

SANTA'S NICE LIST GIVEAWAY

OFFICIAL RULES

1. **NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.**

2. **HOW TO ENTER:** Beginning on November 1, 2025 at 12:01AM CST through December 22, 2025 at 11:59PM CST, one (1) or more of the following methods of entry will be available for you to enter for a chance to win (collectively “**Methods of Entry**”):

(a) Text-to-Enter

(i) From your mobile device, text the provided “keyword” to 701-503-1261. Keywords are provided on in-site signage collateral (see below for more information) located at various points throughout the participating CBL Property (see below for more information). You will receive a confirmation message on your device once your text is received.

(b) QR Code Entry

(i) Scannable QR Codes may be located on in-site signage collateral located at various points throughout the participating CBL property. There are two kinds of QR Code entries: URL-Based and Text-Based.

(ii) URL-Based QR Code: Scanning this code with your mobile device will direct you to an online entry page, where you can follow on-screen instructions and fill out all required information to enter.

(iii) Text-Based QR Code: Scanning this code will auto-populate a text message in your device’s messaging app. Send the pre-filled “keyword” to 701-503-1261 to complete your entry. You will receive a confirmation message on your device once your text is received.

(c) Online Entry

(i) Log on to https://www.shopkirkwoodmall.com/store/kirkwood_mall/event/nice-list/giveaway and follow the on-screen entry instructions. Fill in all required information.

Entry QR codes, links, and keywords may be provided on in-center signage collateral (e.g., posters, standees, clings, panels, and digital displays) and our website, as well as in emails, text messages, social media posts, and other traditional media formats (e.g., TV, radio, and print) (collectively “**Entry Channels**”). Not all Entry Channels may be used or made available. For more information about Methods of Entry and Entry Channels, including which Methods of Entry and Entry Channels may be used or made available for the Santa’s Nice List Giveaway, please contact

Sponsor (defined below) by any of the means identified in the “Contact Information” section below. You may enter only once per each of the six giveaway segments. Use of any robotic, automatic, programmed, or similar entry method or entering more than the number of times permitted will void all entries and result in disqualification. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules.

3. ELIGIBILITY: Open to residents of the 50 United States and D.C., 18 years of age and older as of November 1, except for employees of Kirkwood Mall (“**Sponsor**”), its parents, affiliates, subsidiaries, and agencies, as well as its tenants, anchors, and third party contractors (whether vendors, suppliers of goods or materials, otherwise and in any capacity), together with any of their respective employees or agents, (collectively “**Promotion Parties**”), and members of their immediate family or persons living in the same household. Void where prohibited.

4. DRAWING: A random drawing will be conducted on or about November 7 for the first giveaway period, November 14 for the second giveaway period, November 28 for the third giveaway period, December 5 for the fourth giveaway period, December 12 for the fifth giveaway period, and December 23 for the sixth giveaway period. by Sponsor to select the winner[s] from among all eligible entries received. Odds of winning depend on the number of entries received. Potential winner[s] will be notified by phone and must sign and return any required Gift Card Acknowledgement Form within 14 days of the date notice is sent or such other date set by Sponsor. Failure to respond within the applicable time period will result in forfeiture of prize and Sponsor shall have the option to award the prize to an alternate winner. The return of any prize notification or prize as undeliverable may result in disqualification and an alternate winner may be selected. All income taxes, if any, resulting from acceptance of prize are the responsibility of winner. By entering this sweepstakes, entrant accepts and agrees to these Official Rules and the decisions of Sponsor, which shall be final in all matters. Acceptance of a prize also constitutes permission to the Promotion Parties to use winner's name and, if applicable, likeness and biographical information, for marketing purposes without further compensation or right of approval, unless prohibited by law. All federal and state laws apply.

5. LIMITATION OF LIABILITY: By entering this sweepstakes, entrants waive all right to, and hold the Promotion Parties harmless from, any claim, liability, loss, damage (including punitive, incidental, and consequential damages), or expense (including attorneys' fees) arising out of or in connection with participation in this sweepstakes or the acceptance, use, or misuse of any prize. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. Promotion Parties will not be responsible for: late, incomplete, or incorrect entries; an entrant's failure to receive prize notices due to entrant's spam, junk e-mail, or other security settings or for entrants' provision of incorrect or otherwise non-functioning contact information; technical, hardware, or software malfunctions, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or used in this sweepstakes; by any human error which may occur in the processing of the entries in this sweepstakes; or any typographical, technological, or other error in the publishing of the offer, administration of the sweepstakes, or announcement of the prize[s]. If, in

Sponsor's opinion, there is such an error, or there is any suspected evidence of tampering with any portion of the sweepstakes, or if technical difficulties (including viruses and bugs) compromise the integrity of the sweepstakes, Sponsor reserves the right, in its sole discretion, to cancel or modify this sweepstakes in a manner deemed appropriate by Sponsor. In the event of termination, winners will be selected from among all eligible entries received as of date of termination. In the event a dispute arises as to the identity of a potentially winning entrant, entries will be declared made by the name on the online entry form.

6. PRIZE[S]: One \$200 gift card to Barnes & Noble, One \$250 gift card to Lucky's 13 Pub, One \$300 gift card to Halberstadt's, One \$350 gift card to Tradehome Shoes, One \$400 gift card to PacSun, One \$500 gift card to Drift Clothing. Total prize value: \$2,000. Prize consists of only those items specifically listed as part of the prize. Limit one prize per family or household. No substitution or transfer of prize permitted by winner. Prizes must be claimed in-person at the participating CBL Property identified at the end of these Official Rules. For more information regarding the participating CBL Property, please contact Sponsor by any of the means identified in the "Contact Information" section below. Sponsor reserves the right to substitute a prize of equal or greater value. All prizes will be awarded. If a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

7. ELECTRONIC COMMUNICATIONS: By providing your telephone number(s) and other contact information, including, but not limited to, your email address, you consent and agree that the Promotion Parties may call you using an automatic telephone dialing system or otherwise, leave you a voice, prerecorded, or artificial voice message, or send a text, email, or other electronic message to you regarding the Santa's Nice List Giveaway or for any other purpose, including, but not limited to, telemarketing. You agree that Sponsor may call or text at any telephone number that you provide, including cellular telephone numbers. This consent, however, is not a condition of entry into the Santa's Nice List Giveaway. If you wish to revoke your consent to be contacted at any cellular telephone number(s) using an automatic telephone dialing system and/or an artificial or prerecorded message, please contact Sponsor by any of the means identified in the "Contact Information" section below and provide your name and all cellular telephone number(s) for which you wish to revoke consent. All eligible entries will still be part of the random drawing even if consent is revoked prior to the drawing.

8. PERSONAL DATA: You acknowledge that by entering the Santa's Nice List Giveaway you will provide, and Sponsor will collect, capture, receive, or otherwise acquire, specified personal information about you ("Your Personal Data"). Your Personal Data may include your name, address, email address, and phone number. Sponsor may collect, use, disclose, or otherwise process Your Personal Data as necessary to conduct Santa's Nice List Giveaway, to sign you up to receive Sponsor's Newsletter(s), and for Sponsor's own marketing purposes, including, but not limited to, marketing to you any sales, promotions, incentives, or other information related to the goods and services provided for sale by the tenants of Sponsor's locations (the "Permitted Purposes"). You consent to Sponsor's collection, use, and storage of Your Personal Data for the Permitted Purposes and any other purposes that you specifically consent to. If you wish to revoke your consent for Sponsor to use, disclose, or otherwise process Your Personal Data, including for the Permitted Purposes, please contact Sponsor by any of the means identified in the "Contact

Information” section below. All eligible entries will still be part of the random drawing even if consent is revoked prior to the drawing. Please note that such revocation may result in you no longer receiving information related to the goods and services provided for sale by the tenants of Sponsor’s locations or Sponsor’s Newsletter(s).

9. CHOICE OF LAW: Entrant agrees that all matters arising out of or relating to this sweepstakes and these Official Rules are governed by, and construed in accordance with, the laws of Tennessee, without giving effect to any of its conflict of laws provisions thereof.

10. ARBITRATION: ENTRANT AGREES THAT ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS SWEEPSTAKES AND THESE OFFICIAL RULES SHALL BE RESOLVED BY BINDING ARBITRATION. ENTRANT ACKNOWLEDGES AND AGREES THAT ARBITRATION REPLACES THE RIGHT TO GO TO COURT. The arbitrator will have the exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of these Official Rules, including the arbitrability of any dispute and any claim that all or any part of these Official Rules are void or voidable. Entrant acknowledges that it is intended hereby that the scope of claims subject to arbitration be as expansive as permitted by law. Arbitration will be administered by JAMS Mediation, Arbitration and ADR Services (“JAMS”) in accordance with the JAMS Streamlined Arbitration Rules and Procedures (the “JAMS Rules”). The JAMS Rules and instructions about how to initiate an arbitration are available at www.jamsadr.com or 1-800-352-5267. Arbitration may be conducted in person, through the submission of documents, by phone, or online. Proceedings that cannot be conducted through the submission of documents, by phone, or online, will take place in the Chattanooga, Tennessee; provided, however, that if circumstances prevent entrant from traveling to Chattanooga, Tennessee, JAMS may hold an in-person hearing at a mutually agreeable location.

11. JURY AND CLASS ACTION WAIVER: IN THE EVENT, ANY PORTION OF SECTION 10, ABOVE, IS HELD UNENFORCEABLE FOR ANY REASON AND LITIGATION ENSUES BETWEEN THE PARTIES, THEN BOTH PARTIES HEREBY AGREE TO: (A) WAIVE ANY RIGHT TO TRIAL BY JURY; (B) SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE FEDERAL OR STATE COURTS SITTING IN HAMILTON COUNTY, TENNESSEE; (C) WAIVES ANY RIGHT TO LITIGATE ANY CLAIMS IN COURT AS A CLASS ACTION OR OTHER REPRESENTATIVE OR COLLECTIVE ACTION (SUCH AS AN ACTION IN THE FORM OF A PRIVATE ATTORNEY GENERAL); AND (D) WAIVE ANY RIGHT TO PURSUE IN ARBITRATION ANY CLASS ACTION OR OTHER REPRESENTATIVE OR COLLECTIVE ACTION (SUCH AS AN ACTION IN THE FORM OF A PRIVATE ATTORNEY GENERAL), OR TO PARTICIPATE AS A CLASS MEMBER IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN ARBITRATION OR IN COURT BEFORE A JUDGE OR JURY.

12. SEVERABILITY: If any term or provision of these Official Rules shall be determined to be illegal or unenforceable, all other terms and provisions of these Official Rules shall nevertheless remain effective and shall be enforced to the fullest extent permitted by applicable law.

13. PRIVACY: Information submitted with an entry is subject to the Privacy Policy stated on https://www.shopkirkwoodmall.com/store/kirkwood_mall/event/nice-list/giveaway. To read the Privacy Policy, ***click here***.

14. WINNERS LIST: For the names of all prize winners, available after December 23, send a self-addressed, stamped #10 envelope to: 706 Kirkwood Mall, Bismarck, ND, 58504.

15. SPONSOR: Kirkwood Mall Acquisition LLC, Bismarck, ND 58504.

16. CONTACT INFORMATION: To ask questions about the Santa's Nice List Giveaway or these Official Rules or to revoke any of the consent provided under the Electronic Communications or Personal Data Sections above, contact Sponsor at:

CBL & Associates Management, Inc.

2030 Hamilton Place Blvd.

Chattanooga, TN 37421-6000

Attn: Privacy Manager

Or by calling us at 1-800-333-7310

Or by emailing us at privacy@cblproperties.com.

When revoking consent, please provide sufficient information for Sponsor to take the necessary steps to process your request, such as your name, cellular telephone number(s), email address, and what you would like Sponsor to do (e.g., stop texting or calling you, remove you from any newsletters, or cease sharing Your Personal Data).

17. PARTICIPATING PROPERTY: The participating CBL Property where a prize may be claimed for the Santa's Nice List Giveaway and where in-center Entry Channels may be located is as follows:

Kirkwood Mall Acquisition LLC 706 Kirkwood Mall Bismarck, ND 58504