



CENTERPOINT MALL

YONGE & STEELES

CONTEST RULES

The Centerpoint Mall 2017 Holiday 'Gifting Tree Promotion'

1. **Sponsor.** Centerpoint Mall is the "Sponsor", namely Morguard, Centerpoint Mall, Revenue Properties Company Limited.
2. **Contest Period.** The Contest Period starts on December 2, 2017 at 12:00 p.m. (EST) and ends on December 23, 2017 at 2:00 p.m. (EST), with Saturdays being the "Entry Periods". In particular, during the Contest Period there are four distinct "Entry Periods", each between 12:00 p.m. EST and 2:00 p.m. (EST) on December 2, 9, 16 and 23, 2017. The sole determinant of time for the purposes of receipt of a valid entry in the Contest will be the timestamp generated by the server of the corresponding social network. Proof of transmission (screenshots or captures, etc.) or attempted transmission does not constitute proof of delivery or receipt by the Contest computers or Sponsor.
3. **Eligibility.** The Centerpoint Mall 2017 Holiday 'Gifting Tree Promotion' (the "Contest") is open to visitors to the Centerpoint Mall during the Entry Periods who are residents of Ontario and are at least 18 years of age (or between the ages of 13-17 with parental consent) who are not employees, representatives or agents of Sponsor, Sponsor's affiliated companies, or Sponsor's advertising and promotional agencies, or any person with whom any of the foregoing individuals are domiciled or members of their respective immediate families (spouse, including common law, parent, sibling or child, regardless of where they reside). Groups, associations and entities cannot participate.
4. **Entry Mechanism & Limits: No purchase or donation necessary. A donation does not improve your chances of winning.** You may participate in the Contest by visiting the Gifting Tree booth in Centerpoint Mall during an Entry Period, and enter in one of two ways:
 - a. **Make a Donation.** You can make a donation to our gifting tree of up to \$2 CAD (\$2 CAD donation is suggested).
 - b. **No Donation Entry.** To enter without making a donation, complete the entry form provided by Centerpoint Mall's onsite event staff with your full name, phone number and email address, and hand write an essay of 100 English or French words about "Why Big Brothers Big Sisters is a great organization to support." The essay must be unique and original to you, handwritten, not photocopied or otherwise mechanically reproduced, and created for the purposes of the Contest. All essays must be appropriate for the Contest, in good taste, and in keeping with Sponsors' image, as determined by Sponsors in their sole and absolute discretion, or may be judged void and disqualified. For example, essays must not be indecent, obscene, profane, hateful, discriminatory, tortuous, defamatory, slanderous, libelous or infringe any third party rights.

LIMITS: Maximum of one (1) entry per person per Entry Period regardless of method of entry. All entries that are incomplete, illegible, damaged, irregular, that have been submitted through illicit means, or do not conform to or satisfy any condition of the Contest Rules may be disqualified by the Sponsor. The Sponsor takes no responsibility for lost, delayed, damaged, misdirected or late entries. The Sponsor is not responsible for any errors or omissions in printing or advertising this Contest. All entries become the property of the Sponsor and will not be returned.

By entering the Contest, you acknowledge that you have read and understood these Contest Rules, and agreed to abide and be bound by them, and the decisions of the Sponsor, including its decisions regarding the interpretation and application of these Contest Rules, made in its sole and absolute discretion, which shall be final and binding with respect to all aspects of the Contest and the awarding of prizes.

5. **Prizes and Odds.** Prizes are rewarded on-site the same day immediately after entry. Each entrant may select an ornament which will indicate a prize or a candy cane. Show the prize to the on-site attendant to redeem the physical prize (see winner confirmation below). At the beginning of the promotion, there are 1200 ornaments available, with 900 marked with a prize and 300 marked with a candy cane. Approximately 24 ornaments will be randomly selected from the total pool of ornaments at a time for entrants to make a selection. **At the outset of the Contest, approximate odds of winning a prize are 3 in 4, detailed odds per prize are set out below. All prizes may not be awarded if either: (a) all ornaments marked with prizes are not awarded by the close of the Contest Period; or (b) entrants that selected prize ornaments do not correctly answer the mathematical skill-testing question or otherwise cannot be confirmed as winners of the prize. Any unclaimed prizes as of end of Contest Period will be forfeited and will not be awarded.** In particular, at the outset of the Contest Period, there will be [1200] prizes available to be claimed. Prizes diminish as awarded. Prizes are as set out below:

Description	Number of Prizes; Odds At Outset of Contest Period	Approximate Retail Value (CAD)
\$5 Centerpoint Mall Gift Card	1 in 25	\$5
\$10 Centerpoint Mall Gift Card	1 in 25	\$10
\$25 Centerpoint Mall Gift Card	1 in 25	\$25
Various Centerpoint Mall merchandise	1 in 125	Up to \$25
Various prizes from our retailers	1 in 200	Up to \$25
\$1 voucher towards our in-mall gift wrapping services	1 in 500	\$1
Entrants that do not receive one of the above prizes will receive a candy cane. A total of 300 ornaments are marked with a candy cane. Odds of selecting a Candy Cane at outset of Contest are 1 in 4.		

ERRORS, ETC: If, due to a printing, production, technical or other error or malfunction more prizes are claimed than are intended to be awarded for any prize level than set out above, the intended prizes may be awarded in another manner as determined by Sponsor in its sole and absolute discretion (for example, by a random draw among all verified prize claims received for that prize level). In no event will Sponsor be obligated to award more than the stated number of prizes. Sponsor reserves the right to modify, suspend or terminate the promotion in the event it becomes necessary due to circumstances beyond its control.

Prize must be accepted as awarded and cannot be converted to cash and may not be transferred or exchanged or combined or used in concert with another contest or another offer. The Sponsor reserves the right to substitute a prize of at least equal value in the event of the unavailability, for whatever reason, of the advertised prize. The prize must be accepted as is.

1. **Winner Confirmation.** Winners will be notified immediately of the prize they are eligible to win after selecting an ornament, and to be confirmed a winner, entrant must: (i) correctly answer without assistance of any kind, whether mechanical or otherwise, a time-limited, mathematical skill-testing question to be administered by email; (ii) be in full compliance with these Official Rules; and (iii) if required by Sponsor, provide proof of identity. The selected entrant also may be required to complete, execute and return a Declaration of Compliance with Official Rules and Full Release of Liability and Consent to Publicity Form (“Form”). If any selected entrant cannot be contacted and confirmed a winner as above, at Sponsor’s sole and absolute discretion, his/her entitlement to receive a prize may be forfeited, and prize may be awarded to an alternate eligible entrant. **LIMIT: Maximum of one (1) prize per person per Entry Period.** If any selected entrant cannot be confirmed a winner, or if a winner rejects his/her prize, such prize will be forfeited and will not be awarded. Upon prize forfeiture, no compensation will be given.
2. **Release of Liability and Consent to Publicity.** By entering this Contest, entrants: (a) confirm Compliance with these Contest Rules; (b) consent to the use of their entry, name, city of residence, and/or photograph or other likeness for publicity, advertising or informational purposes by the Contest Sponsors and their advertising agencies, without further notice or compensation; (c) release and hold harmless the Sponsor, the Sponsor’s advertising and promotional agencies, affiliates and respective directors, officers, owners, partners, employees, agents, dealers, representatives, successors and assigns (collectively, “**Releasees**”) from and against any and all manner of action, causes of action, suits, debts, covenants, contracts, claims, liabilities, demand or damages (including legal fees and expenses), of any nature or kind, arising out of, or in connection with your participation or attempted participation in the Contest and the awarding or use of a prize, including as set out below in the **Limitation of Liability** section.
13. **Privacy.** Sponsor collects and uses entrants’ personal information for the purpose of administering this Contest and awarding prizes. The winner’s name may be listed in Sponsor’s materials. Entrants will receive no marketing communications unless they consent. Please see Sponsor’s Privacy Policy <http://www.centerpointshops.com/privacy-policy>.
14. **Conduct.** This Contest will be run in accordance with these Contest Rules, subject to amendment by the Sponsor. Contestants must comply with these Contest Rules, and will be deemed to have received and understood the Contest Rules by participating in the Contest. The terms of this Contest, as set out in these Contest Rules, are not subject to amendment or counter-offer, except as set out herein. Any

dispute relating to the Contest (including, without limitation, a dispute as to whether an entrant has complied with all of the Contest Rules and Regulations) shall be resolved by the Sponsor in its sole and absolute discretion. All decisions of the Sponsor shall be final and binding. To the extent permitted by law, any dispute arising from this Contest will be determined according to the laws of the Province of Ontario, without reference to its conflict of law principles, and the entrants consent to the personal jurisdiction of the courts located in Toronto, Ontario and agree that such courts have exclusive jurisdiction over all such disputes.

Sponsor reserves the right, in its sole and absolute discretion, to disqualify any entrant that it finds to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest; (c) acting in an unsportsmanlike or disruptive manner; or (d) attempting to undermine the legitimate operation of the Contest. Any prize inadvertently awarded to a selected entrant who ought to have been disqualified by these Contest Rules may be reclaimed by Sponsor. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANYTHING ASSOCIATED WITH THIS CONTEST OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, AND TO BAN OR DISQUALIFY AN ENTRANT FROM THIS AND FUTURE CONTESTS.

15. **Limitation of Liability.** Releasees do not accept or assume any responsibility for, and each entrant releases Releasees from any and all claims, actions, damages, loss, injury, costs, demands and liabilities of whatever nature or kind arising in connection with the Contest and/or prizes including, without limitation, the administration of the Contest, participation or attempted participation in the Contest, the selection and confirmation of winners, and the awarding and use of prizes. Without limiting the generality of the forgoing, Releasees are not responsible for (i) the incorrect or inaccurate capture of entry information; (ii) ineligible and/or invalid entries; (iv) any printing, production, technical or other error or malfunction resulting in more prizes being claimed than are intended to be awarded for any prize level than set out in these Official Rules, or any errors in other processes or materials associated with the Contest, howsoever caused, including without limitation, any human, printing or technical errors or malfunctions, (vi) injury or damage to an entrant resulting from participating in the Contest or use of a prize; or (vii) any errors, omissions, incorrect or inaccurate information in any Contest-related materials howsoever caused. For clarity, and without limiting the generality of the foregoing, in the event that a production, distribution, technical or any other error causes a higher number of prizes than set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes as set out herein. In such event, Sponsor may award the prizes by a random drawing among all legitimate, eligible entries, or in any other manner as determined by Sponsor, in its sole and absolute discretion. The Sponsor reserves the right, in its sole discretion, to cancel or suspend this Contest for any reason. Any attempt to deliberately undermine the legitimate operation of this promotion is a violation of criminal and civil laws. Should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.
16. **Void where prohibited.** This Contest is void where prohibited by law and is subject to all applicable federal, provincial and municipal laws and regulations.