

OFFICIAL RULES

NO PURCHASE NECESSARY

ELIGIBILITY: The Gifts + Glam 2015 Winter Style Instagram Contest (**the “Contest”**) is open to legal residents of Massachusetts who are 18 years of age and older and who are physically located and reside in the state of Massachusetts at time of entry (“Eligible Participant”). Void in Puerto Rico and where prohibited. Employees, directors and officers, and their immediate families (spouse, parents, children, siblings, and their respective spouses), and their respective household members (whether related or not), of **The Shops at Prudential Center (“Sponsor”)**, its affiliates, subsidiaries, and divisions advertising and promotion agencies and prize partners are not eligible to enter. Contest is subject to all applicable federal, state, and local laws. US law governs this Contest.

CONTEST TIMING: The Contest begins at 5:00 PM Eastern Time (ET) on December 3, 2015 and ends 11:59:59 PM ET on December 3, 2015 (the “Contest Period”)

CONTEST DESCRIPTION: The Contest invites Eligible Participants to submit a photograph of themselves at the Gifts + Glam event to be considered. The winner will be notified on or about December 4, 2015, in accordance with the terms set forth in Section 7 below.

HOW TO ENTER: To enter the Contest, Eligible Participants must go follow The Shops at Prudential Center on Instagram www.instagram.com/shopsatprucntr (the “Instagram”) and tag a photo on Instagram with the hashtag #GiftsandGlam (you must have a public Instagram account to enter this contest via Instagram). Note: Entry photo must include an image of the user participating in the event. Eligible Participant’s Entry must be in the English language. Photos must be of good quality and clearly depict the Contest Theme. All components of each entry must be submitted online in accordance with these Official Rules and received by 11:59:59 PM ET on December 3, 2015 in order to be eligible. Only one entry per user will be considered. Each Entry must be unique in content. Subsequent entries submitted by an entrant depicting the same image are void. By submitting a photograph, you acknowledge that you have read and agree to the official rules.

The Entry must be in keeping with the Sponsor’s image, and may not be offensive, nor can it defame, or invade upon the publicity rights or privacy of any

person or otherwise infringe upon any person or entity's intellectual property, personal or proprietary rights, as determined by Sponsor and the Contest judges in their sole discretion. Photo must be of good quality, unpublished and may not have previously won any prize or award. Each Contest entrant must either (i) be the sole and exclusive owner of all rights (including, without limitation, all intellectual property rights) in and to all content and elements incorporated into or used in the Entry; or (ii) have the express written permission to use such content and elements from the owner(s) of the rights to such content and elements. Any entrant whose Entry includes likenesses of third parties or contains content or elements not owned by the entrant (such as, but not limited to proprietary names, trademarks, or logos) must be able to provide written legal releases (in a form that is satisfactory to Sponsor and the judges) that permit the entrant to use and exploit such content and elements in the manner used and exploited and that permit Sponsor's right to use and exploit the content and materials in accordance with these Official Rules ("IP Releases") before eligible to be declared a Finalist.

By submitting a photograph, a participant hereby acknowledges that they own or have secured all rights to use, publish and copyright the Photograph. Photographs may not be produced by professional photographers and must be of good quality, unpublished and may not have won any prize or award and must be owned by the entrant. Modifying, enhancing, retouching or altering any photographs provided in connection with this Contest in any way may disqualify the Entry, at the sole discretion of the Sponsor. An entrant may be required to provide a release to the Sponsor for the submitted Photograph, at the Sponsor's sole discretion. If a photograph is taken by another party (Photographer), Contest entrant must receive permission from the Photographer to submit the selected photograph in the contest. Regarding minors included in an entrant's Entry, entrant must gain consent from parent/legal guardian of the minor depicted, in the event that the entrant is not him/herself the depicted minor's guardian. In the event an entrant's Entry is selected as a Finalist, the entrant must provide a legal release from the parent/legal guardian of the minor depicted in the Entry.

Contest entrants may use the Sponsor's name in their Entry in a descriptive manner. Use of Sponsor's logo or any intellectual property owned by Sponsor in Entry is prohibited.

SPONSOR RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO REMOVE ANY ENTRY POSTED TO THE WEBSITE THAT THE SPONSOR

FEELS IS INAPPROPRIATE, OBJECTIONABLE AND/OR INCONSISTENT WITH THE POSITIVE IMAGE AND/OR GOOD WILL IT WISHES TO PROMOTE IN THIS SWEEPSTAKES. IF ENTRY IS REMOVED FROM THE WEBSITE BY SPONSOR, ENTRY IS AUTOMATICALLY DISQUALIFIED.

ALL ELIGIBLE PARTICIPANTS ACKNOWLEDGE AND AGREE THAT ALL ENTRY MATERIALS SUBMITTED IN CONNECTION WITH THIS CONTEST ARE SUBMITTED ON A NON-CONFIDENTIAL AND NON-PROPRIETARY BASIS AND MAY BE USED BY SPONSOR, ITS AGENTS AND SUBSIDIARIES, FOR ADVERTISING AND PROMOTIONAL PURPOSES INCLUDING (BUT NOT LIMITED TO) IN CONNECTION WITH THE ONLINE COMMUNITY VOTING SITE DESCRIBED BELOW.

Incomplete Entries or Entries not complying with these Official Rules are subject to disqualification. Entries that have been generated by a script, macro, bot or any other automated means will be deemed void. Sponsor is not responsible for late, lost, incomplete, illegible, damaged, or misdirected Entries. Sponsor's decisions are final on all matters relating to this Contest. If a dispute results as to the identity of an online entrant, it will be determined that the Entry was submitted by the authorized account holder of the email address from which the Entry is made. For these purposes, the authorized account holder is the natural person assigned to an e-mail address by an Internet access provider, on-line service provider or other organization responsible for assigning email addresses or the domain associated with the submitted email address.

Photographs shall not have been taken (in whole or in part) by, nor shall they include, individuals who are: 1) represented under a contract (e.g., by a talent agent or manager) that would limit or impair Sponsor's ability to display the photograph as permitted by these Official Rules; 2) subject to a contract that would make such individual's appearance in the photograph a violation of any third-party rights; or 3) under any other contractual relationship, including but not limited to guild and/or union memberships, that may prevent Sponsor from being able to use the photograph worldwide in all media in perpetuity on a royalty-free basis, without payment or fee obligations.

WINNER DETERMINATION & NOTIFICATION: The winner will be selected by a committee of judges made up of employees of The Shops at Prudential Center. The winner is at the sole discretion of the judges. The potential Grand Prize winner will be notified on or about December 3, 2015, via a message on

Instagram. Grand Prize winner will be required to respond within 48 hours. Failure to do so will result in an alternate winner being selected.
PRIZES: One (1) Grand Prize: The Shops at Prudential Prize pack valued at \$500.

All taxes and any other costs not specifically stated within these Official Rules are the sole responsibility of the winner. Prize may not be transferred, substituted or redeemed for cash, except at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value if advertised prize is unavailable at the time the prize is awarded. If winner is deemed a minor in his/her state or place of residence, prize will be awarded in the name of a parent or legal guardian. Allow 6-8 weeks for delivery/booking of prizes.

GRANT OF LICENSE: By entering the Contest, entrants grant Sponsor, its agents, subsidiaries and affiliates (the "Licensees") a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to exercise the copyright, publicity, database rights and any other rights entrant has in the Entry, in any media now known or hereafter devised (including without limitation, the internet), without any compensation. Further, by entering the Contest, entrant grants Licensees the additional license to modify, adapt, translate, create derivative works from, and distribute the Entry (with the understanding that Licensees are under no obligation to do so), or incorporate the Entry into any form, medium or technology, including the right, at each Licensee's sole discretion, to publish the Entry and to use the Entry for advertising and promotional purposes. Licensees shall not be required to designate entrant as the creator or author of Entry that is distributed or otherwise exploited by Licensees, or include any references to entrant on, or in connection with, any Entry that is distributed or otherwise exploited by Licensees.

By submitting a Contest Entry, Contest entrant acknowledges and agrees that Sponsor may obtain many Contest Entries in connection with this Contest and/or other contests staged and/or promoted by the Sponsor, and that such Contest Entries may be similar or identical in theme, idea, format or other respects to other Contest Entries submitted in connection with this Contest and/or other contests sponsored by the Sponsor or submitted for other reasons or other

materials developed by the Sponsor. Entrant waives any and all claims entrant may have had, may have, and/or may have in the future, that any Contest Entry and/or other works accepted, reviewed and/or used by the entrant may be similar to his/her Contest Entry, or that any compensation is due to entrant in connection with such Contest Entry or other works used by Sponsor. By submitting a Contest Entry, entrant hereby grants permission for the Contest Entry to be posted on www.prudentialcenter.com or other websites Contest Entrant agrees that Released Parties are not responsible for any unauthorized use of Contest Entries by third parties. Released Parties do not guarantee the posting of any Contest Entry.

REPRESENTATIONS AND WARRANTIES: Each entrant represents and warrants that: 1) he/she is the original author and creator of the Entry and that the Entry complies with these Official Rules; 2) the Entry is original, has not been previously published and has not previously won any award or Contest; 3) the Entry does not and will not infringe any third party's copyright, patent, trademark, trade secret or other intellectual property or proprietary rights or rights of publicity or privacy; 4) that the Entry is not the subject of any actual or threatened litigation or claim; 5) the Entry is not obscene, offensive, libelous, pornographic, threatening, abusive, contain illegal content, or otherwise objectionable; 6) the Entry does not encourage a criminal offense or otherwise give rise to liability or violate any law; 7) the Entry does not display any logos or trademarks not owned by the Entrant; 8) the Entry does not include any disparaging remarks relating to the Sponsor or any 3rd Party. Entrant acknowledges that nothing herein shall constitute an employment, joint venture, or partnership relationship between entrant and Sponsor. In no way is entrant to be construed as the agent or to be acting as the agent of Sponsor in any respect.

13. ADDITIONAL CONDITIONS OF PARTICIPATION: By entering, entrants (their parents/legal guardians if applicable) agree to be bound by these Official Rules including all eligibility requirements. Sponsor will collect information from the entrant solely for the purpose of administering the Contest and to notify the winner. Sponsor will not share this information with any third parties, except as necessary for the administration of the Contest. Sponsor's use of information submitted by entrants in connection with this Contest will be subject to the terms and conditions stated in these Official Rules available at <http://bit.ly/giftsglam>. Entries that have been generated by a script, macro, bot or any other automated means will be deemed void. By accepting a prize, Winner(s) (their parents/legal guardians if applicable) consent to the use of their name, images, likenesses,

photo, voices, entry submissions and biographical materials for advertising, publicity, and promotional purposes by Sponsor, or a party designated by the Sponsor, including but not limited to, any online announcements, without additional notice or compensation, except where prohibited by Sponsor's Privacy Policy or by law. All materials submitted in connection with the Contest will not be returned. Entrants agree to abide by the terms of these Official Rules and the decisions of the judges and Sponsor, which are final, and waive any right to claim ambiguity in these Official Rules. Entrants agree that any and all disputes shall be governed by the laws of the Commonwealth of Massachusetts.

14. LIMITATION OF LIABILITY: ENTRANTS HEREBY AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS BOSTON PROPERTIES PRUDENTIAL CENTER, LLC AND EACH OF ITS AFFILIATES, SUBSIDIARIES, DIVISIONS, ADVERTISING AND PROMOTION AGENCIES, EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS AND PRIZE PARTNERS, INCLUDING ACQUISITION LLC (COLLECTIVELY, THE "RELEASEES"), FROM ANY CLAIMS, ACTIONS, INJURY, LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH, RESULTING FROM PARTICIPATING IN THIS CONTEST, OR FROM THE ACCEPTANCE, POSSESSION, OR USE OR MISUSE OF ANY PRIZE AWARDED OR PARTICIPATION IN ANY PRIZE-RELATED ACTIVITY. THIS LIMITATION OF LIABILITY IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING (WITHOUT LIMITATION) COMPENSATORY, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES; LOSS OF DATA, INCOME, OR PROFIT; LOSS OF DAMAGE TO PROPERTY; AND CLAIMS OF THIRD PARTIES. PARTICIPANTS AGREE THAT SPONSOR HAS NOT MADE NOR IS IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, STATUTORY, EXPRESS OR IMPLIED (INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE), IN FACT OR IN LAW, RELATIVE TO THE CONTEST OR ANY PRIZES AWARDED HEREIN. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SPONSOR DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO SPONSOR'S WEBSITE AND SPONSOR SHALL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS RELATED THERETO. Releasees are not responsible for lost, late, illegible, damaged or stolen entries or submissions, or problems of any kind, whether mechanical, human or electronic. Releasees are not responsible for technical,

hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, inability to access a website or submit an Entry, vote, fraud, incomplete, garbled, or delayed computer transmissions or inaccurate transcription of entry information, whether caused by the Sponsor, users or by any of the equipment or programming associated with or utilized in this Contest or by any technical or human error which may occur in the processing of submissions which may damage a user's system or limit a participant's ability to participate in the Contest. Entry materials or votes that have been tampered with or altered are void. Sponsor reserves the right, in its sole discretion, to cancel or suspend part or all of this Contest at any time without notice, if in the judges' opinion there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness or integrity and proper play of the Contest. In such event, Sponsor may void any entries they suspect are at issue and award prizes from among all eligible entries/votes received up to the date of cancellation. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY ONLINE SERVICE RELATED TO THIS CONTEST OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. Sponsor reserves the right to disqualify entrants who violate the rules or interfere with this Contest in any manner. If an entrant is disqualified, Sponsor reserves the right to terminate that entrant's eligibility to participate in the Contest. Any attempts by an individual to access any website associated with this competition via a bot script or other brute force attack or any other unauthorized means will result in the IP address becoming ineligible. Use of automated entry devices or programs is prohibited.

15. DISPUTES: Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Massachusetts, or any

other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts.

16. SPONSOR: The Sponsor of this Contest is The Shops at the Prudential Center, 800 Boylston Street, Suite 1900 □ Boston, MA, 02199-8103

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