

ARDEN FAIR #AtoBeYourself Contest

2017 Official Rules

NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED.

THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED BY, ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM, FACEBOOK, OR TWITTER.

DEFINITIONS:

“Center” or “Mall” means Arden Fair Mall

“Center Address” means 1689 Arden Way, Sacramento, CA 95815

“Center Instagram” means @ardenfair

“Contest Site” means www.AtoBeYourself.com

“Contest Hashtag #” means hashtag #AtoBeYourself

“Contest Period” means 12:00:00 a.m. Pacific Time (“PT”) on May 1, 2017 and ends at 2:59:59 p.m. PT on July 14, 2017

“Photograph” means an image of the entrant

“Prize” means \$500 Visa Gift Card.

“Sponsor” means Arden Fair Associates L.P.

“Supporting Statement” means a statement of fifty (50) words or less describing the entrant's outfit depicted in the Photograph and where it came from.

PROMOTION DESCRIPTION: These Official Rules govern entry and participation in the Center’s Instagram #AtoBeYourself Contest (the “Contest”), presented and administered by the Sponsor. The Contest will take place during the Contest Period. The Contest provides entrants with the opportunity to submit the Submission (as defined below) to Sponsor. Eight to ten finalists will be selected from May 1, 2017 to July 14, 2017 from among the entries. The finalists will be required to attend the final photoshoot on July 24, 2017 or July 31, 2017 in order to accept the prize. Prizes to be awarded during the Contest Period. This Contest is void where prohibited. All federal, state and local rules and regulations apply.

ELIGIBILITY: Only legal U.S. residents of the fifty (50) United States and the District of Columbia who are thirteen (13) years of age or older are eligible to enter. Minors who enter must have the written consent of a parent or legal guardian in order to be eligible to receive a Prize. Officers, directors and employees (and their immediate family members and members of their same households) and agents and representatives of (i) the Center, Sponsor, The Macerich Company or The Macerich Partnership, L.P. or (ii) any of their respective parents, affiliates and subsidiary companies (collectively, “Macerich” or “Contest Entities”) and employees, officers, directors, agents and representatives of (i) the merchants of the Center, and (ii) any advertising or promotional agencies that do business with Macerich are NOT eligible to enter the Contest or win a prize.

HOW TO ENTER: To enter the Contest, entrants must:

(1) Visit the Contest website located at www.AtoBeYourself.com (“Contest Site”) during the Contest Period. You will be requested to complete an official entry form (“Entry Form”) with: (a) all information at the bottom of the Entry Form including parent/guardian's consent; and (b) a supporting statement of fifty (50) words or less describing what you do and how you contribute to the Sacramento community, with photo. Entry Forms for entrants ages 13 – 17 can only be submitted by parents or guardians on behalf of Entrants.

By entering the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and all decisions of Sponsor, which shall be final and binding in all respects. Submissions must be received by each date noted for the upcoming game during the Contest Period.

SUBMISSION RESTRICTIONS: Any Submission that, in Sponsor's good faith judgment, violates the following "**Submission Restrictions**" will be disqualified. Submissions may not contain, as determined by Sponsor in its sole discretion, any content that:

- (1) Contains any obscene, pornographic, libelous, hate speech or otherwise objectionable or inappropriate content;
- (2) Promotes alcohol, illegal drugs, tobacco, firearms, weapons, explosives or the use of any of the foregoing;
- (3) Promotes any activities that may appear unsafe or dangerous;
- (4) Defames, misrepresents or contains disparaging remarks about Sponsor or its merchants, or other people, products or companies;
- (5) Promotes any particular political party, agenda or message;
- (6) Communicates messages or images inconsistent with the positive image and/or goodwill with which Sponsor wishes to associate;
- (7) Contains any personal identification, such as personal names, street or email addresses, or phone numbers other than the Sponsor or the entrant;
- (8) Violates or encourages the violation of any law, rule or regulation;
- (9) Contains copyrighted or trademarked materials owned by any individual or entity other than Sponsor (except that names and logos of clothing companies are permitted).

PRIZE: One (1) Prize up to 10 entry selections. No substitutions or cash equivalents of the Prize (or portion thereof) is permitted except at the sole discretion of Sponsor who reserves the right to substitute the Prize (or portion thereof) with one of comparable or greater value at its sole discretion.

FINALIST SELECTION: Finalists will be selected by Sponsor from among all eligible Submissions received during the Contest Period based on the following "**Judging Criteria**":

- (1) The photo clarity and quality of the Submission, AND
- (2) Style and originality, AND
- (3) Relevance to the Supporting Statement.

The Judging Criteria are to be applied in the sole discretion of Sponsor, including any and all determinations in regard to the completeness of a Submission; each entrant agrees to be bound by and not challenge the final decisions of Sponsor. In the event a finalist entry is discovered to be invalid for any reason whatsoever or the person who submitted the finalist entry is found ineligible or the person who submitted the finalist entry fails to comply with these Official Rules prior to delivery of the prize, the prize may be forfeited and awarded to an alternate finalist. No more than the advertised number of prizes will be awarded. No minimum number of entries is required to determine a finalist.

ODDS: Odds of being chosen as a finalist are influenced by the number of eligible Submissions and based on the quality of the Submissions. Sponsor cannot accurately predict the number of entrants who will participate in the Contest or quality of the Submissions.

NOTICE TO FINALISTS: The finalists will be announced on or around July 17, 2017. Attempts to notify potential finalists will be made by public Instagram message. The potential finalists must then contact Sponsor using the contact information provided in the notification of finalist. Finalists may be required to provide to Sponsor their first name, last name, mailing address, telephone number and/or email address in order to claim any prize. Sponsor is not responsible for communication problems of any kind. If, despite reasonable efforts, a potential finalist does not respond within seventy-two (72) hours of the first notification attempt (or such shorter time as exigencies may require), such potential finalist will forfeit any prize and an alternate finalist may be selected. The Prize must be claimed in person with a valid ID at the final photo shoot on July 24, 2017 or July 31, 2017 at a location in Sacramento.

FROM FINALIST TO WINNER: The step from Finalist to Winner requires your participation in our photo shoot on July 24, 2017 or July 31, 2017. The photoshoot date to be determined by July 17, 2017. We will notify you of the exact location in our announcement that you're a Finalist, but it will be at a location in Sacramento. We expect the photo shoot to last for ten hours. Individual schedules to be determined. To become a Winner you will need to go to that location and agree to be an Arden Fair model. By that we mean that you'll be asked to sign a customary release that allows us to use pictures of you that we take (along with your submitted photo and submission information) in our advertising of the A to Be Yourself promotion of Sacramento pride. Various combinations of you and other Finalists will be the models in our photo shoot. If you're not able or willing to show up and participate on this basis, you will not be able to proceed from Finalist to Winner, and one of the Alternates will be invited to participate.

ENTRANT'S GRANT OF RIGHTS: For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, each entrant into the Contest hereby irrevocably grants Sponsor, its successors and assigns, a non-exclusive license to reproduce, publicly perform, stream, exploit and otherwise use the Submission for any reason whatsoever in any and all media now known or hereafter devised, throughout the universe in perpetuity, without further notice to, consent by, or payment to entrant. Without in any way limiting the foregoing, Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, alter, and make derivative works of the Submission for any reason or purpose which Sponsor deems necessary or desirable, and each entrant irrevocably waives any and all so-called moral rights they may have therein. Sponsor has complete discretion to remove any Submission from Sponsor's website, Instagram page, Facebook page and/or any other publication ("**Sponsor Publications**") for any reason and at any time. Sponsor shall have the right to freely assign its rights hereunder, in whole or in part, to any person or entity. Sponsor shall retain the rights granted in each Submission even if the Submission is disqualified or fails to meet the Submission Requirements.

PUBLICITY RELEASE: By participating in the Contest, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any entrant in the Contest, each entrant irrevocably grants the Contest Entities and their respective successors, assigns, and licensees, the right to use such entrant's name, likeness, image, and biographical information in any and all media for any purpose, including, without limitation, advertising and

publicity purposes, as well as in connection with the Contest and hereby releases the Contest Entities from any liability with respect thereto.

CONDITIONS OF ENTRY:

(1) General: Entry in a Contest does not constitute entry into any other contest, promotion, or sweepstakes. Proof of submission is not considered proof of delivery to or receipt of such entry, and Sponsor shall have no liability for any Submission that is lost, intercepted or not received by the Sponsor. Tampering with the entry process or the operation of the Contest, including but not limited to the use of any device to automate the entry process other than as contemplated by these Official Rules, is prohibited and any Submissions deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be declared invalid and disqualified. In the event a dispute regarding the identity of the individual who actually submitted a Submission cannot be resolved to Sponsor's satisfaction, the affected Submission will be declared invalid and disqualified. The Contest Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet or other network users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of the entries in the Contest. The Contest Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

(2) Entry Information Release: All entry information becomes the property of Sponsor and will not be acknowledged or returned. Except as otherwise disclosed in these Official Rules, and to the extent entrants may otherwise elect at the time of entry, personal information collected in connection with the Contest will be used in accordance with the privacy policy in Section 13 below. Any communication or information transmitted to Sponsor by electronic mail or otherwise is and will be treated as non-confidential and nonproprietary.

(3) Submission Content Release: Each entrant must provide upon request all appropriate clearances, permissions and releases for the Submission. In the event an entrant cannot provide all required releases, Sponsor reserves the right, in Sponsor's sole discretion, to disqualify the applicable Submission, or seek to secure the releases and clearances for Sponsor's benefit, or allow the applicable Submission to remain in Contest. Any entrant who incorporates any intellectual property owned by a third party into his or her Submission does so at his or her own risk. Without in any way limiting, expanding or amending the Terms of Use policy residing on Sponsor's website, www.macerich.com (the "Website"), which Terms of Use policy shall remain in full force and effect, if Sponsor is duly notified that any element of an entrant's Submission infringes upon the rights of another person and/or receives a legally valid request to remove the affected Submission from the Website because of such infringement, such Submission may be disqualified from the Contest, as Sponsor may determine in its sole discretion. Further, no entrant will be eligible to receive a prize unless Sponsor determines, in its sole and absolute discretion that such entrant's Submission has been or can be sufficiently cleared for legal purposes.

(4) Representations and Warranties; Indemnification: Each person who enters this Contest represents and warrants as follows: (i) the Submission is the entrant's own original, previously unpublished, and previously unproduced work; (ii) the Submission does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original with entrant, and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (iii)

the Submission does not and will not violate or infringe upon the intellectual property rights or other rights of any third party; and (iv) the Submission does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. Each entrant hereby agrees to indemnify and hold the Contest Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

(5) General Prize Conditions: The gift card prizes are subject to the terms and conditions printed thereon and imposed by issuer. No cash alternative or substitution of prizes will be allowed, except Sponsor reserves the right in its sole discretion to substitute prizes of comparable value if any prize listed is unavailable, in whole or in part, for any reason. Prizes will be awarded only if the potential prize finalist fully complies with these Official Rules. All prizes are provided "as is" without warranty of any kind, either express or implied, and Sponsor hereby disclaims all such warranties, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and/or non-infringement. All portions of the prize(s) are non-assignable and non-transferable. Any prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Contest materials are for illustrative purposes only. All details and other restrictions of the prize(s) not specified in these Official Rules will be determined by Sponsor in its sole discretion. **THE FINALIST IS RESPONSIBLE FOR REPORTING AND PAYING ANY FEDERAL, STATE OR LOCAL TAXES THAT MAY APPLY TO ACCEPTING A PRIZE; SPONSOR IS NOT RESPONSIBLE FOR AND WILL NOT PAY ANY SUCH TAXES.**

(6) Further Documentation. Potential finalists may be required to execute a further Submission license or assignment, Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "**Prize Claim Documents**"). If any potential finalist fails or refuses to sign and return all Prize Claim Documents within seventy-two (72) hours of prize notification (or such shorter time as exigencies may require), the finalist may be disqualified and an alternate finalist may be selected. As part of the Prize Claim Documents, a potential finalist may also be required to execute a further right of publicity release to use his or her name and/or image, including, but not limited to, for advertising and promotional purposes, without further compensation.

(7) No Obligation to Use: Sponsor shall have no obligation (express or implied) to use any Submission or any materials or content created by the entrant (the "**Materials**"), or to otherwise exploit any Submission or Materials or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of the Submission or Materials for any reason, without notification, with or without legal justification or excuse, and contestants shall not be entitled to any damages or other relief by reason thereof.

(8) Dates and Deadlines: Because of the unique nature and scope of the Contest, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest.

(9) Finalists List/Official Rules: To obtain any legally-required list of finalists (after the conclusion of the Contest) or a copy of these Official Rules, send a self-addressed envelope with the proper postage affixed to: CENTER ADDRESS, with attention to Marketing Manager. Please specify "finalists list" or "Official Rules" and the name of the Contest in your request.

(10) Nature of Relationship/Waiver of Equitable Relief: Each entrant hereby acknowledges and agrees that the relationship between the entrant and the Contest Entities is not a confidential, fiduciary, or other special relationship, and that the entrant's decision to provide the entrant's Submission to Sponsor for purposes of the Contest does not place the Contest Entities in a position that is any different from the position held by members of the general public with regard to elements of the entrant's Submission. Each entrant understands and acknowledges that the Contest Entities have wide access to ideas, stories, photographs, designs, and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each entrant also acknowledges that many ideas or photographs may be competitive with, similar or identical to the Submission and/or each other in theme, idea, format or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of any Contest Entity's use of any such similar or identical material. Each entrant acknowledges and agrees that the Contest Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Submission.

(11) General Liability Release/Force Majeure: Entrants agree that the Contest Entities and Instagram (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Contest or any Contest-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant's, or any other person's, computer system which is occasioned by participating in the Contest, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Contest if it determines, in its sole discretion, that the Contest is technically impaired or corrupted or that fraud or technical problems, failures, or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Contest as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), then subject to any governmental approval which may be required, Sponsor

shall have the right to modify, suspend, extend, or terminate the Contest. Unless otherwise stated in these Official Rules, in the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

(12) Governing Law/Jurisdiction: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants or Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of the State of California. For the purposes of any disputes hereunder, by entering this Contest, each entrant agrees that any and all disputes, claims, and causes of action arising out of or in any way related to this Contest shall be resolved individually, without resort to any form of class action, and consents to the exclusive jurisdiction and venue of the appropriate state or federal court situated in Sacramento County in the State of California, USA.

(13) Privacy Policy: Arden Fair Mall and Macerich (collectively, “Macerich”) are committed to protecting your privacy. The information you provide is primarily used to enhance your experience at Macerich properties and provide you with certain types of information that may be of interest to you. We may use it to update you on sales, specials, programs, events, promotions, services, products or other opportunities provided by us, our merchants and/or our business partners, remind you of important occasions, and/or personalize your shopping experience. The information may also be used internally for research and business development purposes, statistical analysis and to improve our websites, Macerich’s marketing and promotional efforts and business operations. This statement outlines our privacy policy (our “Policy”). When you use our website, any mobile sites, social media resources, any Macerich pages on social media sites and/or other websites (collectively, the “Site”), or otherwise provide information to us (including by completing an entry, registration or other form), you agree to the terms of this Policy. We may make changes to this Policy from time to time and any such changes will become effective immediately upon posting. Any changes to this Policy will be available at the customer service facilities at our centers and/or on this web page and you should check back periodically for changes. By continuing to use the Site, including to submit any information to Macerich, after any such Policy change, you are consenting to the changes.

The core of our Policy is this: Macerich will not knowingly release, sell, rent or trade your personal information to any third party without your permission, except (i) to our merchants and/or business partners, (ii) if we believe in good faith that the law requires it, (iii) to protect the safety of employees users and/or the public at large, or (iv) to protect our own rights and properties. We may also transfer your personal information to a third party in the event of a corporate transaction or restructuring (e.g., a sale, merger or other transfer of assets) without your permission. Macerich considers personal information to include, without limitation, name, e-mail address, home or mailing address, phone number, birth date, anniversary date, gender, or other similar information you may provide to Macerich via our website (your “Personal Information”).

(i) Your Privacy Rights

Privacy Policy for The Macerich Company and its Subsidiaries and Affiliates (“Macerich”)

Macerich is committed to protecting your privacy. The information you provide is primarily used to enhance your experience at Macerich properties and provide you with certain types of information that may be of interest to you. We may use it to update you on sales, specials, programs, events, promotions, services, products or other opportunities provided by us, our merchants and/or our business partners, remind you of important occasions, and/or personalize your shopping experience. The information may also be used internally by Macerich for research and business development purposes, statistical analysis and to improve our websites, Macerich’s marketing and promotional efforts and business operations. This statement outlines our privacy policy (our “Policy”). When you use our websites, our mobile applications, our social media resources, and/or our pages on social media sites (collectively, the “Site”), or otherwise provide information to us (including by completing an entry, registration or other form), you agree to the terms of this Policy.

We may make changes to this Policy from time to time and any such changes will become effective immediately upon posting on www.macerich.com. Any changes to this Policy will be available at the customer service facility and/or mall office at our centers and/or on this web page. By continuing to use the Site, or by otherwise submitting any information to Macerich, after any such Policy change, you are consenting to the Policy, as amended.

The core of our Policy is this: Macerich will not knowingly release, sell, rent or trade your personal information to any third party without your permission, except (i) to our merchants and/or business partners, (ii) if we believe in good faith that the law requires it or in response to a request from a law enforcement agency or authority or any regulatory authority, (iii) to protect the safety of employees, users and/or the public at large, and (iv) to protect our own rights and properties. We may also transfer your personal information to a third party in the event of a corporate transaction or restructuring (e.g., a sale, merger or other transfer of assets) without your permission. Macerich considers “personal information” to include, without limitation, name, e-mail address, home or mailing address, phone number, birth date, anniversary date, gender, and other personally identifiable information you may provide to Macerich via the Site or otherwise (“Personal Information”).

What Information We Collect, How We Use It and With Whom We May Share It

Macerich collects only Personal Information that is submitted on a voluntary basis from individuals 13 years of age or older. For those individuals under 13 years of age, parental or guardian consent is required. In order to take advantage of some of our

features, programs or events you may need to register and/or provide Personal Information before you can participate.

For example, in order to participate in our Corporate Gift Card program, we ask that you complete our Visa® Gift Card Corporate Pre-Order Form. If you choose to complete this form, you may provide to us your first and last name, company name, mailing address, telephone number, email address, information regarding how the gift cards will be used, type of payment method and gift card value(s) for which you are interested.

In addition, you may choose to send us a request for information via our Request Information Form on the Site. Via the Request Information Form, we request that you provide to us your first and last name, title, organization name, investor type, mailing address, phone number, facsimile number, email address and any information you choose to provide in the text of your message.

We will use this Personal Information to respond to an inquiry from you or address a request submitted by you (including contacting you directly to request additional information to process your inquiry or request), and/or to send you e-mails, newsletters or other communications and to inform you about sales, specials, programs, events, promotions, services, products or other opportunities that might interest you.

We may share your Personal Information with our merchants and/or business partners so that they are able to contact you and make you aware of similar events and opportunities. You should note that we do not control these operators or their policies with respect to use of Personal Information, and that if you do not wish to receive communications from them, you should contact them directly. Further, we will disclose information we maintain, including Personal Information, when we believe in good faith that the law requires it or in response to a request from a law enforcement agency or authority or any regulatory authority.

We also collect certain other, non-personal information, such as your IP address, browser type, operating system, mobile carrier, Internet Service Provider, browsing patterns on our website, and receive the URLs of sites from which you arrive and leave our Site, which we may use or disclose in any manner. This data may be used to analyze trends, administer the Site, track the user's movement on the Site in the aggregate and gather broad demographic information for aggregate use by us and third parties.

In addition, your Personal Information and/or non-personal information may be used to display targeted advertisements on the Site based on such information. By way of

example, Macerich uses Google Display Advertising data to improve the experience of our Site for our users. These display features enable Google to collect data about our users via Google advertising cookies, anonymous identifiers and other data collected through Google's standard analytics implementation. We respect your privacy and, if you wish, you may opt out of Google's tracking features at any time via <https://tools.google.com/dlpage/gaoptout/>.

Please note that we do not engage in the collection of Personal Information about your online activities over time and across third party websites or online services.

Accordingly, we do not currently process or comply with any web browser's "do not track" signal or other mechanisms that provide consumers with the ability to exercise choice regarding the collection of Personal Information about your online activities over time and across third party websites. We have not knowingly authorized third parties to collect Personal Information about your online activities over time and across different websites when you use the Site. Nonetheless, such third party companies (e.g., advertisers, companies providing features or functionality on the Site, etc.) may collect and use non-personal information during your visits to the Site and other websites in order to provide advertisements on other sites about goods and services likely to be of greater interest to you. These companies typically use a cookie or a third party web beacon to collect this information. (See below regarding Use of Cookies and Beacons.)

Use of Cookies and Web Beacons

Macerich, its merchants and business partners, like many companies, may use cookies which are stored on your computer to enhance your experience while using their websites. Cookies make using the Site easier by storing and tracking your preferences and passwords. Your browser is probably set to accept cookies. However, if you would prefer not to receive cookies, you can change your browser settings to refuse them. If you choose to have your browser refuse cookies, it is possible that some areas of the Site will not function properly when you view them, and you may have to enter Personal Information every time you use the Site in order to participate in certain programs or promotions.

Macerich, its merchants and business partners, like many companies, may also use locational beacons, also called web bugs and clear GIFs, or other similar tracking technologies to help monitor activity on their websites. Unlike cookies, web beacons and other similar tracking technologies we may use on our Site do not store information on your computer.

In addition, though not a feature of our Site, Macerich may also use in Macerich's mall properties locational beacons that transmit a signal to mobile device with a mobile application, which may result in your receiving messages or other content

targeted to you, with a goal of improving your shopping experience. These web beacons may collect a unique identifier for your mobile device and non-personally identifiable location-based data, including entry onto a Macerich property and time stamps of your journey within the property as permitted by applicable law (i.e. the time you reach a beacon and how long you are in a mall). If and to the extent you have consented to such collection by our service provider, in accordance with their terms and conditions, the service provider may also collect other types of non-personally identifiable information from you.

Requests for Changes to Use of Personal Information

You always have the option to change your mind about receiving communications from us, or to review, change or update any of your Personal Information, and to review our disclosures of your Personal Information by e-mailing us at DataCustSvc@macerich.com or contacting the customer service facility and/or mall office at the applicable center directly, and submitting the appropriate changes.

Security

While Macerich maintains internal controls, including firewalls and other security features, to control unauthorized access to Personal Information, we cannot guarantee our ability to prevent unauthorized access.

Your Responsibility

Although we will protect your privacy on the Site as described in this Policy, you should keep in mind that if you voluntarily disclose Personal Information online, that information may be accessible to others. This is also true if anyone else has access to your personal computer, such as an employer or family member. Additionally, this Policy is incorporated into Macerich's Terms of Use by reference. It is your responsibility to adhere to the requirements of the Terms of Use upon any use of the Site.

Any sweepstakes, contests or other promotions, including rewards programs and text messaging programs (collectively, "Promotions") that may be offered via the Site or otherwise will be governed by a separate set of rules or terms and conditions that, in addition to describing such Promotion, may have eligibility requirements, restrictions, terms and conditions governing the Promotion, use of submissions you make, and disclosures about how your Personal Information may be used. It is your responsibility to read such rules or terms and conditions to determine whether or not you are eligible and want to participate, register and/or enter, according to each Promotion's rules or terms and conditions. By participating in any Promotion, you will become subject to those official rules or terms and conditions, and you agree to comply with and abide by such rules or terms and conditions, and the decisions of the sponsor(s) identified therein, if applicable, which shall be final and binding in all

respects.

Third-Party Sites

If you link to a third-party site from the Site, any information you submit or reveal on that site is not subject to this Policy. You should review the privacy policies of each site you visit. Macerich does not control any third-party site or their privacy practices, and Macerich is not responsible for the content or practices of any sites that may be linked to Macerich's Site.

Children

Protecting children is important to Macerich. The Site is not intended for use by children under 13 years of age, and we do not knowingly collect Personal Information from such children. By using the Site, you represent that you are at least 13 years of age.

If you are a parent or guardian who believes we have inadvertently collected your child's Personal Information, you may contact us to request the removal of such child's Personal Information from our database at any time by e-mailing us at DataCustSvc@macerich.com or contacting the customer service facility and/or mall office at the applicable center directly. Please note, however, that Personal Information inadvertently collected about a child may remain in back-up storage for some period of time after a request for deletion of that child's account. This may be the case even though no information about that account remains in our active user databases.

Your California Privacy Rights

Pursuant to Section 1798.83 of the California Civil Code, residents of California have the right to request from a business with whom the California resident has an established business relationship certain information with respect to the types of Personal Information the business shares with third parties for those third parties' direct marketing purposes and the identities of the third parties with whom the business has shared such information during the immediately preceding calendar year. To exercise your rights, you may make one such request each year by e-mailing us at DataCustSvc@macerich.com. You may also read a description of our information disclosure practices in the foregoing provisions of this Privacy Policy.

How to Contact Us

If you have any questions about this Policy, our privacy protection practices, or your dealings with us, please feel free to contact us by sending an e-mail to DataCustSvc@macerich.com or contact the customer service facility and/or mall office at the applicable center directly.

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