

Westbrook Mall

Westbrook Mall and 20 VIC Management Inc. Canada 150 Contest Rules and Regulations

CONTEST IS OPEN TO ALL CANADIAN RESIDENTS AT OR OVER THE AGE OF MAJORITY AND IS GOVERNED BY CANADIAN LAW AND BY THE LAWS OF THE PROVINCE IN WHICH THE SHOPPING CENTRE IS LOCATED.

Standard data rates apply to participants who choose to participate in the contest via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

- 1. CONTEST PERIOD:** The "Faces of Canada" contest ("**contest**") begins on May 4, 2017, 8:00am (MST) Mountain Standard Time ("MST") and ends on May 31, 2017, 9:00pm (MST), ("**contest period**").
- 2. ELIGIBILITY TO ENTER:** The contest is open to legal residents of Canada at or over the age of majority. Employees, principals, representatives or agents of Westbrook Mall, Capital City Shopping Centres Inc. and 20 VIC Management Inc. (collectively, the "**Contest Sponsors**"); and immediate families (spouse, mother, father, sister, brother, daughter or son, regardless of where they live) or members of their same households (whether related or not) of any of the Contest Sponsors and employees of Westbrook Mall retailers are not eligible to enter.
- 3. HOW TO ENTER:** ALTHOUGH ONLINE ACCESS AND AN TWITTER OR FACEBOOK ACCOUNT ARE REQUIRED IN ORDER TO PARTICIPATE, NO PURCHASE IS NECESSARY. MAKING A PURCHASE WILL NOT IN ANY WAY WHATSOEVER INCREASE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING IN THIS CONTEST.

Commencing May 1, 2017, customers are invited to photograph themselves with Westbrook Mall's Canada 150 art installation located at the shopping centre and post their 'selfie' photo on their public access Twitter or Facebook account to be entered for their chance to win the Grand Prize or Weekly Prizes.

Steps on how to enter:

- a. Customer must photograph themselves with the Canada 150 Art installation at Westbrook Mall from May 4, 2017 – May 31, 2017.
- b. Post the photo on their public access Twitter or Facebook pages with the hashtag #FacesofWBM

All entries must be posted by May 31, 2017 by 9:00pm (MST). Twitter and Facebook accounts being used to enter will need to be public to be seen and to qualify to enter. Photos shall not contain nudity, sexual content, profanity, drugs, illegal activity, political comment, or any content which may be considered offensive, defamatory, irrelevant or inaccurate by the Contest Sponsors. Any entrant who does not comply with these Contest Rules for this contest will be disqualified. This contest is in no way sponsored, endorsed or administered by, or associated with Twitter or Facebook. By entering the contest, each entrant understands and agrees that the entrant is providing all information to the Contest Sponsors and not to Twitter or Facebook.

- 4. ENTRY LIMIT:** Maximum of one entry/person for each day during the contest period.
- 5. THE GRAND PRIZE AND APPROXIMATE RETAIL VALUE:**

Grand Prize: There will be one (1) Grand Prize available to be won consisting of the opportunity for the confirmed winner and one (1) Guest (subject to the Guest Requirements noted below – each, a "**Guest**") to travel to the Fairmont Hotel & Resort* of their choice within Canada plus an airfare gift card for \$3,000.00. The Grand Prize consists of:

- a. Accommodation for two (2) (double occupancy) in specified room type** for six (6) nights any Fairmont Hotel & Resort of their choice*. Grand Prize includes a full breakfast for two (2) people the following day in the hotel's all day dining restaurant. Breakfast excludes buffets, alcoholic beverages and in-room dining. Grand Prize includes gratuities and taxes (plus resort fees where applicable).

Note: Inclusion is the same whether the winner chooses to stay with or without a Guest. Single occupancy is not entitled to additional services or money back.

*Excluding the Fairmont Pacific Rim Hotel, Vancouver.

**Winners may upgrade their room type for an additional fee when making their reservation. Upgrade fees will be charged to the winner's credit card.

Hotel Reservations: Hotel reservations are fulfilled through the Fairmont Hotel & Resorts designated program agents at their Global Reservations Centre: phone: +1 888-742-7488 | OvationRewards@frhi.com. Winners must contact the Global Reservations Centre to make their own arrangements.

- b. A \$3,000.00 Air Canada Gift Card for the confirmed winner only.

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The Grand Prize has a total approximate retail value of up to \$7,500 CAD (maximum value) – although the actual retail value will vary depending on the Fairmont Hotel selected. Under no circumstances whatsoever will any difference between the actual and approximate retail values be awarded. There is no expiry date for the Grand Prize.

Grand Prize Additional: Without limiting the generality of the foregoing, the following general conditions apply to the Grand Prize and any other prize awarded under the contest (a **"Prize"**): (i) Prize must be accepted as awarded and is not transferable, assignable and/or convertible to cash; (ii) no substitutions; (iii) the confirmed winner and his/her Guest must: have all necessary documentation to permit travel; and must travel on the same itinerary; (iv) the costs of everything not specifically and expressly stated above as included in the Grand Prize are the sole and absolute responsibility of the confirmed winner and his/her Guest, including, without limitation: additional meals and drinks; gratuities; entertainment; health and travel insurance; transportation for confirmed winner and his/her Guest to and from the Canadian airport; additional transportation; baggage and other fees; and items of a personal nature (NOTE: confirmed winner and/or his/her Guest may be required to present a valid major credit card in his/her name at the time of hotel check-in to cover any incidental expenses); (v) if the confirmed winner and/or his/her Guest do not utilize any part(s) of the Prize, then any such part(s) not utilized may, in the sole and absolute discretion of the Fairmont Hotels & Resorts be forfeited in their entirety and, if forfeited, nothing will be substituted in their place; (vi) accepting the Prize, the confirmed winner agrees to waive all recourse against the Released Parties (as defined below) if the Prize or a component thereof does not prove satisfactory, either in whole or in part; (vii) the Contest Sponsors reserve the right, in their sole discretion; to substitute any and all of the Prizes for Prizes of equal or greater value should all or part of the Prize become unavailable for any reason; (viii) except as expressly represented or warranted herein, the Prize is provided to the winner "as is" without any additional or further representation or warranty of any kind. All taxes, fees, surcharges and other charges on the Prize, if any, are the sole responsibility of the Prize winner.

Guest Requirements: The confirmed winner's Guest must: (a) either be of the legal age of majority in his/her province/territory of residence or have the express written consent (in form and substance satisfactory to the Contest Sponsors, in their sole and absolute discretion) to accompany the confirmed winner on the Grand Prize trip; and (b) sign (and have his/her parent/legal guardian if he/she is under the legal age of majority in his/her jurisdiction of residence) and return the Contest Sponsor liability and publicity release (by the date indicated on the release form) indicating (among other things) that he/she waives all recourse against the Released Parties relating to his/her participation in the Grand Prize (including, without limitation, any travel related thereto).

It is strongly recommended and encouraged that each confirmed winner and his/her Guest obtain sufficient personal travel and medical insurance prior to departure. The Released Parties are not responsible for any flight delays, postponement, suspension, rescheduling or cancellation, for any reason, of any aspect of the Grand Prize. Neither a confirmed winner nor his/her Guest nor any other person or entity will be compensated in the event of such delay, cancellation or other event contemplated herein. The Contest Sponsors will not replace any lost or stolen tickets.

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of the Grand Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, the confirmed winner and his/her Guest understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Contest Sponsor or any of the Released Parties should the Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting the Grand Prize, the confirmed winner and his/her Guest agree to waive all recourse against the Released Parties if the Grand Prize or a component thereof does not prove satisfactory, either in whole or in part.

6. ELIGIBLE GRAND PRIZE WINNER SELECTION PROCESS:

Grand Prize: On June 5, 2017 (the **"Draw Date"**) in Toronto, Ontario at approximately 12:00pm (EST), one (1) eligible entrant will be selected by random draw from among all eligible finalist entries. The draw will take place at 20 VIC Management Inc., 1 Queen St. E., Toronto, ON, M5C 2W5. Each of the 22 participating shopping centres will randomly select one finalist entry from all correct entries received during the contest period and will submit their finalist entry to 20 VIC Management Inc. for the Grand Prize draw.

7. OTHER PRIZES:

Weekly prizes: Westbrook Mall will award weekly prizes of a \$25 gift card each Monday in May, 2017 at 9:00am (CST) on May 8, May 15, May 22, and May 29 from all eligible entries received.

8. WINNER SELECTION:

The Contest Sponsors reserve the right to reject entries if they have not met the required entry criteria. Winners will be selected by the Contest Sponsors' discretion or selected by random out of all eligible entries received during the contest period. Each eligible winner will be notified through the social media platform that they entered the contest with instructions for confirming eligibility and claiming the Prize. If a winner does not contact: Westbrook Mall within 48 hours of being contacted, the winner will be disqualified and an alternative winner may be selected.

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The odds of becoming a winner will depend upon the number of eligible entries submitted. Potential Prize winner will be required to answer, without assistance of any kind, whether mechanical or otherwise, a time limited, mathematical skill-testing questions, provide identification satisfactory to the representative of Westbrook Mall/ 20 VIC Management Inc. and sign an acknowledgement and liability/publicity release form prepared by Westbrook Mall/ 20 VIC Management Inc. A potential Prize winner must comply with all the Contest Rules in order to be deemed an official winner. If the winner's Guest is under the age of majority, a signature of a parent or guardian is required.

Creating a false social media account or any other attempt to manipulate the contest outcome will result in disqualification.

In the event of non-compliance with these Contest Rules by a potential contest winner, an alternative winner may be selected. By entering this contest, all entrants acknowledge having read these Contest Rules, agree to be bound by them and agree to the use of his or her name, photograph and potential appearance in any related publicity without further compensation.

9. **LAWS:** These are the official rules and regulations for the contest (the "**Contest Rules**"). If any provision of these Contest Rules is found by any court of competent jurisdiction to be unenforceable, all other provisions will remain in full force and effect. This contest is subject to all applicable federal, provincial and municipal laws. These Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws. This contest is void where prohibited by law. The terms and conditions of this contest, as set out in these Contest Rules, are not subject to counter-offer or amendment by an entrant.
10. **PRIVACY:** By entering the contest, entrants agrees all entries received will remain the property of the Contest Sponsors and in no case will be returned to the entrants or shared with a 3rd party without the entrant's express written consent. By entering this contest and voluntarily providing personal information including, but not limited to, the entrant's name, address, birth date, city, e-mail address and telephone number(s), each entrant automatically grants permission to the Contest Sponsors and their respective advertising and promotional agencies for the collection and use of such information for the exclusive purpose of administering the contest and selecting the winners of the Prizes. Any entrant who has voluntarily indicated on the entry form that he/she wishes to be contacted regarding future promotions and/or offers and has granted permission to do so, will be added to the Contest Sponsors' e-mail database. No further informational or marketing communications will be collected from entrants unless entrants provide the Contest Sponsors with explicit permission to do so as indicated on the entry form. For more information on Westbrook Mall's privacy policy please visit <https://www.Westbrookmall.com/pages/Westbrook-privacy-policy>.
11. **DISPUTE:** Decisions of the contest judge, appointed by the Contest Sponsors, with respect to any issues surrounding this contest are final with respect to all aspects of this contest.
12. **TERMINATION:** The Contest Sponsors reserve the right to withdraw or terminate this contest at any time, without notice.
13. **LIMITATION OF LIABILITY:** The Contest Sponsors, or any of their directors, officers, employees and agents shall take no responsibility for any contest entries that for any reason whatsoever are lost, misplaced, destroyed, disqualified or misdirected.
14. **CONDUCT:** By entering the contest, entrants agree to be bound by these Contest Rules, which will be posted on Westbrookmall.com or at Westbrook Mall Customer Service. Each contest entrant by entering this contest hereby releases the Contest Sponsors, their advertising and promotional agencies, their affiliates and respective directors, officers, employees and agents (collectively, the "**Released Parties**") from any claims whatsoever that the contest entrant may have as a result of the entrant's participation in this contest, including, without limitation, the selection of winners and administration of the contest, or, if declared a winner, the Prize. The Released Parties are not responsible or liable, jointly or severally, for any of the following: (i) failure of the internet or the website during the contest period including, without limitation, the failure for any reason whatsoever of selected entrants to receive a Prize notification, (b) for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, access providers, computer equipment, software, failure of any e-mail or traffic congestion on the internet or at any website, or any combination thereof including, without limitation, the failure of any entry or Prize claim to be received by the Contest Sponsors or any injury or damage to an entrant's or any other person's computer related to or resulting from playing or downloading any material in the contest, (iii) change in entrants' telephone numbers or e-mail address after entries are submitted, (iv) damage or loss, including any loss, loss of productions, loss of profits (anticipated or otherwise), economic loss, special, indirect or consequential loss or damage or punitive damages, whether in contract, tort or under any other theory of law or equity, arising from, connected with, or relating to the contest, the submission of entries to the contest, or participation in the contest, or the Prize and regardless of the cause or any negligence by any of the Released Parties or any person or entity for whom any of them are responsible, and notwithstanding that any of those entities or persons may have been advised of the possibility of such loss or damage being incurred.
15. These Contest Rules are subject to change without notice.