

GGSI'S Privacy Statement & Terms of Use

Santa Set Marketing Program – Oakbrook Center

This Privacy Statement and Terms of Use (collectively the "Agreement") is provided by General Growth Services, Inc. ("GGSI," "us," "our," or "we") and communicates details and terms concerning our marketing program and activities ("Santa Set Program") related to certain Santa sets managed by GGSI. By registering with us, you agree to the terms of this Agreement and to comply with such terms.

ELIGIBILITY/AGE LIMIT: To register, you must be age 18 or older and the parent or legal guardian of the child visiting the Santa Set experience. If you are age 17 or younger, or you are not the parent or legal guardian of the child visiting the Santa Set, you may not register.

You must be age 18 or older to register and you may only register yourself since you will be asked to provide information that will be used at the Santa Set when you visit in person with your child. If you provide information concerning a child, that child must be your child. The code that will be provided to you to be used at the Santa Set may not be shared with any other person who is not the parent or legal guardian of your child.

Please read the Privacy Statement and Terms of Use carefully as they contain important information, including how any disputes between you and GGSI must be resolved through arbitration or small claims court.

Part I - Privacy Statement

COLLECTION OF PERSONAL INFORMATION/ OPTING-OUT: The Santa Set Program provides services to those who register, specifically we provide an interactive experience to allow parents to enhance their child's visit with Santa ("Services"). In order to use and participate in these Services, you will be asked to sign-in using your Google or Facebook (each a "Social Sign-In Party") account; when registering with us, we will ask you to provide information from such as your name, address, birth date, email address and/or cell phone number, and information about your family or household (collectively "User Information"). To the extent the Social Sign-In Party shares information with us, we will include that information with your User Information. You must meet the eligibility and age limit requirements stated above to register. Upon registration we may send you marketing emails, surveys, and if we have the capability, we may send your registration code by email or present it to you on the device you used to register. Do you not label your child as "naughty" when you register if you do not want your child to be given that notice when you visit the Santa Set.

- To opt-out of receiving our marketing emails or surveys, click "unsubscribe" in any email received.
- If you wish to have the User Information you provided to GGSI deleted, email us at the address below and provide us with the required information to delete the User Information you provided.

USER INFORMATION: User Information may be utilized by third-party vendors contracted by GGSI for the purpose of assisting us with our Services. GGSI does not sell or rent personally identifiable User Information to third parties for their marketing purposes. We may partner with third parties ("Advertising Partner") and send sponsored advertisements via email on behalf of our Advertising Partner. Non-personally identifiable information, such as your zip code, age, gender, consumer preferences, may be collected to gain a better understanding of usage trends and interests and we may share non-personally identifiable information with our business partners. We may transfer your User Information to a third party in the event of a corporate transaction or restructuring (e.g., a sale, merger or other transfer of assets). Non-personally identifiable information may be retained indefinitely.

If a user registered using a social platform, that platform's privacy policy and terms are applicable.

THIS AGREEMENT MAY CHANGE/CONTACTING US: This Agreement may change from time to time and GGSI reserves the right to change this Agreement by updating the document and posting the current document at <http://bit.ly/2h4sGY3> ("Website"). To the extent a dispute arises, the version of the Agreement in existence at the time of said dispute will govern. To the extent we determine, in our sole discretion, that a modification is material, we will notify you. If you believe that GGSI has in some way not complied with the policies outlined in this Agreement, or if you have any other questions relating to privacy, please let us know by sending an email to the email address below and provide us with all the necessary information to address your concern or inquiry:

GGSI / 2017 Santa Set Marketing Program - Oakbrook Center
110 North Wacker Drive, BSC 5-20
Chicago, IL 60606
Phone: 312.960.5000
Email: theclub@ggp.com

PRIVACY RIGHTS/CALIFORNIA RESIDENTS: 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 including a list of the third parties with whom the business, in the year prior to the date of the request, has shared personal information with for the third parties' direct marketing purposes. A Californian may make one such request a year by e-mailing Us at theclub@ggp.com and include the following information in the subject line "GGSI / 2017 Santa Set Marketing Program - Oakbrook Center". GGSI does not respond to Do Not Track settings.

COOKIES: When you visit our Website, our servers may place temporary text files called "cookies" on your device. These cookies may contain a unique identifier that enables us to create a better experience for you. We may use cookies to serve you interest-based ads. You may choose not to accept cookies; however, you may not be able to use all the features available to you if you set your browser to refuse cookies.

Part II - Terms of Use

ACCEPTANCE OF TERMS: By using the Services or registering for Santa Set Program you agree to be bound by these Terms of Use and to comply with all applicable laws and regulations, including, without limitation, U.S. laws and regulations. If you do not agree to these Terms of Use, please do not use the Services or engage in Santa Set Program.

INTENDED AUDIENCE/USE: The Services and the Santa Set Program are intended for the lawful use of the parent or legal guardian, age 18 or older, of a child visiting our shopping center. GGSI controls and operates its Services and Santa Set Program from the United States of America and GGSI does not represent that these materials are appropriate or available for use in other countries.

SECURITY/INTELLECTUAL PROPERTY/RESTRICTIONS/NO WARRANTY: You are prohibited from using Santa Set Program or Services to post, provide, or transmit any unlawful, inaccurate, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other material that could give rise to any civil or criminal liability under the law or create problems for people who visit our shopping center. You may not allow a child to be involved with this Santa Set Program if you are not the legal guardian or parent of that child. If you choose to participate in the Santa Set Program ("Activity"), you agree to comply with any rules and regulations governing such Activity. You agree that GGSI may disqualify you from participating in an Activity if we suspect foul-play and we may work with local, state, or federal officials or agencies if we or suspect illegal activity. We request that you do not forward additional information to GGSI that is not requested by GGSI, such information will be considered non-confidential and may be used by GGSI or its affiliates without compensation to you. By making proprietary logos, trade and service marks, slogans, and product designations (collectively "IP") available, GGSI is not conferring or granting any IP license. Any commercial use or reproduction of any IP is prohibited without the express authorization of the owner.

We, and the service providers we contract with, make commercially reasonable efforts to safeguard your User Information. You agree to assume all risks including, but not limited to, the risks of damage caused by hackers, worms, Trojans or viruses arising from, connected to, or resulting from using a device connected to a wireless network at the Santa Set. A wireless network and any products or services provided on or in connection with this device or wireless network are provided on an "as is" and "as available" basis and without warranties of any kind. All conditions, representations, indemnities, guarantees and warranties (whether express, implied or arising by operation of law, custom or the prior statement(s) of any party), including, but not limited to, any warranty of satisfactory quality, merchantability or fitness for a particular purpose, are hereby excluded and disclaimed.

DISCLAIMER OF WARRANTY / LIMITATION OF LIABILITY: GGSI DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE AVAILABILITY, USE, TIMELINESS, SECURITY, VALIDITY, ACCURACY, OR RELIABILITY OF, THE USE OF CONTENT PRESENTED VIA OUR SERVICES OR SANTA SET PROGRAMS, OR OUR WI-FI SERVICE. ANY CONTENT DOWNLOADED, OR OTHERWISE OBTAINED, IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PERSONAL PROPERTY, COMPUTER, SYSTEM, OR DIGITAL DEVICE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH CONTENT OR ACCESS TO ANY NETWORK. ALL CONTENT

AND ALL SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT POSSIBLE PURSUANT TO APPLICABLE LAW, GGSI DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHER VIOLATION OF RIGHTS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GGSI SHALL BE DEEMED TO ALTER THIS DISCLAIMER OF WARRANTY, OR TO CREATE ANY WARRANTY. GGSI WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE USE OF OUR SERVICE, ITS CONTENT, INCLUDING BUT NOT LIMITED TO DAMAGES CAUSED BY OR RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, VIRUSES, LINE FAILURE, AND ALL OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES EVEN IF GGSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. NOTWITHSTANDING THE FOREGOING, GGSI'S TOTAL LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, AND CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO THOSE BASED ON CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED \$10.00 OR THE AMOUNT YOU PAID TO ACCESS A SERVICE OR SITE, WHICHEVER IS GREATER.

INDEMNITY: Without derogating from any applicable law, you agree to indemnify and hold harmless GGSI and Oakbrook Shopping Center, LLC and their parent companies, subsidiaries, partners, employees, officers, directors and agents ("collectively, the "Indemnified Parties"), from and against all claims, damages, expenses, losses and liabilities that arise as a result of your violation of these Terms. In view of the fact these Services provided by GGSI are free-of-charge, this indemnity is intended to cover all expenses, payments, loss, loss of profits or any other damage, direct or indirect, monetary or non-monetary, incurred by the Indemnified Parties, including but not limited to legal expenses and attorney fees.

ARBITRATION & CLASS ACTION WAIVER: By registering in the Santa Set Program or using the Services, you unconditionally consent and agree that: (1) any claim, dispute, or controversy (whether in contract, tort, or otherwise) you may have against the Indemnified Parties (all such individuals and entities collectively referred to herein as the "Company Entities" or singularly as "Company Entity") arising out of, relating to, or connected in any way with your involvement with the Santa Set Program or the Services or the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS in accordance with the JAMS Comprehensive Arbitration Rules and Procedures, available www.jamsadr.com, as modified by this agreement to arbitrate; (2) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (3) the arbitrator's decision shall be controlled by the Terms of Use and any of the other agreements referenced herein that the applicable user may have entered into in connection with the Site; (4) the arbitrator shall apply Illinois law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (5) there shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only your and/or the applicable Company Entity's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (6) the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim without affecting other individuals; (7) the arbitrator shall not have the power to award punitive damages against you or any Company Entity; (8) in the event that the administrative fees and deposits that must be paid to initiate arbitration against any Company Entity exceed \$125 USD, and you are unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, GGSI agrees to pay them and/or forward them on your behalf, subject to ultimate allocation by the arbitrator; in addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, GGSI will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (9) with the exception of subpart (5) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (5) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither you nor the Company Entities shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at www.jamsadr.com.

ACCORDINGLY, YOU ACKNOWLEDGE THAT YOU MAY NOT HAVE ACCESS TO A COURT, TO CLASS OR REPRESENTATIVE PROCEDURES, OR TO A JURY TRIAL. Notwithstanding any other provision of the Terms of Use or Privacy Statement, the Company Entities may resort to court action for injunctive relief at any time. Further, notwithstanding any other provision of the Terms of Use or Privacy Statement, you and the Company Entities may mutually agree to resolve any claim, dispute or controversy in small claims court.

GENERAL INFORMATION/TERMINATION: You agree that the statutes and laws of the United States apply when you access our Services and partake in Santa Set Program. This Agreement is governed by the internal laws of the State of Illinois without regard to principles of conflict of laws. You agree that any litigation shall be subject to the exclusive jurisdiction of the state or federal courts in Chicago, Illinois, USA. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of your use of our Services or Santa Set Program must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in this Agreement are for convenience only and have no legal or contractual effect. If any provision herein is held to be invalid by any law, rule, order or regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of other provisions. The failure of GGSI to exercise or enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision. You agree that GGSI, in its sole discretion, may terminate or restrict your use or access to the Services for any reason, including, without limitation, that GGSI believes you have violated or acted inconsistently with the letter or spirit of this Agreement, or the terms related to the program.

VIOLATIONS & NOTICES: We rely on the public to bring copyright infringement matters to our attention; anyone who believes that their work has been reproduced in such a way as to constitute copyright infringement may contact us. Please report any violations of this Agreement by sending us written notice to the following address (we accept such notices via mail or email). If the following email address is not active, then the Santa Set Program was terminated and all User Information collected and retained by GGSI deleted.

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General Growth Services, Inc.