

## TERMS AND CONDITIONS

1. There are no limits to the number of artwork submissions (each an "Artwork") you may submit during the submission period.
2. Submission period: September 1 through September 30, 2020.
3. You understand and confirm that Capilano Mall may publish your Artwork without payment or compensation to you.
4. You represent and warrant that each Artwork is an original work created solely by you, that the Artwork does not infringe on any copyright, trademark, moral rights, rights of privacy/publicity or any other intellectual property right of any person or entity, and that no other party has any right, title, claim or interest in the Artwork.
5. By submitting an Artwork, you irrevocably grant Capilano Mall permission to copy, reproduce, display, edit, adapt, modify or otherwise use, worldwide in perpetuity, the Artwork, and waive any and all moral rights in and to all or any part of the Artwork. Capilano Mall reserves the right to sublicense any rights in and to the Artwork.
6. You agree to not include any reference to commercial content (e.g. trade name or mark) or otherwise promote any brand, product or service in your Artwork.
7. Capilano Mall will disqualify and omit any previously published Artwork, such as, but not limited to, those in major cookbooks, in magazines, from food companies, or on major food or recipe websites.
8. Capilano Mall reserves the right to: (i) omit artworks if we determine your submission violates any of the terms and conditions, or (ii) alter all or any part of an Artwork before publication.
9. You acknowledge and agree that Capilano Mall is not responsible for, and is in no way liable for, any claim, damage, loss or injury you may suffer in connection with your participation in any NOSH Foodie Fest virtual gallery-related activity.
10. You agree to indemnify and hold Capilano Mall and its affiliates harmless, from any claim, damage or loss arising out of any breach of these terms and conditions.

### **EAT YOUR ART OUT GALLERY OFFICIAL CONTEST RULES ("CONTEST RULES")**

**NO PURCHASE NECESSARY.** The Eat Your Art Out Gallery Contest (the "Contest") is governed by the Contest Rules. By entering the Contest, each entrant agrees to the Contest Rules, including all eligibility requirements. The Contest is subject to all federal, provincial and local laws and regulations, and is void where prohibited by law.

**1. Who Can Enter.** The Contest is open to any Canadian citizen or permanent resident of Canada residing in the Greater Vancouver Area (excluding, without limitation, any resident of the Province of Québec) who has reached the age of majority in the Province of British Columbia. Individuals associated with the Contest, including employees of QuadReal Property Group Limited Partnership ("**QuadReal**") and bcIMC Realty Corporation (collectively, the "**Contest Partners**") and tenants and occupants of the shopping centre known as "Capilano Mall", and any of their subsidiaries and affiliated entities, and each of their respective directors, officers, employees, agents, representatives, promotional and marketing agencies, and any member of the immediate families of any of the foregoing and other individuals with whom any of the foregoing are domiciled, are not eligible to participate in the Contest.

Children aged 8 – 12 who, together with their parents and legal guardians, otherwise meet the eligibility criteria in this Section 1 will be permitted to enter the Contest with the prior written consent of the entering child's parent or legal guardian, and be eligible to win the Prize (as defined in Section 4). In no case will a minor be declared a winner without the Release (as defined in Section 6) signed and delivered by the minor's parent or legal guardian.

**2. Contest Period.** The Contest begins on September 1, 2020 at 12:01 a.m. (PST) and closes on September 30, 2020 at 11:59 p.m. (PST) (the "**Contest Period**").

**3. How to Enter.** During the Contest Period, the entrant will enter the Contest online at <https://capilanomall.com/eat-your-art-out-submission/> (the "**Site**") by completing the required entry form (the "**Official Entry Form**"). In the event of a dispute as to who completed the Official Entry Form to enter the Contest as the entrant, the authorized account holder of the email address used on the Official Entry Form will be deemed to be the entrant and must comply with these Official Rules. There is a limit of one (1) entry per person/email address permitted during the Contest Period. Any person who attempts to enter with multiple email addresses or uses any device or software to enter multiple times in violation of these Official Rules will be disqualified and forfeits any and all prizes won, at QuadReal's sole discretion.

**4. Contest Prizes.** There will be one prize available to be won. The prize (a "**Prize**") will consist of a Capilano Mall gift card. The Prize has an approximate value of C\$1,000. Odds of winning will depend on the number of eligible Official Entry Forms received in accordance with these Contest Rules.

**5. Prize Conditions.** The following other conditions apply to the Prizes:

- (a) Any costs associated with the Prizes are the responsibility of the Winners.
- (b) Prizes must be accepted as awarded. No substitutions, cash equivalents or redemptions will be made.
- (c) Prizes may not be sold, bartered, transferred or assigned, and is non-refundable. Prizes are not convertible to cash.
- (d) Any unused or unclaimed portion of Prizes will be forfeited and have no cash value.
- (e) The Contest Partners make no warranties, express or implied, as to the condition, fitness or merchantability of the Prizes, and do not assume any liability for lost, damaged or misdirected Prizes.
- (f) QuadReal reserves the right to substitute the Prize, in whole or in part, with a prize or price component of equal or greater value of the prize or prize component cannot be awarded for any reason.

**6. How to Win.** All eligible Official Entry Forms will be entered into a random draw on or about October 1, 2020 from which one entrant will be drawn and be eligible to be winners (each a "**Selected Entrant**"). QuadReal will attempt to contact the Selected Entrants within three business days of the contest draw (the "**Contact Date**"), in person, by telephone or by e-mail at QuadReal's sole discretion, using the information provided by that Selected Entrant in their Official Entry Form. Proof of identification must be provided by the Selected Entrant upon QuadReal's request.

In order to be declared as a winner in the Contest (each a "**Winner**"), a Selected Entrant must:

- (a) have complied with and remain in compliance with the Contest Rules;
- (b) correctly answer, without assistance of any kind, a time-limited, mathematical, skill-testing question; and
- (c) complete and return to QuadReal within seven days of receipt, a standard declaration, indemnity and release form (the "**Release**") executed by the Selected Entrant, confirming understanding and compliance with the Contest Rules and acceptance of the Prize as awarded, and providing a release in a form satisfactory to QuadReal, releasing the Contest Partners and their respective entities, of all liability arising out of the Contest, including without limitation, the selection of any Winner, the administration of the Contest, and the acceptance or the use of the Prize as awarded.

If a Selected Entrant cannot be reached by the Contact Date for any reason, including, but not limited to, the fact that a Selected Entrant did not provide a functioning e-mail address or valid

telephone number, or if that Selected Entrant is unable to answer the skill-testing question or does not meet all of the Contest conditions, the Contest Sponsors, in their sole discretion, may conduct another draw where one Official Entry Form will be drawn at random from among all remaining eligible Official Entry Forms received in accordance with the Contest Rules. QuadReal will attempt to contact the new Selected Entrant within three business days of the time at which such Selected Entrant was selected, by email or telephone, and subject to the same conditions as set out in the Contest Rules. No communication will be entered into except with the Selected Entrants.

**7. Consent and License.** By entering the Contest, each Winner consents to the use of his or her name, city of residence, photograph, statements and/or likeness, without additional compensation or permission, except where prohibited by law, in any publicity or advertising in any medium throughout the world in perpetuity carried by or on behalf of Contest Partners and/or their agencies and affiliates or agents.

**8. General.**

- (a) All Official Entry Forms become the property of QuadReal.
- (b) Any Official Entry Form that is incomplete, illegible, damaged or irregular, or that contains false information is invalid.
- (c) QuadReal reserves the right, in its sole discretion, to terminate, close, suspend, reinstate or amend in whole or in part, the Contest at any time without prior notice for any reason whatsoever.
- (d) By entering the Contest, each entrant agrees to abide by the Contest Rules, which are subject to change without notice to Contest entrants individually and which changes shall be posted at this webpage.
- (e) Although the Contest may be communicated, promoted, or administered by means of a third party social media or social networking service or site (each a "Third Party Service"), the Contest is in no way sponsored, endorsed or administered by, or associated with, any Third Party Service; any questions, comments or complaints regarding the Contest should be directed to QuadReal and not to any Third Party Service.
- (f) By entering the Contest, each entrant automatically releases each of the Releasees (as defined in Section 9) and any other person or entity associated in any way with the Contest from any and all liability arising in any manner out of the Contest, including without limitation, the selection of any Winner, the administration of the Contest, and the acceptance or the use of any or all of the Prize as awarded.
- (g) All decisions by QuadReal with respect to all aspects of the Contest shall be final and binding in all respects. All entrants agree to abide by all the instructions and decisions of QuadReal. In the event of any dispute regarding the interpretation of the Contest Rules or any decision rendered by QuadReal, the decision or interpretation of QuadReal shall prevail.
- (h) Any attempt to tamper with the entry process, to interfere with the Contest or the Contest Rules, to deliberately damage any website or to undermine the administration, security or legitimate operation of the Contest, may be a violation of criminal and civil laws and the Contest Partners reserve the right to seek damages or other relief or both from all persons responsible for such acts to the fullest extent permitted by law, which may include banning or disqualifying entrants from this and future contests by the Contest Partners.
- (i) The Releasees are not responsible for any technical problems, malfunctions of any telephone lines, computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. The Releasees are not responsible for any liability for damage to any computer system resulting from participation in or accessing the Site, entering the Contest or downloading information in connection with the Contest.
- (j) The Contest Partners do not assume responsibility of any nature whatsoever in cases where the inability to hold the Contest results from any event beyond the reasonable control of Contest Partners, including without limitation, any act of God, any strike, lock-out or other

labour conflict, war, act of terror, or should a virus, worm, bug or other cause beyond the reasonable control of the Contest Partners corrupt the security, data integrity, or proper administration of the Contest.

#### **9. No Liability of Releasees.**

- (a) None of the Contest Partners, their affiliated entities or their respective associates, directors, officers, employees, agents, successors and assigns, as well as any Third Party Service, (collectively, the "**Releasees**") are responsible for any negligence, claims, costs, liability, injury up to and including death, property loss or other damage to entrants or the Winners arising from or in connection with the acceptance, redemption or use/misuse of any Prize or participation in the Contest. Each Winner assumes all liability for any injury or damage caused, or claimed to be caused, by participation in the Contest or use or redemption of the Prize including, without limitation, any illness, allergic reaction or any other adverse condition.
- (b) The Releasees shall not be responsible for Official Entry Forms not received or not considered eligible due to incomplete, inaccurate, unclear or indecipherable information, failed or interrupted network connections or other mechanical or technical problems, however caused, (including a system or technical malfunction). The Releasees shall have no liability for lost, stolen, delayed, damaged or misdirected Official Entry Forms, or for any failure, interruption, delay, error or omission of the Site or QuadReal websites or features on such websites during the Contest, for any problems related to such websites or the Site, including mechanical or technical malfunction of, or damage to, any telephone network or lines, computer online systems, servers, access providers, computer equipment, software, for failure of any email to be received, or registration or enrolment to be processed, by QuadReal for any reason, for damage to an entrant's or any other person's computer, or for breaches of privacy for any reason beyond the control of the Releasees, including interference by third party computer "hackers".

**10. Privacy.** By submitting personal information on the Official Entry Form, each entrant consents to QuadReal collecting, using, storing and disclosing their personal information for the purpose of administering the Contest and for the purposes as described in QuadReal's privacy policy at <https://capilanomall.com/privacy-policy/>. Any entrant may access and obtain a copy of their personal information upon written request to QuadReal's Privacy Officer at [privacy@quadreal.com](mailto:privacy@quadreal.com).

Personal information submitted in the Official Entry Forms becomes the property of QuadReal. An entrant's personal information may be disclosed (a) to a third party in accordance with the Contest Rules, with the entrant's consent or as otherwise permitted or required by law and (b) to any interested party, such as a Releasee, in accordance with the release contained in the Contest Rules or any executed Release or other documentation executed in accordance with the Contest Rules.

**11. Governing Law and Dispute Resolution.** The Contest is subject to all applicable federal, provincial and municipal laws and is void outside Canada or where prohibited by law. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules, or the rights and obligations of entrants and the Contest Sponsors in connection with the Contest, governed by, and construed in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions. Each entrant agrees that any and all disputes, claims, and causes of action arising out of, or connected with, the Contest or any Prize awarded, will be resolved individually, without resort to any form of class action, and exclusively by the courts of the Province of British Columbia.

**12. Severability.** If any provision of these Contest Rules or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Contest Rules, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each provision of the Contest Rules shall be valid and enforced to the fullest extent permitted by law and be independent of every other provision of the Contest Rules.

**13. Winners.** For a list of Winners, please send a self-addressed stamped envelope requesting the winner's name on or before October 31, 2020 to QuadReal Property Group Limited Partnership, Suite 305 – 935 Marine Drive, North Vancouver, V7P 1S3, Attn: Clay Hamilton.