

Official Contest Rules: K-days General Admission Passes Contest!

("Contest Rules")

Avenue Living Communities ("ALC") and certain affiliates are hosting a series of contests in which you will have a chance to win prizes. Each of these contests (each a "Contest") is governed by the specific contest rules posted with each Contest (the "Short Rules") and these rules (the "Contest Rules"). By entering any Contest, each entrant agrees to the applicable Short Rules and these Contest Rules, including all eligibility requirements. Each Contest is subject to all applicable federal, provincial and local laws and regulations, and is void where prohibited by law.

Although a Contest may be communicated, promoted, or administered by means of a third party social media or social networking service or site, including Facebook, Instagram and Twitter (each a "Third Party Service"), such Contest is in no way sponsored, endorsed or administered by or associated with any Third Party Service.

Each Short Rules and these Contest Rules may be amended from time to time without prior notice to any entrant. ALC may cancel any Contest at any time, for any reason or no reason.

1. Who Can Enter. Unless otherwise specified in the applicable Short Rules, each Contest is open to any Canadian citizen or permanent resident of Canada (excluding residents of the Province of Québec) who has reached the age of majority in their province or territory of residence.

Individuals associated with any Contest, including employees, directors and officers of ALC, any supplier of a particular Contest (including any third party providing the prize(s) awarded in such Contest) and the owners, identified in the applicable Short Rules (collectively, the "**Contest Partners**"), and any of their 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 any Contest.

2. Contest Period. Each Contest will be open for entry during the period of time specified in the applicable Short Rules (the "**Contest Period**"). In its sole discretion, ALC may extend any period of time for entry.

ALC will not confirm receipt of any entries, and proof of submission of an entry will not be deemed to be proof of receipt. ALC has no obligation to advise an entrant of an incomplete or otherwise non-compliant entry. ALC may also cancel or remove any Contest at any time without prior notice to the entrants.

3. How to Enter. NO PURCHASE NECESSARY. During the applicable Contest Period, entrants are required to enter a Contest through the entry method indicated in the applicable Short Rules. In the event of a dispute as to who entered any Contest as the entrant, the authorized account holder of the email address or social media account used in the entry, or associated with the entry, will be deemed to be the entrant and must comply with these Contest Rules. There is a limit of one (1) entry per person/email address/social media account permitted during the applicable Contest Period. Any person who attempts

to enter with multiple email addresses or social media accounts, 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 ALC's sole discretion.

ALC reserves the right to permanently exclude any person from participating in any and all Contests if such person fails to comply with the applicable Short Rules and Contest Rules for different Contests hosted by ALC. This determination will be made by ALC in its sole discretion, and will be effective upon ALC delivering notice of such determination to the email address or social media account last used by such person to enter a Contest.

4. Contest Prizes. The prize(s) for each Contest (each a **"Prize"**, and collectively, the **"Prizes"**) will consist of the prizes described in the applicable Short Rules. The odds of winning each Prize will depend on the number of eligible entries received in the Contest in which such Prize is being offered in accordance with the applicable Short Rules and these Contest Rules.

5. Prize Conditions. The following other conditions apply to each Prize:

- a) Each Prize must be picked up in person by the Winner from the shopping centre location specified in the Short Rules, or as otherwise in accordance with the Short Rules.
- b) Any and all costs associated with each Prize is the responsibility of the Winner.
- c) Each Prize must be accepted as awarded, and may not be sold, bartered, transferred or assigned. No substitutions, cash equivalents or redemptions will be made. Each Prize is non-refundable.
- d) Any unused or unclaimed portion of any Prize will be forfeited and has no cash value.
- e) The Contest Partners make no warranties, express or implied, as to the condition, fitness or merchantability of any Prize, and do not assume any liability for a lost, damaged or misdirected Prize.
- f) ALC reserves the right to substitute any Prize, in whole or in part, with a prize or prize component of equal or greater value if the Prize or any component cannot be awarded for any reason.

6. How to Win. The potential winner(s) of each Contest will be selected by random name generator or otherwise in the manner specified in the Short Rules (each a **"Selected Entrant"**). ALC will attempt to contact the Selected Entrants within three business days of the draw for the applicable Contest (the **"Contact Date"**) at the email address or social media account used by such Selected Entrant to enter the applicable Contest unless otherwise specified in the Short Rules. Proof of identification must be provided by the Selected Entrant upon ALC's request.

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

- (a) have complied with and remain in compliance with the applicable Short Rules and these Contest Rules;
- (b) correctly answer, without assistance of any kind, a time-limited, mathematical, skill-testing question; and
- (c) complete and return to ALC 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 applicable Short Rules and these Contest Rules and acceptance of the Prize

as awarded, and providing a release in a form satisfactory to ALC, releasing the Contest Partners and Third Party Services, and their affiliated entities, of all liability arising out of such Contest, including without limitation, the selection of any Winner, the administration of such Contest, and the acceptance or the use of the applicable 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 social media account, or if that Selected Entrant is unable to answer the skill-testing question or does not meet all of the conditions for the applicable Contest, the Contest Partners, in their sole discretion, may conduct another draw where one entry will be drawn at random from among all remaining eligible entries received in accordance with the applicable Short Rules and these Contest Rules. ALC I 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 direct message, and subject to the same conditions as set out in the Short Rules and these Contest Rules.

7. Consent and License. By entering any 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 entries become the property of ALC.
- (b) Any entry that is incomplete, illegible, damaged or irregular, or that contains false information is invalid.
- (c) ALC reserves the right, in its sole discretion, to terminate, close, suspend, reinstate or amend in whole or in part, any or all Contests at any time without prior notice for any reason whatsoever.
- (d) By entering any Contest, each entrant agrees to abide by the applicable Short Rules and these Contest Rules, which are subject to change without notice to entrants individually and which changes shall be posted at this webpage.
- (e) By entering any Contest, each entrant automatically releases each of the Releasees and any other person or entity associated in any way with such Contest from any and all liability arising in any manner out of such Contest, including without limitation, the selection of any Winner, the administration of such Contest, and the acceptance or the use of any or all of the applicable Prize as awarded.
- (f) All decisions by ALC with respect to all aspects of each Contest shall be final and binding in all respects. All entrants agree to abide by all the instructions and decisions of ALC. In the event of any dispute regarding the interpretation of the applicable Short Rules and these Contest Rules or any decision rendered by ALC, the decision or interpretation of ALC shall prevail.
- (g) Any attempt to tamper with the entry process, to interfere with any Contest, Short Rules or these Contest Rules, to deliberately damage any website or to undermine the administration, security or legitimate operation of any 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.

- (h) 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 any Contest or downloading information in connection with any Contest.
- (i) The Contest Partners do not assume responsibility of any nature whatsoever in cases where the inability to hold any Contest results from any event beyond the reasonable control of the 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 any Contest.
- (j) The Contest Partners make no representations or warranties of any kind concerning the appearance, safety or performance of any Prize.

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 any Winners arising from or in connection with the acceptance, redemption or use/misuse of any Prize or participation in any Contest. Each Winner assumes all liability for any injury or damage caused, or claimed to be caused, by participation in any Contest or use or redemption of any Prize including, without limitation, any illness, allergic reaction or any other adverse condition.
- (b) The Releasees shall not be responsible for entries 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 entries, or for any failure, interruption, delay, error or omission of the Third Party Services or ALC websites or features on such websites during any Contest, for any problems related to such websites, 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 ALC 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”.

Privacy. By submitting personal information to enter any Contest, each entrant consents to ALC collecting, using, storing and disclosing their personal information for the purpose of administering each Contest and for the purposes as described in ALC’s privacy policy at <https://www.avenueliving.ca/privacy-policy>.

Personal information submitted in by any entrant to enter a Contest becomes the property of ALC. An entrant’s personal information may be disclosed (a) to a third party in accordance with these 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 these Contest Rules or any executed Release or other documentation executed in accordance with the applicable Short Rules and these Contest Rules.

10. Governing Law and Dispute Resolution. Each 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 these Contest Rules, or the rights and obligations of entrants and the Contest Partners in connection with each 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, each 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 Alberta.

11. Severability. If any provision of the applicable Short Rules or these Contest Rules or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the applicable Short Rules and these 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 applicable Short Rules and these Contest Rules shall be valid and enforced to the fullest extent permitted by law and be independent of every other provision of the applicable Short Rules and these Contest Rules.

12. Winners. For a list of Winners following each Contest, please send a self-addressed stamped envelope requesting the winner's name within seven days of the end of the applicable Contest Period to Avenue Living Communities, 400-4820 Richard Road SW Calgary, AB T3E 6L1, Attn: Jazmine Canfield.

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