

\$500 INSIDER SHOPPING SPREE SWEEPSTAKES (OFFICIAL RULES)

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: \$500 Insider Shopping Spree (the "Promotion") is open only to legal residents of an eligible zip code who live within fifty (50) miles of a Forest City mall and who are at least eighteen (18) years old at the time of entry. Employees of Forest City Commercial Management, LLC., Placewise Media, and their parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Promotion is subject to all applicable federal, state, provincial, territorial, municipal, and local laws and regulations and is void in Quebec and where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Promotion consists of a random selection from Sponsor's collective Insider e-mail database.

2. Sponsor: Forest City Commercial Management, LLC., 50 Public Square, Suite 1360, Cleveland, OH 44113 U.S.A. **Administrator:** Placewise Media, 1390 Lawrence Street #300, Denver, CO 80204.

3. Timing: The Promotion begins on January 1, 2016 at 12:00 a.m. United States Eastern Time ("ET") and ends on December 31, 2016 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time keeping device for this Promotion.

4. How to enter: Winners will be selected at random from the Sponsor's Insider e-mail database on the 1st business day of every month. To participate in the \$500 Insider Shopping Spree Sweepstakes, participants must register as an Insider at any of the Sponsor's participating malls. To register participants must go to the mall's website and click the login register button located on the homepage. Once clicked the page will redirect to a sign-up form where they will be prompted to fill out information such as first name, last name, email address, birthday, and other information. Email address and birthday information is required for participation in the \$500 Shopping Spree Sweepstakes. In addition, participants must agree to receive email communication from the participating mall in order to participate and remain eligible for the program.

Limit: Each entrant may receive one (1) entry during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays/entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

5. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A

WINNER OF ANY PRIZE, UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS.

6. Verification of Potential Winners: Receiving a prize is contingent upon compliance with these Official Rules. The potential winner will be notified by mail, email or phone. Except where prohibited, the potential Grand Prize winner (parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return an Declaration of Compliance, Liability and Publicity Release which must be received by Administrator within seven (7) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner is a Canadian resident, he/she will be required to correctly answer a time-limited skill testing question in order to be eligible to receive a prize. If a potential winner of any prize cannot be contacted, or fails to sign and return the Declaration of Compliance, Liability and Publicity Release or provide any other requested information within the required time period (if applicable), fails to correctly answer the skill-testing question (if applicable), or the prize is returned as undeliverable, potential winner forfeits the prize. In the event that the potential Grand Prize winner is disqualified for any reason, Sponsor will award the Grand Prize to an alternate winner by random drawing from among all remaining eligible entries. There will be three (3) alternate drawings after which the prize will remain unawarded. Unclaimed First Prizes will not be awarded. Winners can pick up their prizes at the information desk of the mall selected. Each winner must follow the directions in the win notification email to schedule a prize pick up and claim their prize. Winners will be required to pick up their prizes at a participating mall within three (3) months.

7. Prizes: TWELVE (12) PRIZES (one prize awarded per month January 2016 – December 2016): Each prize is a \$500 Participating Mall gift card. Approximate Retail Value ("ARV"): \$500 USD. Odds of winning the prize depend on the number of eligible entries received during the Promotion Period.

Terms and conditions of gift cards apply. No cash equivalent and all prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use.

8. Release: By receipt of any prize, winner agrees to release and hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize.

9. Publicity: Except where prohibited, participation in the Promotion constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state/province for promotional purposes in any media, worldwide, without further payment or consideration.

10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, or human error impairs the integrity or proper functioning of the Sweepstakes as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes if possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

12. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the 2nd Judicial District located in Denver County Colorado; (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 entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Colorado, without giving effect to any choice of law or conflict of law rules (whether of the State of Colorado or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Colorado.

13. Entrant's Personal Information: Information collected from entrants is subject to the Sponsor's Privacy Policy (<http://www.forestcity.net/privacy/Pages/default.aspx>) and mall's Privacy Policy.