Facebook](#)

- Like the Back-to-School Giveaway post
- Comment with your favorite thing about Back-to-School shopping.

Here's how to enter to win one \$1,000 prize pack via the Miracle Mile Shopping Center Instagram page:

- Follow @MiracleMileMonroeville on [Instagram](#)
- Like the Back-to-School Giveaway post
- Comment with your favorite thing about Back-to-School shopping.

The Sponsor is not responsible for entries that are not received for any reason, or for entries that are received, but are not decipherable for any reason. The entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Miracle Mile Shopping Center. **You may enter only once.** You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Miracle Mile Shopping Center.

**5. Prize:** One winner of the Campaign (the “Winner”) will receive **one \$1,000 prize pack for Miracle Mile Shopping Center retailers including:**

- \$200 Office Max e-gift card
- \$200 Old Navy e-gift card
- \$200 DSW e-gift card
- \$200 Marshalls e-gift card
- \$200 Five Below e-gift card

Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Miracle Mile Shopping Center. No cash or other prize substitution shall be permitted except by Miracle Mile Shopping Center’s discretion. The

prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. **Acceptance of prize constitutes permission for Miracle Mile Shopping Center to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation unless prohibited by law.**

6. **Odds:** The odds of winning depend on the number of eligible entries received.

7. **Winner Selection and Notification:** Winner will be selected randomly by a Miracle Mile Shopping Center partner. Winner will be notified via Instagram or Facebook message within five (5) days following selection of Winner. Miracle Mile Shopping Center shall have no liability for Winner's failure to receive notices due to spam, junk e-mail, or other security/privacy settings or for Winner's provision of incorrect or otherwise non-functioning contact information. **If Winner cannot be contacted, is ineligible, fails to claim the prize within 24 hours from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected.** Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT Miracle Mile Shopping Center's SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. **Rights Granted by You:** By entering this content (e.g., photo, video, text, etc.), You understand and agree that Miracle Mile Shopping Center, anyone acting on behalf Miracle Mile Shopping Center, and Miracle Mile Shopping Center's licensees,

successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent. By entering this content, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of Miracle Mile Shopping Center. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Miracle Mile Shopping Center from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Miracle Mile Shopping Center may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

**9. Terms & Conditions:** Miracle Mile Shopping Center reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond Miracle Mile Shopping Center's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, Miracle Mile Shopping Center may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Miracle Mile Shopping Center. Miracle Mile Shopping Center reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. Miracle Mile Shopping Center has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to:

multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such an attempt be made, Miracle Mile Shopping Center reserves the right to seek damages to the fullest extent permitted by law.

**10. Limitation of Liability:** By entering, You agree to release and hold Miracle Mile Shopping Center and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

**11. Disputes:** THIS Campaign IS GOVERNED BY THE LAWS OF the United States of America AND Pennsylvania, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Pennsylvania having jurisdiction. Further, in any such dispute, under no circumstances shall

participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.

12. **Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the Miracle Mile Shopping Center website. To read the Privacy Policy, [click here](#).

13. **Winners List:** To obtain a copy of the Winner's username or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: Miracle Mile Shopping Center, 4100 William Penn Hwy (Route 22), Monroeville, PA, 15146. Requests must be received no later than January 3, 2023.

14. **Sponsor:** The Sponsor of the Campaign is Miracle Mile Shopping Center, 4100 William Penn Hwy (Route 22), Monroeville, PA, 15146.

15. **Facebook/Instagram: The Campaign hosted by Miracle Mile Shopping Center is in no way sponsored, endorsed, administered by, or associated with Instagram, Facebook, or Meta.** Instagram is not responsible for anything that may happen to followers who participate in this contest.