

**[VIP TICKET GIVEAWAY]
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, [and Puerto Rico] [and Canada] [who are 21 years of age or older at time of entry] are eligible to enter the [Name of Sweepstakes] ("Sweepstakes"). **Void where prohibited or restricted by law.** The Sweepstakes 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. Entrants 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 Sweepstakes is sponsored by MOAC Mall Holdings LLC, doing business as Mall of America, ("Sponsor"), 60 East Broadway, Bloomington, MN 55425. [The Sweepstakes is administered by Theatres at Mall of America, ("Administrator"), CANAM THEATRES MOA, LLC, doing business as Theatres at Mall of America 401 South Broadway, Bloomington, MN 55425.

4. 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 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 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 the administration, security, fairness or integrity, or proper conduct of 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 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/Odds of Winning: Eligible individuals may enter the Sweepstakes by visiting [<http://www.theatresmoa.com>] (the "Website") and following the links and instructions for the Sweepstakes. By sending an email message 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 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.

You can also enter the Sweepstakes by mailing in a 3"x5" card with your full name, address, city, state, zip code, phone number and email address to [*Sweepstakes name*], Attn: Business Development, 60 E. Broadway, Bloomington, MN 55425. Mail-in entries will receive the same odds of winning as E-mail entries. 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.

All entries must be received by Sponsor on or before Thursday of each week by 5pm.

Odds of Winning: Odds of winning depend on the number of eligible entries received. The winner will be chosen in a random drawing to take place on or about Friday of each week in Bloomington, MN and will be conducted by an independent judge using randomization methods selected by the judge in his/her sole discretion.

6. Entry Period: The Sweepstakes will run from Friday, January 1, 2010 at 9 a.m. Central Time ("CT") through December 31, 2010 at 5 p.m. CT. The Sweepstakes begins on the Friday of each week at 9am Central Time ("CT") and ends on Thursday of each week at 5pm CT (the "Sweepstakes Period"). Entries received after the entry submission deadline or outside the Sweepstakes Period are void.

7. Winner Notification/Requirements: Each potential Prize winner will be notified by email, mail or phone by Tuesday each week. 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 Sponsor 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.

8. Prize(s) and Donor(s): One complimentary VIP Theatre Ticket will be given away each Friday. Approximate value is \$11.50.

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 Sweepstakes 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 Sweepstakes 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, likeness, [submission(s)], statements, video, and voices for broadcast, marketing and promotional purposes in any media (including, without limitation, online) by Sponsor 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. 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 Sweepstakes, 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 Sweepstakes, 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 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 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 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. 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 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 except to the extent waived by a winner through agreement to a Publicity Release.

13. WINNERS LIST/OFFICIAL RULES: For a complete list of winners and/or copies of the Official Sweepstakes Rules, send a self-addressed, stamped envelope to: Mall of America, Attn: Business Development, 60 E. Broadway, Bloomington, MN 55425. All such requests must be received within six (6) weeks after the end of the Sweepstakes. These Official Rules will be posted on the Website during the Sweepstakes Period. All questions regarding the Sweepstakes can be referred to Katie Wilharm, Mall of America Business Development Department theatres@mallofamerica.com.