

Midtown Center Answers Your Winter Wardrobe Wishes!

OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE DOES NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED BY LAW.

Description of Sweepstakes

Midtown Center Answers Your Winter Wardrobe Wishes! ("Sweepstakes") will begin at 12:00 a.m. CST on Monday, November 23, 2009 and end at 11:59 PM CST on Sunday, December 20, 2009 ("Sweepstakes Period"). By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and with the decisions of Inland US Management LLC, (the "Sponsor"), whose decisions shall be final and binding in all respects.

Prizes

Ten (10) grand prizes ("Prizes") are available. The Prizes will be awarded in the form of a \$250 gift card to the Midtown Center retailer selected by the entrant on their entry form. In-store and on-line entries are eligible for the grand prizes.

Five (5) weekly prizes (20 total) of \$25 gift cards for Midtown Center Restaurants will be awarded. Weekly prize winners will be chosen from on-line entries only.

How to Enter Sweepstakes

No purchase is necessary to enter the contest. Sweepstakes is open to legal residents of Wisconsin who are 18 years of age or older at the time of entry. You can enter the contest in either or both of the following ways:

(1) Enter at a participating Midtown Center store by completing an entry form and placing it in the entry collection box. Limited to one entry per person per store visit. No mechanical reproductions permitted for any in-store entries; incomplete and/or illegible entries are not eligible. Entrants must provide valid and accurate contact information on the entry form. Participating stores are Bare Feet Shoes, Best Price Fashions, Casual Male XL, Dots, Fashion Bug, Rainbow and Simply Fashion.

(2) To enter online, visit www.ShopMidtownCenter.com, click on the icon on the home page, follow all of the entry instructions, complete each of the provided survey questions in their entirety and click "Enter". Limited to one on-line entry per day. A valid email address must be provided to enable prize award notification. Use of computer programs or other automatic means to enter the Sweepstakes is prohibited. If you access the Internet from a computer, normal Internet access and usage charges imposed by your on-line service may apply.

Selection of Winners

Entries will be accepted in stores until close of business on December 20, 2009. Online sweepstakes will be closed to registrants 11:59 p.m. CST Sunday, December 20, 2009. For weekly prizes, winners will be selected at random weekly for four (4) consecutive weeks from all eligible entries beginning on November 30, 2009.

For grand prizes, winners will be selected at random on or about December 22, 2009.

Winners will be notified using the contact information provided at the time of entry.

Sponsor is not responsible if any potential winner notification is not received for any reason. Winner will be notified by phone and/or e-mail. If the winner cannot be notified within ten (10) days after the Sweepstakes drawing, the Prize will be forfeited and an alternate winner may be selected by random drawing.

All entries are subject to verification prior to awarding of the Prize. In the event of a dispute about the identity of an entrant using an online method of entry, each entry will be declared made by the authorized account holder of the email address submitted at time of entry. The authorized account holder is defined as the natural person who is assigned to an email address by an Internet Service Provider, online access provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

Odds of winning depend on number of eligible entries received.

Conditions/Restrictions

Entries must be received by Sponsor during the Sweepstakes Period. Sponsor is not responsible for lost, illegible, damaged, or mutilated entries, technical or computer failures, errors or data loss of any kind, lost or unavailable Internet connections, or failed, incomplete, garbled or deleted computer or network transmissions, inability to access any of the Websites or on-line service, or any other error or malfunction, or late, lost, illegible or misdirected entries. Entry materials that are illegible, damaged, mutilated, incomplete, or false or have been tampered with or altered are void. If Sponsor determines, in its sole discretion, that there is any suspected or actual electronic tampering with the Sweepstakes or if technical difficulties compromise the integrity of the Sweepstakes,

Sponsor reserves the right to void the entries at issue and/or modify, suspend, extend or terminate the Sweepstakes and conduct a random drawing to award the Prize among all eligible non-suspect entries received as of the end of the Sweepstakes Period. If, for any reason, the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of Sponsor which corrupt or affect the

administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes. Sponsor reserves the right to disqualify any entrant that tampers with the operation of the Sweepstakes or the Websites or violates the Official Rules of the Sweepstakes.

By use of the Websites to enter the Sweepstakes, entrants agree to the terms of use applicable to such Websites. Except as otherwise stated in these Official Rules, information collected through the Websites in connection with the Sweepstakes will be subject to the Privacy Policy stated on such Websites. All entries become the sole property of the Sponsor and will not be returned.

Sponsor shall have the right to edit, publish, promote and otherwise use entries and the information contained thereon without further permission, notice or compensation.

Employees of the Sponsor and/or any company that is part of The Inland Real Estate Group of Companies, Inc., the owners of the Participating Center, and affiliates, subsidiaries and advertising agencies and their immediate family members or persons living in the same households are ineligible to participate or win.

Prize is non-transferable. There will be no prize substitution or cash redemption, except at Sponsor's sole discretion. If any aspect of the Prize becomes unavailable, Sponsor reserves the right, in its sole discretion, to award a prize of equal or greater value. Sponsor is not responsible for and will not replace any element of the Prize that is lost, destroyed, or stolen.

Taxes

Payment of all federal, state and local taxes is the sole responsibility of the winner and winner may receive an IRS Form 1099 or equivalent from Sponsor.

Release and Limitation of Liability

By participating in the Sweepstakes, winners each agree that his or her name, voice, picture, likeness, biographical information and any statements made relating to the Sweepstakes may be used by Sponsor for any and all commercial purposes in any and all media, whether now known or hereafter developed, without further permission or compensation, including, without limitation, in any advertising or broadcasting material relating to this Sweepstakes, except where prohibited by law. Winners, by acceptance of the Prize, by use of the Prize, each agree to release, indemnify and hold harmless Sponsor, the owners of the Participating Centers, all companies that are part of The Inland Real Estate Group of Companies, Inc., and their respective parent corporations, subsidiaries, affiliates, employees, managers, members, officers, directors, shareholders, agents and subsidiaries, and their respective advertising, promotion and production agencies, from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses to persons and property which may be sustained in connection with the Sweepstakes, the receipt, ownership, or use or misuse of the Prize or while preparing for, participating in, and/or traveling to any Prize-related activity.

General Provisions

The invalidity or enforceability of any provision of these Official 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 illegal provision were not contained herein. Sponsor reserves the right to make changes in the Official Rules which will become effective upon announcement. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. This Sweepstakes is governed by the laws of the State of Wisconsin, and all claims relating to or arising from the Sweepstakes must be resolved in the state and federal courts of Milwaukee County, Wisconsin.

Trademarks

The Midtown Center and Inland name and logo are registered trademarks being used under license. Any unauthorized uses are strictly prohibited.

Official Rules

To obtain a copy of the official rules and/or winner's list, send a stamped, self-addressed envelope by December 31, 2009 to:

Inland US Management LLC
Attention: Midtown Center Winter Wardrobe Sweepstakes Rules
2901 Butterfield Rd.
Oak Brook, IL 60523

Sponsor

Inland US Management LLC, 2901 Butterfield Rd., Oak Brook, IL 60523

Opt-In/Out

By providing your personal information and email address, you agree to future information from the sponsors. To be removed from the mailing list, please write to sponsors at Inland US Management LLC, ATTN: Midtown Center Sweepstakes Opt-Out, 2901 Butterfield Rd., Oak Brook, IL 60523

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