

**ULTIMATE BIRTHDAY PARTY AT NICKELODEON UNIVERSE®**  
**OFFICIAL RULES**

**1. NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**2. Eligibility:** Only legal residents of the 50 United States and the District of Columbia who are between the ages of 6 and 18 at the time of registration are eligible to enter the Ultimate Birthday Party (“Contest”). Guests who are between the ages of 6 and 13 years of age must have the written permission of a parent or legal guardian (“Parent/Guardian”) to participate in the contest if applying on-line. Guests who are between the ages of 6 and 17 years of age must have the written permission of a parent or legal guardian (“Parent/Guardian”) to participate in the contest if applying by mail. **Void where prohibited or restricted by law.** The Contest is subject to all applicable federal, state, and local laws and regulations. Sponsor (as defined below), Sponsor’s parent, subsidiary and affiliate entities and their respective officers, directors, and employees, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee, are not eligible. Contestants must fulfill all requirements set forth in the Official Rules and abide by all decisions of the Sponsor and/or Administrator in order to be eligible for a prize.

**3. Sponsor and Administrator:** The Contest is sponsored by MOAC Mall Holdings LLC, doing business as Mall of America, (“Sponsor”), 60 East Broadway, Bloomington, MN 55425. The Contest is administered by MOA Entertainment Company LLC, (“Administrator”), 5000 Center Court, Bloomington, MN 55425.

**4. Agreement to Official Rules:** By participating in the Contest, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor 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 Contest. Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Contest 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 the administration, security, fairness or integrity, or proper conduct of the Contest. 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 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.

**5. How to Enter:** Eligible individuals (“Contestants”) may enter the Contest by visiting [www.nickelodeonuniverse.com](http://www.nickelodeonuniverse.com) (the “Website”) and following the links and instructions for the Contest. By sending an email message in accordance with the instructions on the Website, the Contestant represents that he/she has complied with the submission guidelines and content restrictions as specified on the Website. Entries are limited to one per person and email address. All entries will be deemed to have been made by the authorized account holder for the submitted email address. Submitting mass entries or entries generated by a script, macro or use of automated devices is prohibited and will result in disqualification.

Eligible individuals can also enter the Contest by mailing an entry form and Submission (as defined below) with his/her full name, address, city, state, zip code, and phone number to Ultimate Birthday Party, Attn: Park Marketing, 5000 Center Court, Bloomington, MN 55425. False or deceptive entries or acts, as determined by Sponsor, will render the entrant ineligible. All entries become the exclusive property of Sponsor, and none will be acknowledged or returned. Sponsor assumes no responsibility for lost, late or misdirected entries or for human error or technical malfunctions that may occur. Entries are limited to one per person and postal address. Any attempts by the same individual or residents at the same postal address to submit multiple entries will be disqualified.

**Contest Submission:** Eligible individuals must submit an essay with 250 words or less about why you deserve to win the Ultimate Nickelodeon Universe® Birthday Party (the “Submission”) that meets the

following requirements: (i) the Submission must be an original work created solely by the Contestant; (ii) the Submission must be attached (iii) the Submission must not violate any copyright, trademark or other intellectual property laws or rights of any third party, and must be accompanied by a talent or other appropriate release from anyone appearing in the Submission; (iv) the Contestant must own all rights to the Submission, including but not limited to copyright, trademark and publicity rights; and (v) the Submission must accompany a properly completed entry or registration form. Only those entries and Submissions meeting all the requirements will be eligible for judging.

Submissions will be judged on the following criteria: creativity; how well the Submission reflects the theme and meets other specified requirements; writing skills, including spelling, grammar, punctuation, composition and readability; The judge(s) will be qualified in the marketing and PR field (the "Judge(s)").

All costs of materials, creation and entry of the Submission are the responsibility of the Contestant. Any entry or Submission that, in the opinion of the Sponsor or Judge(s), is incomplete, unreadable, illegible, or offensive will be disqualified.

**All entries and Submissions must be received by Sponsor on or before Monday, August 31, 2009. Winner(s) will be selected by Thursday, October 1, 2009.**

**6. Entry Period:** The Contest begins on Monday, June 1 at 6:00am Central Time ("CT") and ends on Monday, August 31, 2009 at 6:00am CT (the "Contest Period"). Entries received after the entry submission deadline or outside the Contest Period are void.

**7. Winner Notification/Requirements:** Each potential Prize winner will be notified by email, mail or phone by Thursday, October 1, 2009. Any potential Prize winner will be required to sign and return to Sponsor, within ten (10) days of the date notice or attempted notice is sent, an Affidavit of Eligibility, General Release & Waiver, and Publicity Release in the form or forms provided by Sponsor (where and to the extent legally permissible) in order to claim the Prize. A Prize must be claimed within twenty-one (21) days of the initial Prize notification to the potential winner, or the Prize will be forfeited. If a potential Prize winner cannot be contacted, or fails to sign and return the applicable Affidavit of Eligibility, General Release & Waiver, and/or Publicity Release within the required time period noted above, the potential Prize winner will be disqualified and forfeits the Prize. If not disqualified, the potential Prize winner must continue to comply with all terms and conditions of these Official Rules, and winning and awarding of the Prize is contingent upon fulfilling all requirements. Failure to comply with these requirements, return of prize notification or Prize as undeliverable, or disqualification of any potential winner for any reason will result in forfeiture of Prize, and the Judge(s) will select an alternate winner based upon the contest rules. 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.

If any potential Prize winner is a minor in his/her state of residence, as a condition to receipt of a Prize, the minor's Parent/Guardian must sign and timely submit the required Affidavit of Eligibility, General Release & Waiver and, where permitted by law, Publicity Release on behalf of the minor, and the Parent/Guardian shall also sign the General Release & Waiver and be personally legally bound by such General Release & Waiver. In Sponsor's sole discretion, the Prize may be awarded to the minor's Parent/Guardian rather than the minor, which Parent/Guardian shall then sign all required documents and assume all the responsibilities of the Prize winner.

**8. Prize(s) and Donor(s):** The Ultimate Birthday Party winner will receive three hours of exclusive time at Nickelodeon Universe for a group of 100 total guests including rides, character appearances and birthday cake – total value of approximately \$12,000.00. Party will be on a Sunday night from 7-9pm, date to be decided upon by Administrator. Winner will not receive difference between actual and approximate retail value. Sponsor makes no warranties concerning any component of a Prize that is not provided directly by Sponsor. Prize is non-transferable and not redeemable for cash, and no substitution will be made unless Sponsor, in its sole discretion, determines otherwise. Sponsor 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 may require each of the winner's guests to sign and return a General Release & Waiver

and Publicity Release, as a condition for use of any component of the Prize. If a guest is a minor in his/her state of residency, the minor's parent or legal guardian must verify and confirm his/her agreement to the General Release & Waiver and Publicity Release in order to participate in the use of any component of the Prize.

**9. Release/Publicity Consent:** As a condition to receipt of a Prize, winner agrees to sign a General Release & Waiver releasing Sponsor and its parent, affiliate, subsidiary entities, its merchants, and their respective agents, employees, suppliers, and advertising/promotional and judging agencies (the "Sponsor Group") from any and all liability whatsoever for injuries, damages or losses to persons and/or property which may be sustained in connection with the Contest or the Prize. If a Prize winner is a minor in his/her state of residence, the Prize may be awarded in the name of the parent or legal guardian (in the sole discretion of Sponsor), and such Parent/Guardian will be required to fulfill all eligibility and other requirements necessary, as determined by Sponsor, to claim the Prize. As a condition to receipt of any Prize, winners (or their Parent/Guardian in the case of minors) may be required to sign affidavits/disclaimers and tax forms, and winners (or Parent/Guardian in the case of minors) are responsible for any and all costs, taxes, assessments, expenses, and fees associated with the Contest and Prize award, receipt and use. Except where prohibited by law, winners consent and agree to the use of their names, city and state/country, photographs or other likeness, Submission, statements, video, and voices for broadcast, marketing and promotional purposes in any media (including, without limitation, online) by Sponsor and its promotional agencies, Contest partners, designees, successors and assigns, before, during and after the Contest, without compensation or right of review, attribution, or notice, in perpetuity. Winners (or their Parent/Guardian in the case of minors) may be required by Sponsor to sign a Publicity Release (where not prohibited by law) regarding such consent as a condition to receipt of a Prize.

**10. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failure, computer virus, tampering, unauthorized intervention, or any other factor beyond Sponsor's control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor, 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 Contest 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 Contest may be a violation of criminal and/or civil law, and, should such an attempt be made, Sponsor 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 is not responsible for incomplete, illegible, misdirected, misprinted, late, or lost entries, Submissions, or Prize notifications; or for lost, 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 or incomplete capture of information, or the failure to capture any information. No mechanically reproduced, illegible, incomplete, forged, 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.

**11. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest 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.

**12. Governing Law:** The Contest 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 in connection with the Contest 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.

**13. Entrant's Personal Information:** All personal information collected from entrant is subject to the Sponsor's Privacy Policy except to the extent waived by a winner through agreement to a Publicity Release.

**14. WINNERS LIST/OFFICIAL RULES:** For a complete list of winners and/or copies of the Official Contest Rules, send a self-addressed, stamped envelope to: Mall of America, Attn: Park Marketing, 5000 Center Court, Bloomington, MN 55425. All such requests must be received within six (6) weeks after the end of the Contest. These Official Rules will be posted on the Website during the Contest Period. All questions regarding the contest can be referred to Aimee Abentroth, Nickelodeon Universe Marketing at [aabentroth@mallofamerica.com](mailto:aabentroth@mallofamerica.com).

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