

MOA 29TH BIRTHDAY CAKE SMASH SWEEPSTAKES OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Only legal residents of the 50 United States and the District of Columbia who are 18 years of age or older at the time of entry (residents of Alabama, and Nebraska must be 19 years of age, residents of Mississippi must be 21 years of age) are eligible to enter the MOA 29TH Cake Smash Sweepstakes ("Sweepstakes"). **Void where prohibited** and subject to all applicable laws and regulations. Sponsor(s) (as defined below), Sponsor'(s) parent, subsidiary and affiliate entities and their respective officers, directors, agents, and employees, as well as the immediate family (spouse, parents, siblings and children) and household members (whether or not related) of each such Sponsor, Facebook, Instagram, Twitter and each of their respective parents, affiliates, subsidiaries and advertising and promotion agencies are not eligible to enter or win. Entrants must fulfill all requirements set forth in the Official Rules and abide by all decisions of the Sponsor(s) and/or Administrator in order to be eligible for a prize.

2. How to Enter: By entering the Sweepstakes in accordance with these Rules, you represent that you have complied with the submission guidelines and content restrictions as specified on the Website. Entries are limited to one per person per email address. All entries will be deemed to have been made by the authorized account holder for the submitted email address.

Website Entry: Eligible individuals may enter the Sweepstakes by visiting <https://kdwb.iheart.com/promotions/> (the "Website") and following the links and instructions for the Sweepstakes. By completing the entry form in accordance with the instructions on the Website, you represent that you have complied with the submission guidelines and content restrictions as specified on the Website. Entries are limited to one per person per email address. All entries will be deemed to have been made by the authorized account holder for the submitted email address.

- 29 entrants will be chosen during Online Giveaway with on-air liners between 8/4/21 – 8/9/21.

The 29 potential winners must be available to attend the Prize distribution at Mall of America TCF Rotunda on Wednesday, August 11, 2021 from 1:00pm – 3:00pm. All 29 potential winners will choose a number from a 'hat' to determine their cake out of 29 cakes. Participants will then dig for a number in their cake. The number will determine the order they that they will pick a present on stage.

Alternate Potential Prize Winners: In the event a potential prize winner fails to arrive at the Mall of America TCF Rotunda by 1:00pm on August 11, 2021, then Sponsor will have the right to choose alternate potential Prize winners through randomized methods on August 11, 2021.

3. Sweepstakes Period: The Sweepstakes Period begins on Wednesday, August 4, 2021 at 1:00 p.m. Central Time ("CT") and ends on Wednesday, August 11, 2021 at 3:00PM CT (the "Entry Submission Deadline"). Entries received after the Entry Submission Deadline or outside the Sweepstakes Period are void. **All entries must be received by Sponsor(s) on or before Entry Submission Deadline** as determined by Sponsor'(s) clock. This Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Facebook, Twitter or Instagram. By entering, you understand that you are providing your information to Sponsor(s) and not Facebook, Twitter or Instagram.

4. Odds of Winning: Odds of winning depend on the total combined number of eligible entries received. The potential winner will be chosen in a random drawing to take place on or about Wednesday, August 11, 2021 and will be conducted using randomization methods selected by the Sponsor in his/her sole discretion. Eligible individuals may only win one time during the Sweepstakes Period and may not have won a Prize from Mall of America or Nickelodeon Universe within the past ninety (90) days.

5. Winner Notification/Requirements: Each potential Prize winner will be notified via email on or before noon on August 10, 2021. Any potential Prize winner may be required to sign and return to Sponsor(s), on August 11, 2021, an Affidavit of Eligibility, General Release & Waiver, and/or Publicity Release ("Release(s)") in the form or forms provided by Sponsor(s) (where and to the extent legally permissible) in order to claim the Prize. A Prize must be claimed on August 11, 2021, or the Prize will be forfeited. If a

potential Prize winner cannot be contacted, fails to sign and return the applicable Releases within the required time period noted above, or fails to comply with any requirement contained herein, the potential Prize winner may be disqualified and will forfeit the Prize, and the Sponsor(s) will select an alternate winner. If, after selection of three (3) consecutive alternate potential winners, no alternate winner qualifies to receive the Prize, then the Prize will remain un-awarded.

6. Prize(s) and Donor(s): Grand Prize: One (1) \$1,000.00 MOA Gift Card, Five (5) x \$500.00 MOA Gift Cards, eight (8) x \$350.00 value prizes, nine (9) x \$250.00 value prizes, six (6) x \$100.00 value prizes (each, a "Prize"). The approximate retail value of the Prizes range from \$110.00 - \$1,000.00 ("Approximate Retail Value"). Winner will not receive difference between actual and Approximate Retail Value. Sponsor(s) make(s) no warranties concerning any component of a Prize that is not provided directly by Sponsor(s). Prize is non-transferable and not redeemable for cash, and no substitution will be made unless Sponsor(s), in its sole discretion, determines otherwise. Sponsor(s) reserves the right to substitute a Prize for one of equal or greater value, including cash, in Sponsor'(s) sole discretion, if a Prize should become unavailable for any reason. Winner is solely responsible for reporting and paying any and all applicable federal, state and local taxes, and for any and all other costs, assessments, expenses, and fees associated with Prize award, receipt and use. If a Prize allows the winner to share the Prize with guests, Sponsor(s) may require each of the winner's guests to sign and return a Release, as a condition for use of any component of the Prize. Prize elements may not be separated. The Grand Prize Winner will receive an IRS Form 1099 reflecting the value of the prize.

7. Agreement to Official Rules: By participating in the Sweepstakes, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor(s) and/or Administrator (including but not limited to decisions regarding eligibility of entries, the selection of entrants and winners, and the awarding of prizes), which are final and binding in all matters related to the Sweepstakes. Sponsor'(s) failure to enforce any term of these Official Rules shall not constitute a waiver of that term or any other term 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 Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision were eliminated from the rules.

8. Release: By receipt of any Prize, Winner (or their Parent/Guardian in the case of minors) agrees to release and hold harmless Sponsor(s) and its parent, affiliate, subsidiary entities, its merchants, and their respective agents, employees, suppliers, and advertising/promotional and judging agencies, KDWB, iHeart Radio, Pepsi Beverages Company, Pepsi-Cola Company and its bottlers, PepsiCo, Inc. (the "Sponsor Group") Facebook, and each of their respective parents, affiliates, subsidiaries, from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize. Except where prohibited by law, winners consent and agree to the use of their names, city and state/country, photographs, likeness, submission(s), statements, video, and voices for broadcast, marketing and promotional purposes in all forms of media (including, without limitation, online) on a worldwide basis by Sponsor(s) and its promotional agencies, Sweepstakes partners, designees, successors and assigns, before, during and after the Sweepstakes, without compensation or right of review, attribution, or notice, in perpetuity.

9. General Conditions: Sponsor(s) reserves the right, in its sole discretion, to terminate, modify or suspend the Sweepstakes if, in Sponsor'(s) opinion, there is any suspected or actual evidence of fraud, tampering, unauthorized intervention, technical difficulties or failures, or any other factor beyond Sponsor'(s) reasonable control that may affect or impair the administration, security, fairness or integrity, or proper functioning of the Sweepstakes. In the event there is more than one Sponsor and the Sponsors) are in disagreement over a modification, suspension, or termination of the Sweepstakes, then MOAC Mall Holdings LLC shall have the final decision with respect to any modification, suspension, or termination of the Sweepstakes. Sponsor(s), in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or acting in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and/or civil law, and, should such an attempt be made, Sponsor(s) reserves the right to prosecute and/or seek damages from any such person to the fullest extent permitted by law. Sponsor'(s) failure to enforce any

provision of these Official Rules shall not constitute a waiver of that provision. Sponsor(s) is not responsible for illegible, misdirected, misprinted, late, or lost entries, submissions or Prize notifications; or for interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties, or other errors of any kind or nature; or for the incorrect, incomplete, or failure to capture any information. No mechanically reproduced, illegible, incomplete, forged, automated and/or repetitive electronic submission of entries (including but not limited to entries made using any script, macro, bot or Game service), software-generated or otherwise multiple entries will be accepted. If any dispute regarding identity of any winner cannot be resolved to Sponsor'(s) satisfaction, that entrant/potential winner will be disqualified.

10. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the Federal District Court of Hennepin County, Minnesota; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

11. Governing Law: The Sweepstakes is governed by the laws of the State of Minnesota, without regard to any choice of law provisions. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor(s) in connection with the Sweepstakes and/or any Prize, shall be governed by, and construed in accordance with, the laws of the State of Minnesota without giving effect to any choice of law or conflict of law rules (whether of the State of Minnesota or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Minnesota.

12. Entrant's Personal Information: All personal information collected from entrant is subject to the Sponsor(s) Privacy Policy (as set forth on the Website) except to the extent waived by a winner through agreement to a Publicity Release.

13. Sponsor(s) and Administrator: The Sweepstakes is sponsored and administered by MOAC Mall Holdings LLC, doing business as Mall of America, ("Sponsor(s)" and "Administrator"), 2131 Lindau Lane, suite 500 Bloomington, MN 55425.

14. Winners List/Official Rules: For a complete list of the Prize Winners or Official Sweepstakes Rules, send a self-addressed, stamped envelope to: Mall of America, Attn: Event Department, 2131 Lindau Lane, Suite 500, Bloomington, MN 55425. All such requests must be received within six (6) weeks after the end of the Sweepstakes. All questions regarding the Sweepstakes can be referred to the Events Department, Mall of America Event Department at Events@moa.net