

We are glad that you have taken the next step to becoming our Merrier Shopping Expert. We want you to have everything you need to be one of the three finalists and become our national holiday blog ambassador. Plus the Grand Prize is pretty neat too.

So here's the list, check it twice.

✓ **Sample Post**

Typed in English and no more than 500 words, preferably in a Microsoft Word document and double spaced.

✓ **Additional Component Answers**

Answers to the questions below. Complete on a separate document typed in English, preferably in a Microsoft Word document and double spaced. This section is only 10% of your score, but we would like to know a bit more about you.

✓ **Picture**

In .jpg format. Labeled "Last name_first name" Hint-This might be a place you can show some additional creativity.

Please don't forget your name, address, daytime phone number and email address on each item you send.

Entries will be judged by Sponsor's marketing team, based on the following criteria: Gift Giving Savvy (40%), Creativity and Originality (30%), Humor & Entertainment (30%), and Additional Component Points (10%).

Additional Component Points

1. List your three favorite blogs
2. Do you have a blog? If yes, what is the URL?
How many followers do you have?
How many unique hits?
How many years have you been blogging?
3. Are you within a two hour drive of a GGP Mall?
If yes. please name mall.
4. Why do you think you are the Merrier Shopping Expert? (Max 300 words).

Email the above information to MerrierShopping@ggp.com between July, 26, 8am CST and September 10, 2010, 11:59pm CST.

For the official rules, FAQ, and a sample post [click here](#).

Frequently Asked Questions

Q. How do I enter?

A. Visit our website MerrierShopping.com for all the required components to your entry. Required components include a sample blog entry, a picture of yourself in your holiday décor, and answers to the additional component questions (which you can find on the checklist). Email all three parts to MerrierShopping@ggp.com no later than September 10, 2010 at 11:59pm CST.

Q. What needs to be included?

A. Here's the list:

1. A Microsoft Word document with your answers to the extra component questions. Please include your name, address, daytime phone number and email address on the document. You can find the extra component questions at the bottom of the checklist.
2. Your sample post - typed in English and no more than 500 words, preferably in a Microsoft Word document and double spaced. Please include your name, address, daytime phone number and email address on the document.
3. Your picture – in .jpg format and labeled “last name_first name”

Email the above information to merriershopping@ggp.com between July 26, 8am CST and September 10, 2010, 11:59 CST.

Q. My piece has been previously published. Will you consider it?

A. No. All entries must be original pieces of work and not be previously published or featured in another blog.

Q. Do I need to already be an established blogger?

A. Our Merrier Shopping Expert can be a blogger with an established presence or someone new to the blogging world. At GGP we are just looking for someone who can establish an emotional connection with our core shoppers by providing a venue that engages our shoppers with someone just like them.

Q. What are you looking for in my entry?

A. The sky is the limit! All we care about is that it is an original blog about taking the angst out of the holiday season. This entry can involve shopping tips, gift giving ideas, decorating ideas or any other holiday related topic. You will be judged on creativity, demonstration of gift giving savvy, humor and entertainment. Keep the post under 500 words and make sure it's free of grammatical and spelling errors. Include a picture of you - it could show you in your holiday attire, in your craft room wrapping gifts/creating decorations, or in your favorite shopping mode. Email the application to www.merriershopping@ggp.com.

Q. If I win, what is expected of me as a blogger?

A. Our winner will post daily on the Merrier Shopping blog from November 1 – December 31 (Thanksgiving and Christmas included); the daily posts will range from 500 to 1,000 words and at least one picture should be included per post, video is also acceptable. Typically, 80% of the content should be focused on the holiday experience/gifting and 20% of content will be focused on shopping/retail offers.

In addition to the posts, our Merrier Shopping Expert will respond to her/his loyal followers' questions/posts on a daily basis. Of course, if her/his loyal followers get overly-excited, we will be there to help out.

GGP has some ideas of topics we would want our expert to cover, which include: Black Friday shopping, day after Christmas shopping, mall events such as Santa, Pet Night with Santa, etc., and a preview of GGP's upcoming January events.

Q. What will my relationship with GGP be?

A. GGP will occasionally have retailer offers or raffle prizes to include on the blog. Our Merrier Shopping Expert will work with GGP to post the promotions in a fun and interactive way and will collaborate with GGP on topic brainstorming, basic editing and suggested purchases.

Each blog will be submitted to GGP two days prior to posting for review of grammar, spelling and content.

Q. Who is GGP?

A. GGP currently has ownership interest in and management responsibility for more than 200 regional shopping malls in 43 states, as well as ownership in planned community developments and commercial office buildings. GGP's portfolio totals approximately 200 million square feet of retail space and includes more than 24,000 retail stores nationwide. GGP's common stock is traded on the New York Stock Exchange under the symbol GGP.

See the Official Rules below, including eligibility restrictions and judging criteria.

Official Rules –Merrier Shopping Expert Contest

No Purchase Necessary. Visit www.merriershopping.com to view the Checklist and FAQs.

1. TO ENTER: Email your entry to merriershopping@ggp.com between July 26, 2010 8 am CT, and September 10, 2010 11:59 CT. Entries must include the following (collectively, the "Entry"):

- your blog - typed in English and no more than 500 words, preferably in a Microsoft Word document and double spaced ("Written Submission");
- answers to the Additional Component Questions (see Checklist); typed in English and no more than 500 words per answer, preferably in a Microsoft Word document and double spaced.
- your picture – in jpg format and labeled "last name_first name" (we will contact you to obtain a photo if we can't view the image submitted);
- your name, address, daytime phone no., and email address on all of the items above.

Limit one entry per person.

Additional Entry Details: By entering, entrant warrants that the Entry: i) is original and does not infringe the intellectual property (copyright, trademark, patent) rights of any third party; ii) has not been published in any medium or posted on any blog; and iii) has not won an award. Entry cannot defame or invade the rights or privacy of any person, living or deceased, or otherwise infringe upon any third party's personal, proprietary, or intellectual rights and must be consistent with the Sponsor's reputation in the marketplace and must be suitable for audiences of all ages. Entries that exceed specified word limit, are handwritten, or, in the judges' sole discretion, contain excessive grammar or spelling errors, or contain any type of vulgarity or objectionable content will be disqualified. Entries that do not meet the stated criteria, or entries that may technically meet the stated criteria but do not reflect the intent and the spirit of the provisions related to participation, are not eligible.

2. ELIGIBILITY: Open to legal residents of the 50 United States and the District of Columbia, age 21 or older at time of entry. Employees of Sponsor and or General Growth Properties, Inc. ("GGP"), including members of their immediate family (defined as spouse, parent, sibling, child) and/or those living in the same household of each employee, are not eligible. Void where prohibited by law. See *Conditions of Participation* for additional restrictions.

3. JUDGING: Qualified entries will be judged based on the following criteria: Gift Giving Savvy (40%), Creativity and Originality (30%), Humor & Entertainment (30%), and Additional Component Points (10%)

Judges will choose 3 semi-finalists on or around September 17, 2010. Sponsor will notify semi-finalists by phone and email. Due to scheduling, a reply to the email notification must be received by the date provided in the communication. No phone messages will be left. Each semi-finalist:

- will be asked to submit what they would put forward as their first blog post and a list of 10 viable ideas for blog topics (collectively the "Semi-Finalist Submission") which must be received by the Sponsor within 3 days of notification by Sponsor;
- may be required to complete an application and participate in a phone interview;
- may be required to attend a face-to-face interview (Sponsor's expense) possibly at Sponsor's corporate headquarters in Chicago, IL.

Each Semi-Finalist Submission will be judged based on: Gift Giving Savvy (40%), Creativity and Originality (20%), Humor & Entertainment (20%), the score received on the initial Entry (20%).

In the event of a tie at any point in the selection process, tied entries will be re-judged and an additional judge will added, judging criteria will remain the same. This is not a game of chance. Odds of winning depend on the number and quality of entries received.

4. PRIZES:

Semi-Finalists: The two Semi-Finalists who are not awarded the Grand Prize (the "runners-up") will each receive \$250.00 in Shop Etc. gift cards from the Sponsor. Approximate Retail Value ("ARV") \$250.00.

Grand Prize Winner: Judges will award One Grand Prize winner with the following prizes:

- \$1,000 in Shop Etc. gift cards from the Sponsor, ARV \$1,000;
- Kodak zi8 video camera, ARV \$200;
- Travel and accommodations for winner and one guest for a 3 days/2 night stay in Chicago (including airfare, meals and hotel) ARV \$2,900. Getaway to be scheduled between December 1, 2010 – July 20, 2011. Must contact Sponsor to book trip 60 days in advance. Grand Prize Winner can substitute the trip portion of the prize for \$2,000 in Shop Etc. gift cards from Sponsor.

Total ARV of Grand Prize is \$4,100.

The Grand Prize Winner will also be given the opportunity to be the Merrier Shopping Expert ("MSE"). Becoming the MSE is contingent on the Sponsor: i) determining that the Grand Prize Winner can meet the expectations required of the MSE; ii) receiving the required signed documents, including a signed Personal Service Contract ("PSC"); and iii) determining that the blog site can be launched as expected. The MSE could potentially earn \$3,000 (\$50 a day, each day from November 1 through December 31, 2010) provided the MSE provides the blog services as described in the PSC (the "Blog Ambassadorship").

5. AWARDING PRIZES: Prize winners will be chosen on or around Oct 8, 2010.

Acceptance of Semi-Finalist prizes: Judges will award Semi-finalist prizes to the two runners-up. Each of whom must have completed the Semi-Finalist Submission. A signed Affidavit/Release must be received by Sponsor within 5 days of receiving the award documents via email or prize may be forfeited.

Acceptance of Grand Prize & Personal Service Contract: Judges will choose the Grand Prize Winner on or around 9/28/2010, and this person will be required to complete and sign Affidavit of Eligibility and Release and any necessary tax documents within 5 calendar days of receiving the award documents, or Sponsor may declare prize forfeited and another potential Grand Prize Winner/MSE may be chosen based on criteria described.

Sponsor will notify the Grand Prize Winner by phone and/or email and the Grand Prize Winner will be asked to complete an oral affidavit of eligibility, including the recording of his/her social security number. Additional documentation may be required. Due to scheduling, Sponsor must receive signed documents by the date conveyed. Noncompliance with stated time frame or return of any prize/prize notification as undeliverable will result in disqualification without further notification and an alternate finalist may be selected, time permitting. Notwithstanding any of the above, Sponsor's sole obligation is to award the Grand Prize Winner with the Grand Prize as described herein; please note, the Grand Prize includes the opportunity to sign the PSC but not the obligation by Sponsor to award payments associated with the terms for the PSC that are not met by the MSE.

The Grand Prize Winner shall be provided an opportunity to enter into the PSC to perform the services of the MSE. The services and expectations of the MSE include, but are not limited to, the following:

- writing and posting a 500-1,000 word, daily holiday blog with an image and creating a relationship with readers by answering questions as per the terms of the PSC;
- collaborating with Sponsor's marketing team in a professional manner;
- at Sponsor's expense, the MSE may be required to attend a contest announcement event prior to blog launch or to travel to a GGP mall during the term of the Blog Ambassadorship.

The PSC will set forth winner's responsibilities as Sponsor spokesperson, if any. The PSC may require, among other things: i) that Sponsor has the right, but not the obligation, to require winner to attend a public relations event(s) to announce the winner; ii) that Sponsor has the right, but not the obligation, to require winner to prepare and/or post one blog entry per day during the 2010 Holiday season as described herein; and iii) that winner permits the use of his/her name, likenesses, hometown, or identifying information for the Sponsor's promotional, publicity, or advertising purposes in any media including print and online media, without time or geographic limitations. Details pertaining to the PSC stated herein are subject to change.

6. PRIZE RESTRICTIONS AND DETAILS: Any and all airfare provided is coach class from the major airport nearest Grand Prize Winner's home within the 48 contiguous states to the GGP destination determined by Sponsor. All travelers must possess required travel documents. Grand Prize Winner's guest, if any must be 21 or under the legal guardianship of the Grand Prize Winner, and travel on the same itinerary. Prize restrictions may apply including expiration dates, availability, and blackout dates for hotel stay and travel. Grand Prize Winner is responsible for any costs or expenses not described above including, but not limited to, taxes, meals, travel costs, drinks, insurance, airport transfers, car rentals, taxis, health expenses, gratuity, baggage fees, communication charges, and all personal expenses and incidentals. The Sponsor, or its agent, shall determine hotel accommodations; this determination is based on room availability and is not negotiable. Specific travel dates are determined by Sponsor and are subject to change at the Sponsor's discretion, however, Sponsor will attempt to accommodate Grand Prize Winner's schedule when possible. The actual retail value of the Grand Prize may depend on Winner's point of departure/return. The MSE will be solely responsible for any expenses not specifically set forth herein including, but not limited to, internet service fees, computer and internet access, equipment, writing and research tools, and other related incidentals. Other restrictions may apply. Prizes consist only of those items specifically listed. Compensation, if any, earned upon fulfillment of the MSE services shall be governed exclusively by the PSC and is expressly not included in the Grand Prize package. All prizes are awarded without warranty, express or implied, of any kind. Sponsor reserves the right to substitute a prize with a prize of equal or greater value. Grand Prize Winner may substitute certain portions of the prize, at the Sponsor's sole discretion

ALL TAXES ARE THE SOLE RESPONSIBILITY OF THE WINNERS. Prizes are not transferable. Gift cards, tickets or vouchers may be subject to the terms and conditions of the issuer, including service fees. Sponsor is not obligated to distribute more than the stated number of prizes described.

7. CONDITIONS OF PARTICIPATION: Nothing in these Official Rules shall obligate Sponsor to publish or otherwise use any entry submitted in connection with this Contest. All federal, state, and local laws and regulations apply. Entrants agree to be bound by the terms of these Official Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to this Contest. By entering, Entrant represents that any entry or materials submitted are original and will not constitute an invasion of privacy or otherwise infringe upon the rights of any third party, and that the entrant owns or has the rights to convey any and all right and title in their submission. In addition, by entering, Entrant grants to Sponsor, its agents and affiliates, a nonexclusive, worldwide, perpetual, royalty-free license to edit, alter, publish, promote, republish, repurpose and otherwise use entrant's Entry and Written Submissions, along with Entrant's name, likeness, hometown, and any other information provided by Entrant, in any and all media for possible editorial, promotional, or advertising purposes, without further permission, notice, or compensation (except where prohibited by law). Sponsor reserves the right, in its sole discretion, to disqualify any Entry that contains indecent or disparaging material, does not comply with Rules, or is not suitable for presentation in a public forum. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest materials and these Official Rules, the Official Rules shall prevail, govern and control. Any conduct or criminal background inconsistent with Sponsor's reputation in the marketplace or inconsistent with the goals of the promotion, as determined solely by the Sponsor, may be grounds for disqualification.

Any person who has been convicted of a felony, is the subject of a pending arrest warrant, is the subject of a pending criminal trial or sentencing, is on criminal probation, or has been convicted of a misdemeanor involving: a) any crime against a person, including any crime of violence or threatened violence, domestic violence or sexual offense; b) theft; c) robbery; d) burglary; e) fraud; f) forgery; g) manufacture or distribution of controlled substances; or h) any crime against public order, including disorderly conduct or public indecency, or is a habitual offender with three or more misdemeanor convictions is not eligible and will be disqualified.

8. ADDITIONAL TERMS: By entering and/or accepting prize, entrants agree to hold and assign Sponsor and its promotional partners, directors, officers, and employees ("Released Parties") harmless for liability, damages, or claims for injury or loss to any person or property, relating to, in whole or in part, directly or indirectly, participation in this Contest, the acceptance and/or subsequent use or misuse or condition of any of the prizes awarded, or claims based on publicity rights, defamation, or invasion of privacy. The Released Parties assume no responsibility for any Internet servers or computer malfunctions and is not responsible for: any incorrect or inaccurate entry information; human error; technical malfunctions; failures, omission, interruption, deletion, or defect of any telephone network, computer online systems, computer equipment, server providers, or software, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this promotion; inability to access the Website; theft, tampering, destruction, or unauthorized access to, or alteration of entries; transactions that are processed late or incorrectly or are incomplete or lost due to computer or electronic malfunction or traffic congestion on the Internet or at any website; printing or human errors.

Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the contest, or in the announcement of the prize, including such error as may give an erroneous indication that a prize has been won. Even if a portion of a prize or prize related payment is awarded, Sponsor may withdraw the remainder of the prize or prize related payments if

any contractual services have not been fulfilled or requirements have not been met. In the event the Sponsor is prevented from continuing with this Contest, or the integrity and/or feasibility is compromised, the Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel, or terminate the Contest without notice or further obligation. If the Sponsor elects to alter the entry dates or Contest, the Sponsor reserves the right, but shall have no obligation, to award the prize from among all valid and eligible entries received prior to the change in the promotion. All entries are the property of the Sponsor and will not be acknowledged or returned.

Sponsor reserves the right to terminate the MSE blog and award the Grand Prize, absent the opportunity to become the Blog Ambassadorship, to the entrant with the highest score. Sponsor is under no obligation to negotiate or sign the Personal Service Contact if Sponsor does not receive an entry that satisfies the entry requirements stated. Under no circumstances will the Sponsor be obligated to award more than the stated number of prizes (which is 2 semi-finalist prizes and 1 Grand Prize). Sponsor is not responsible for lost, late, illegible, or incomplete entries; or entries not received for any reason.

Sponsor reserves the right, at its sole discretion, to disqualify any individual who tampers with the entry process and to cancel, terminate, modify, or suspend the Contest and select winners from eligible entries received as of the termination date. Similarly, if for any reason the promotion is not capable of running as planned the Contest will be terminated and winners will be selected from eligible entries received as of the termination date. Mass entries, or entries generated by a script, macro or use of automated devices will be disqualified. False or deceptive entries or acts will render the entrant ineligible. Sponsor, in its sole discretion, reserves the immediate and unrestricted right to disqualify any entrant or prize winner, if either commits or has committed any act or has been involved or becomes involved in any situation or occurrence which the Sponsor deems likely to subject the Sponsor, entrant, or winner(s) to ridicule, scandal, or contempt or which reflects unfavorably upon the Sponsor in any way. If such information is discovered by Sponsor after a winner has received notice of his/her prize and before the prize is awarded, Sponsor may rescind the prize in its entirety.

If there is a dispute as to the identity of the Entrant, each party claiming rights to the Entry will be asked to submit an alternate submission which will be judged according to these Rules.

9. GOVERNING LAW/ SEVERABILITY: This Contest is governed by the internal laws of the State of Illinois without regard to principles of conflict of laws. All cases and claims pertaining to this Contest must be brought in a court of competent jurisdiction in the City of Chicago, without recourse to class-action suits. If any provision of these Rules is found to be invalid or unenforceable by a court of competent jurisdiction or appointed arbitrator, such determination shall in no way affect the validity or enforceability of any other provision herein.

10. WINNERS LIST: For a copy of the Official Winners List, send a separate, self-addressed, stamped envelope to: Merrier Shopping Expert, 110 N. Wacker Dr., 3-01, Chicago, IL 60606 postmarked by 9/10/2010.

11. SPONSOR: General Growth Management, Inc. 110 N. Wacker Dr., Chicago, IL 60606