

GIFT CARD PROMOTION

Central Mall-Port Arthur Register to Win a Mall Gift Card Contest Rules

1. No purchase necessary to play. The contest is open to the general public; however, you must be eighteen (18) years of age or older on the date of entry to enter. Employees of Central Mall-Port Arthur, Jones Lang LaSalle Americas, Inc., SCC and IPC International and employees of any store, cart, or kiosk in Central Mall as well as these employees' immediate family members and persons with whom such employees are domiciled are excluded from this contest.
2. The prize is not redeemable in cash and must be accepted as awarded.
3. By claiming the prize, the winner authorizes the use, without additional compensation of his or her name and/or likeness and/or photograph and municipality of residence for promotion and/or advertising purposes in any manner and in any medium (including without limitation, radio broadcasts, newspapers and other publications and in television or film releases, slides, videotape, distribution over the internet and picture date storage) which Central Mall may deem appropriate.
4. In accepting the prize, the winner acknowledges that GG&A Central Mall Partners, LP may not be held liable for any loss, damages or injury associated with accepting or using this prize money.
5. This contest is subject to all federal, provincial and municipal laws.
6. By participating, you agree to these Official Rules and to all decisions of Sponsor, which are final and binding in all respects.
7. Central Mall-Port Arthur is the Sponsor of the Gift Card Promotion. The Promotion begins on Friday, June 5, 2009 and ends on Thursday, December 31, 2009. The drawing for the gift card will be held on the first day of each month. If the first falls on a weekend, the drawing will be the following Monday. Sponsor reserves the right to modify or terminate the Promotion at any time.
8. How to Play: Go to the Central Mall-Port Arthur website, www.centralmallportarthur.com, click on the Register to Win a \$100 Gift Card link, and enter your information.

Prizes Available: One (1) \$100 Central Mall Gift Card per month through December 2009. Odds of winning vary with the number of entries received. All taxes are the sole responsibility of the winner(s). Prizes are not transferable. The grand prize winner (if any) will be required to sign an affidavit form including release of liability to Sponsor and allowing Sponsor to use the winners name and likeness for advertising purposes without additional compensation to the promotion winner and a Federal Tax form - 1099 Misc. In the event winner fails to timely return documents, or prize is returned as non-deliverable, or if potential winner is found not to be eligible or not in compliance with these Official Rules, disqualification may result.

9. **Each participant, as a condition of participating, releases and agrees to indemnify and hold harmless Sponsor, the prize provider, their respective parents, affiliates, subsidiaries, related companies, advertising and promotion agencies and all of their respective directors, officers, employees, representatives, agents, successors and assigns from any and all liability for any injuries, loss or damage of any kind to person(s), including death, and property, arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of a prize or participation in any Promotion related activity, or participation in this Promotion. The winner shall bear all**

risk of loss or damage to his/her prize after it has been delivered.

Sponsor reserves the right, at its sole discretion, to disqualify any individual from the Promotion that it finds, in its sole discretion, to be tampering with the entry process, or the operation of the Promotion, to be acting, or be, in violation of the Official Rules; or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or interfere in any manner with any aspect or portion of this Promotion. Any use of robotic, automatic, macro, programmed, copied, or like entry methods, will void all such entries by any such methods, and will disqualify any participant using such methods.

11. LIMITATIONS OF LIABILITY:

- a) Any attempted participation by means other than those permitted by these Rules, is void. Sponsor and any participating promotion agencies or prize providers will not be responsible for lost, late, incomplete, stolen, misdirected, illegible or postage-due entries; or any technical error or failure, or unauthorized human intervention, or for the inaccurate capture of entry or other information, or the failure to capture any such information. Sponsor is not responsible for contacting any participant if that participant has changed contact information and failed to provide Sponsor with the proper contact information when such information is required.
- b) Neither Sponsor nor any participating promotion agencies or prize providers are responsible for any incorrect or inaccurate information or for any faulty or failed electronic data transmissions, lost, late, damaged, misdirected entries, incomplete or inaccurate capture of entry information (regardless of cause). If, for any reason, the Promotion is not capable of running as planned for any reason which Sponsor, in its sole opinion, deems could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, Sponsor reserves the right to terminate, modify or suspend this Promotion, in whole or in part, and if possible, to select the Contestants from entries received prior to the action taken or as otherwise may be deemed fair and appropriate by Sponsor. Sponsor reserves the right at its sole discretion to disqualify any individual found to be tampering with the entry process or the operation of the Promotion; or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Promotion.

IN NO EVENT WILL SPONSOR, ANY PARTICIPATING PROMOTIONAL COMPANIES OR PRIZE PROVIDERS, OR THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

12. **MISCELLANEOUS:** This Promotion is subject only to the laws of the state of Texas in the United States. Prizes will be awarded and/or delivered only to addresses within the United States. Unclaimed prizes will not be awarded. Additionally, Sponsor reserves the right to prosecute any fraudulent activities to the full extent of the law. Failure to comply with these Official Rules may result in disqualification. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
13. **ARBITRATION/CHOICE OF LAW:** Except where prohibited, participants in the Promotion agree that: (1) any and all disputes, claims, and causes of action arising out of or connected

with this Promotion, or any prizes awarded, or the administration of the Promotion or the determination of winners, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration, to take place in the State of Texas, U.S.A. pursuant to the Rules of the American Arbitration Association, then effective, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion but in no event attorneys' fees; and (3) under no circumstances will a participant be permitted to obtain awards for and participants hereby waive all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant(s) and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard to conflicts of law doctrine.

14. Winner list: For the name of the winner, send a self addressed stamped envelope, to Central Mall Management Office Attn: "Gift Card Contest", 3100 Hwy 365, Port Arthur, Texas 77642. All local, state, and federal taxes are of sole responsibility of the winner(s).