

The Rockin' Shoppin' Eve Instant Win Game Rules

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. Game starts on or about November 28, 2008 at 12:00 a.m. local time and is scheduled to end on November 28, 2008 at 6:00 a.m. local time ("Game Period"). Sponsor's clock shall be the official clock of the game.

Who may enter: The Rockin' Shoppin' Eve Instant Win Game (the "Game") is open to legal residents of the 50 United States and the District of Columbia and who are 18 years of age and older as of November 28, 2008. Employees, officers, and directors of General Growth Management, Inc. ("Sponsor"), and its subsidiaries, affiliated companies, advertising and promotional agencies and all other companies associated with this Game ("Game Entities"), their respective employees, officers, directors and agents, and their immediate families (including parents, in-laws, siblings, children or spouses, regardless of where they live) and members of the same household, whether related or not, are not eligible to participate.

How to play: There are two Game entry methods ("Game Play"): 1) Mobile Phone Game Play. During the Game Period visit one of the following participating General Growth Properties, Inc. ("GGP") malls: Altamonte Mall, Altamonte Springs, FL; Carolina Place, Pineville, NC; Jordan Creek Town Center, West Des Moines, IA; North Point Mall, Alpharetta, GA; The Maine Mall, South Portland, ME; Town East Mall, Mesquite, TX, ("Participating GGP Malls") and look for signage throughout the mall displaying the Participating Mall's keycode ("Keycode") and text phone number. Using your mobile phone ("Mobile Phone"), text the Keycode to 22700 during the Game Period to find out if you are a potential winner. There will be one Keycode per Participating GGP Mall. Mobile Phone Game Play Entrants will be sent a response text message to their Mobile Phone including the words "Sorry, Try Again" or "Winner". Response text messages including the word "Winner" will also provide instructions on how to claim your prize. Sponsor not responsible for charges you may incur as a result of text messages or other mobile phone transmissions. Standard text messaging rates may apply to send and receive transmissions. Not all mobile phones carry the service necessary to participate. Before playing, check with your wireless service provider for details on service availability and possible charges. 2) Home Phone Number Game Play. For Game Play without using your mobile phone, during the Game Period visit one of Participating GGP Malls and look for signage throughout the mall displaying Keycode. During the Game Period, call 1-866-587-1572, provide the Keycode and your home phone number, and, if you are a potential winner, you will receive a "winner" message and instructions on how to claim your prize. One "Winner" message will be issued during each hour of the Game period at each Participating GGP Mall and each Game Play will only be eligible in the prize pool for the Participating GGP Mall corresponding to the Keycode played during the hour the Game Play is submitted. Limit one Game Play per person/per hour regardless of the method of entry Entries must be received by November 28, 2008 at 6:00 a.m. (CT).

Winning: If you are a potential winner, you will receive a "winner" message and instructions on how to claim your prize. To claim your prize, go to the Participating GGP Mall event table located near the DJ by 6:00 a.m. 11/28/08 All Game Plays and potential winning prize claims will be verified by independent judges whose decisions are final and binding in all respects. Winning Game Plays will be randomly determined by an algorithmic computer randomization

program. Odds of winning depend on number of eligible Game Plays received per Participating GGP Mall. Limit one prize per person.

Prizes: Grand Prizes 36: There will be six (6) Grand Prizes per Participating GGP Mall. Each Grand Prize consists of a \$150 GGP Gift Card. Grand Prize approximate retail value (“ARV”): \$150.00. Total ARV of all prizes per mall: \$900. Prizes are non-transferable and no cash redemption or substitution will be allowed, except at Sponsor's sole discretion. Prize details and availability are subject to change, in which case a prize of equal or greater value will be substituted at Sponsor’s sole discretion. All federal, state and local taxes are the responsibility of the winner. Sponsor reserves the right to request additional information or to verify identity or other applicable information about a potential winner before awarding a prize. Gift Card terms, conditions and limitations may apply.

Claiming prizes: Prize Winners will be required to sign a Prize Acceptance and Liability Release. In the event winner is a minor in his/her state of residence, prize will be awarded to parent or legal guardian of prize winner, and parent or legal guardian will be required to sign required documents. Tennessee residents need not sign publicity release. All properly claimed prizes will be awarded but only the number of prizes stated in these Official Rules will be awarded. If more prizes are claimed than are intended to be awarded, then Sponsor reserves the right to award prizes in a random drawing from among all verified prize claims received for that mall. In the event of noncompliance with these Official Rules or if prize is not claimed by 6:00 a.m. 11/28/08, prize will be forfeited. If any prizes for any particular Participating GGP Mall are not awarded by the conclusion of the Game Period, such prizes will be awarded in a random drawing on or about December 1, 2008 from all entrants from that mall who provided accurate contact information during the Game Period. In no event will Sponsor award more prizes than are listed in these official rules.

Limitations of Liability: Sponsor, the Game Entities and their respective agencies are not responsible for lost, interrupted or unavailable network, server or other connections, miscommunications, failed telephone or computer hardware or software or computer virus, other technical failures, unauthorized human intervention, garbled or jumbled transmissions or other errors of any kind, whether human, mechanical or electronic, including without limitation, the incorrect or inaccurate capture of entry information regardless of cause. Once submitted, entries become the exclusive property of Sponsor and will not be acknowledged or returned. Entry material/data that has been tampered with or altered is void. Sponsor reserves the right, at its sole discretion, to cancel/suspend/modify the Game if it becomes corrupted in any manner such that it cannot be conducted as originally planned. In such event, it will honor verified, legitimate prize claims from entries received prior to the action. A notice of termination or suspension will be posted at www.thegivingspree.com. Game Entities are not responsible for lost, late, misdirected, or incomplete Game Plays. Entries, Game Plays and prize claims void if incomplete, defective, altered, forged or submitted outside authorized channels. Persons found tampering with or abusing any aspect of the Game, or whom Sponsor reasonably believes to be causing fraud or disruption, will be disqualified. Sponsor reserves the right to disqualify multiple Game Plays in excess of the limit from the same person or mobile telephone number, or Game Plays made through robotic, automatic, mechanical, programmed or similar entry duplication method, and to disqualify any individual using such a method.

ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GAME MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND IF SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.

Entrants, by participating in this Game, hereby waive and release, and agree to hold harmless the Sponsor, the Game Entities and their respective parents, subsidiaries, affiliates, distributors, licensors, advertising and promotion agencies and all of their respective officers, directors, employees and representatives and agents, from and against, any and all rights, claims and causes of action whatsoever that they may have, or which may arise, against any of them for any liability for any matter, cause or thing whatsoever, including but not limited to any injury, loss or damage, whether direct, compensatory, incidental or consequential, to person, including death, and/or property, arising in whole or in part, directly or indirectly, from their acceptance, possession, use or misuse of any prize, or their participation in this Game. By participating in this Game, entrants agree to be bound by the Official Rules and the decisions of the judges. Except where prohibited by law, by accepting a prize, winners (or winner's parent/legal guardian if winner is deemed a minor in the state of his/her residence) agree that Sponsor and its related and affiliated companies may use the winner's name, address (city, state), photograph, videotape, likeness and/or prize information for advertising, publicity and promotional purposes and to the use of statements made by or attributed to winner relating to Sponsor, the Game Entities, their related and affiliated companies or to this Game and grants to Sponsor, the Game Entities and their related and affiliated companies any and all rights to said use without further notice and/or compensation. Neither Sponsor, Administrator nor the Game Entities are responsible for any typographical or other error in the printing, the offering or the announcement of any prize or in the administration of the Game.

Winner's List: To receive a winner's list, send a self-addressed, stamped envelope to: RSE IWG Winner's List, Attn: D. Lato, 7930 Clayton Rd, Ste 400, St. Louis, MO, 63117. Requests must be received by December 31, 2008.

Administrator: Momentum, 7930 Clayton Road, Suite 400, Saint Louis, Missouri, 63117

Sponsor: General Growth Management, Inc., 110 North Wacker Drive, Chicago, Illinois, 60606. © 2008 General Growth Management, Inc. Printed in the U.S.A. All rights reserved.