

# [NY YANKEES TICKETS ENTER TO WIN AT WESTFIELD GARDEN STATE PLAZA]

## Official Rules

### NO PURCHASE NECESSARY TO ENTER A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING

Sweepstakes begins June 28, 2009 and ends September 1, 2009

1. **How to Enter: No purchase necessary.** Beginning on June 28, 2009, you may enter Sweepstakes by (a) pick-up and completing an Official Entry Form at the **WESTFIELD GARDEN STATE PLAZA** concierge desk or (b) by calling **WESTFIELD GARDEN STATE PLAZA** at 201-843-2121 and requesting an Official Entry Form, or (d) sending a request for the Official Entry Form, along with a self-addressed envelop, to **WESTFIELD GARDEN STATE PLAZA WICKED SWEEPSTAKES** at the address indicated below. Instead of an Official Entry Form, you may use a plain piece of 3" x 5" paper, on which you hand-print or type your complete name, address (no P.O. Boxes), city, state, zip code and daytime phone number (an unofficial entry form). Deposit your entry form in any Sweepstakes collection vessel or at the Concierge Center at **WESTFIELD GARDEN STATE PLAZA**. A *purchase* of any commodities or other product *will not improve* an entrant's chances of winning. **WESTFIELD GARDEN STATE PLAZA** is not responsible for lost, late, illegible, mutilated, misdirected or incomplete entries or entries not received by the time designated for the end of the Sweepstakes, or for any human or mechanical error that may occur in the processing of the entries in this Sweepstakes. Responsibility for proper postage and handling of entry forms rests solely with the entrant.

ALL SWEEPSTAKES ENTRIES MUST BE RECEIVED BY 5:00 PM (Eastern Time) ON September 1, 2009. ONLY ONE (1) ENTRY PER HOUSEHOLD ADDRESS WILL BE PERMITTED OR ACCEPTED.

2. **Eligibility.** This Sweepstakes is open to persons aged 18 years or older at time of entry, and who are legal residents of, and reside and are physically located, in the State of New Jersey or New York. Employees of **THE WESTFIELD GROUP** ("*Sponsor*") and/or any of its affiliates, distributors, subsidiaries, retailers, sales representatives, suppliers, participating vendors, promotion or advertising agencies, or any other company involved with the design, production, execution or distribution of the Sweepstakes and each of their respective officers, directors and employees (collectively hereafter referred to as the "*Patrons*"), as well as the members of the Patron's immediate families (spouses, parents, children, siblings and their spouses), regardless of where they live, and those living in the same household, are ineligible to enter or participate in this

Sweepstakes or win a prize. This Sweepstakes is subject to all federal, state and local laws and regulations. Void anywhere outside the State of New Jersey or New York or where prohibited, taxed or restricted by law.

2.1. **Copies of Rules.** Copies of these Official Rules may be obtained at the Sponsor's Home Page (<http://www.westfield.com/gardenstateplaza>) (the "*Website*"), or by sending a self-addressed stamped envelope marked "Official Rules" to "Westfield Sweepstake," c/o **WESTFIELD GARDEN STATE PLAZA**, Attn.: Contest Services, One Garden State Plaza Paramus, NJ 07652 ; or by calling 201-843-2121.

3. **How to Win – Odds of Winning.** All eligible persons who complete and timely return an entry form – whether "official" or unofficial – will be entered into the Sweepstakes. One (1) Sweepstake winner will be selected in a random drawing to be conducted on September 1, 2009, from among all eligible entries received by the **WESTFIELD GARDEN STATE PLAZA**. The winner need not be present at the time of the drawing to win. The winner will be notified on or about September 1, 2009, by telephone, mail and/or email. All decisions of Sponsor are final and binding on all matters relating to this Sweepstakes. **Sweepstakes Odds:** Odds of winning depend on the number of timely, correct, eligible entries received.

4. **Prize.** One (1) pair of NY Yankees tickets will be awarded for this Sweepstakes. The Sweepstakes winner shall receive a pair of tickets to see "NY Yankees" valued at One Thousand and Six U.S. DOLLARS (\$1,006.00) that is redeemable for admittance to show at the theatre. **Approximate Prize Value:** The approximate, aggregate, verifiable retail value of the prize is \$1,006.00 All decisions of Sponsor are final and binding on all matters relating to this Sweepstakes. Sponsor reserves the right to substitute a prize of equal or greater value. The prize may *not* be assigned, transferred, changed, exchanged, substituted or redeemed for cash.

5. **How to Claim Prize.** The winner must return, within four (4) business days after a notification attempt by Sponsor, an Affidavit of Eligibility and Liability/Publicity Release personally signed by the winner. Failure of a prize winner to return or deliver the executed Affidavit and Release within the time period specified, or non-compliance with these Official Rules, or inability to notify the winner will result in that Contestant's (any reference to "*Contest-*

ant” also includes the prize winner) disqualification and forfeiture of her/his prize, and an alternate winner will be selected from remaining eligible entries. If a potential winner cannot be reached after a reasonable effort has been exerted, if s/he is found to be ineligible, s/he cannot or does not comply with these Official Rules, or if her/his or prize notification is returned as undeliverable, such person will be disqualified and an alternate prize winner may be selected at Sponsor’s sole discretion. No prize will be awarded until the Affidavit and Release forms are received by Sponsor. The winner will be required to provide Sponsor with her/his telephone number, and complete name and current postal mailing address. No winner will be qualified until her/his entry submission is validated. **THE PRIZE MUST BE CLAIMED BY 5:00 PM (EASTERN TIME) ON September 4, 2009**

6. **Sweepstakes Restrictions.** Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and/or use of the prize not specifically stated herein are the sole responsibility of the Contestant. **THE WINNER (YOU) MUST PAY ANY EXPENSES IN ORDER TO USE THESE PRIZES.** Patrons will not replace any lost or stolen (a) prize or (b) merchandise acquired with the prize voucher. Patrons are not responsible for the winner’s use of any prize after it has been delivered to the prize winner. **ANY ENTRY REGISTRATION THAT IS ALTERED OR TAMPERED WITH, OR ACCESSED THROUGH IRREGULAR CHANNELS OR MEANS SHALL BE VOID. AUTOMATED OR BULK REGISTRATIONS OR ENTRIES SUBMITTED BY THIRD PARTIES WILL BE DISQUALIFIED. INCOMPLETE, ILLEGIBLE, CORRUPTED, OR UNTIMELY ENTRIES ARE VOID AND WILL BE DISQUALIFIED.** Each entry must be submitted by the Contestant.

7. **General Conditions.** Subject to applicable law, Sponsor reserves the right to change these rules at any time. At the sole discretion of Sponsor, all entries are subject to verification. Anti-fraud detection devices may be used to verify winners. Except in the event of disqualifications, no more than one (1) winner will be selected.

7.1. **Errors, Malfunctions, Etc/Fraud/Tampering.**

The Patrons are not responsible for any incorrect or inaccurate entry information; human errors; technical malfunctions; failures, including public utility outages; omissions, interruptions, deletions or defects of any telephone network, computer systems, computer equipment, servers, providers, or software, including without limitation any injury or damage to participant’s or any other person’s computer, cell, or wireline telephone, relating to or resulting from participation in this Sweepstakes; inability to access the Website or any web pages of the Patrons; theft, tampering, destruction, or unauthorized access to, or alteration of, entries; data that is processed late or incorrectly or is incomplete or lost due to telephone, computer or electronic malfunction or traffic

congestion on telephone lines, or the Internet, or any service provider’s facilities, or any website (including the Website) or for any other reason whatsoever, including typographical, printing or other errors, or any combination thereof. The Patrons also are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; or miscommunications or other errors or malfunctions of any kind whether, human, mechanical, electronic or otherwise. **ANY ATTEMPT BY AN CONTESTANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE (INCLUDING THE WEBSITE) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.** Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, the Website, and/or the legitimate operation of the Sweepstakes; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. All entries become the property of Sponsor and may not be acknowledged or returned. E-mail entries are *not* permitted. No mechanically reproduced entries will be accepted.

7.2. **Official Rules are Final and Binding.** By entering this Sweepstakes, Contestants acknowledge that they have read and understand these Official Rules and agree to be bound by and acknowledge compliance with these Official Rules including, without limitation, eligibility requirements and by the decisions of Sponsor. **FAILURE TO COMPLY WITH THESE OR ANY OTHER OFFICIAL RULES WILL RESULT IN DISQUALIFICATION.** All decisions of Sponsor are final and binding on all matters relating to this Sweepstakes.

7.3. **Disqualification.** Sponsor reserves the right to disqualify any Contestant at any time as determined in Sponsor’s sole discretion, should such person at any stage of the Sweepstakes: (a) fail to comply with these Official Rules; (b) supply any untruthful, inaccurate or misleading personal details and information; (c) refuse or fail to provide proof of identity and/or eligibility if requested by Sponsor at any time; (d) use technology to gain an unfair advantage over any other Contestant; (e) engage in unlawful conduct or misconduct, including without limitation, harming or threatening to harm any other Contestant or Patrons’ personnel, exercising violent behavior, or potential or actual cheating; and (f) purposely impede the work of Patrons and/or the implementation of the Sweepstakes. *The disqualification of a Con-*

*testant shall be final and not subject to appeal or review for any reason whatsoever.*

**7.4. Construction of Official Rules.** These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. Neither Sponsor, the Patrons, nor anyone acting on their behalf will enter into any communications with any Contestant regarding this Sweepstakes, except as expressly set forth in these Official Rules. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The headings of the paragraphs in these Official Rules are for the convenience of reference only, and do not form a part hereof, and in no way define, limit, describe, modify, interpret or construe the meanings of Sponsor, the scope of these Official Rules, or the intent of any paragraph hereof. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsor is not responsible for any electronic or typographical error in the printing or reproduction of these Official Rules, administration of the Sweepstakes or in the announcement of any the prizes. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor.

**7.5. Termination Provisions.** Except as prohibited by law, Sponsor reserves the right to terminate this Sweepstakes in the event of a *force majeure* or other failures or difficulties. If, for any reason, the Sweepstakes is not capable of running as planned, including tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor, which corrupt or affect the operation, administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor may, in its sole discretion, (i) void any suspect entry or (ii) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and (iii) award the prize at random, by a drawing, from among the eligible, non-suspect entries *received up to the time of the impairment*. Sponsor reserves the right to suspend or modify this Sweepstakes at any time without notice or obligation. If such modification or suspension occurs, Sponsor will make a commercially reasonable effort to post notice of such on the Website.

**7.6. Arbitration Provision.** By participating in this Sweepstakes, each Contestant agrees that any claim, dispute, or controversy (whether in contract, tort, otherwise) that it may have with, or claims it may have against, Sponsor or the Patrons arising out of, relating to, or connected in any way with the Sweepstakes, the awarding or

redemption of the prize or merchandise, or the determination of the scope or applicability of this agreement to arbitrate, shall be resolved exclusively by private, final and binding arbitration administered by the National Arbitration Forum ("*Forum*") and conducted before a sole arbitrator pursuant to the Forum's Code of Procedure. Further, each Contestant agrees that: (a) This arbitration agreement is made pursuant to and shall be governed by the Federal Arbitration Act ("*FAA*"), 9 U.S.C. §§ 1-16; (b) the arbitration shall be held in Bergen County, State of NJ, or at such other location as may be mutually agreed by the Contestant and Sponsor/Patron; (c) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable Contestant may have entered into in connection with the Sweepstakes; (d) the arbitrator shall apply California law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (e) there shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only the Contestant's and/or Sponsor's individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; and (f) the arbitrator shall not have the power to award punitive damages against the Contestant, Sponsor or Patrons. Moreover, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Code of Procedure established by the Forum, 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. For more information on the Forum and/or the Forum's Code of Procedure, please visit its website at [www.arb-forum.com](http://www.arb-forum.com) or contact the Forum at National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, 877-655-7755.

**7.7. Choice of Law.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the parties in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of NJ, without regard to choice of law or conflicts of laws principles under NJ law.

**8. Releases; Indemnification.** By participating in this Sweepstakes, each Contestant releases Sponsor, as well as the Patrons, and each of their parent companies, partners, stockholders, affiliates, subsidiaries, directors, officers, agents, employees, advertising agencies, suppliers, and all others associated with the development and execution of the Sweepstakes from and against any and all liability, claims or actions of any kind whatsoever in connection with Sweepstakes' participation, or in the receipt, posses-

sion, ownership or use of any prize awarded in connection with the Sweepstakes, or while traveling to or from any Sweepstakes event and/or participating in any prize-related activity with respect to or in any way arising from the Sweepstakes and/or acceptance or use of any prize, including, without limitation, liability for personal injury, damages or loss.

8.1. **Release of Claims.** Each Contestant acknowledges that there is a possibility that, subsequent to his/her involvement with the Sweepstakes and adherence to this Official rules s/he may discover facts or incur or suffer claims which were unknown or unsuspected at the time agreeing to these Official Rules, and which if known by her/him at that time may have materially affected his/her decision to participate in the Sweepstakes. Such Contestants acknowledge and agree that by reason of these Official Rules, and the release contained in the preceding subsections, s/he is assuming any risk of such unknown facts and such unknown and unsuspected claims. Such Contestants acknowledge that they have read these Official Rules and, as such, hereby have been advised of the existence of Section 1542 of the California Civil Code, which provides:

**“A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”**

Notwithstanding such provisions, this release shall constitute a full release in accordance with its terms. Such Contestants knowingly and voluntarily waive any statute, law, or rule of similar effect, and acknowledge and agree that this waiver is an essential and material term of this release, and without such waiver s/he would not have been permitted to participate in the Sweepstakes or compete for or receive a prize. Such Contestants acknowledge and understand the significance and consequence of this release and of this specific waiver of such laws.

9. **Publicity Release/Privacy.** By participating in the Sweepstakes, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any Contestant in connection with the Sweepstakes, the winner irrevocably grants the Patrons and their respective successors, assigns and licensees, the right to use such winner's name, likeness and biographical information, in any and all media for any purpose, including without limitation, advertising and promotional purposes as well as in, on or in connection with the Website or the Sweepstakes or other promotions conducted by Sponsor, and each such Contestant hereby releases Sponsor and Patrons from any liability with respect thereto. Except as otherwise stated in these Official Rules, personal informa-

tion collected in connection with this Sweepstakes will be used in accordance with the privacy policy found on the Website and with the consent given by an Contestant at the time of entry. Any communication or information transmitted to Sponsor and/or the Website by electronic mail or otherwise is and will be treated as non-confidential and nonproprietary. IF YOU DO NOT WANT YOUR PERSONAL INFORMATION USED IN THE MANNER DESCRIBE HEREIN, DO NOT ENTER THIS SWEEPSTAKES.

10. **Further Documentation.** If Sponsor shall desire to secure additional assignments, certificates or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of these Official Rules and the Sweepstakes, then each Contestant agrees to promptly sign and deliver to Sponsor the same upon Sponsor's request therefor.

11. **Winner's Disclosure.** For the name of the winner, available at the conclusion of the Sweepstakes, visit the Website or, to obtain the name of the Sweepstakes Winner after September 1, 2009, send a self-addressed, stamped envelope marked "Westfield Sweepstakes Winner" by September 2, to the following address:

Westfield Garden State Plaza  
Attn: Contest Services  
One Garden State Plaza  
Paramus, NJ 07621

12. **Administrator and Sponsor.** The administrator and sponsor of this Sweepstakes is The Westfield Group, 11th Floor, 11601 Wilshire Boulevard, Los Angeles, California 90025.

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