

Contest Rules & Guidelines

“Kelson Group’s #KelsonLiveBetter” CONTEST

CONTEST RULES (the “Rules”)

The “Kelson Group #KelsonLiveBetter” contest (the “Contest”) is organized by Kelson Group Property Management Ltd. (“KGPM”). The Contest entry period (the “Contest Entry Period”) begins on July 1, 2019 at 00:01 AM, Pacific Standard Time (the “Contest Entry Opening Date”), and ends on Sept 15, 2019, at 11:59 PM, Pacific Standard Time (the “Contest Entry Closing Date”). Eligible Contest entries will be reviewed and the winner will be determined as described in these Rules.

ELIGIBILITY

The Contest is open to all current KGPM residents who have reached the age of majority in their province. Employees, agents and representatives of KGPM, their subsidiaries, affiliates, affiliated companies, advertising or promotion agencies, the suppliers of material, prizes and services related to this Contest, and any other stakeholder directly related to the holding of the Contest, as well as the members of their immediate family (spouses, parents, grandparents, siblings, children and grandchildren and “step” of each) and anyone who has lived in the same household of such person for at least three months during the twelve month period immediately preceding the Contest Entry Opening Date, are excluded from eligibility to enter the Contest.

THE CONTEST

For many of our residents, renting provides the ultimate in value, convenience, and flexibility. With over 4,000 suites in the Kelson portfolio across 10 cities, our residents also have great choice when it comes to where they want to live, and choice is good.

Because of this, KGPM is launching the Contest to engage existing residents to share how they live better renting with Kelson Group. During the Contest Entry Period participants are asked to send photos of their apartments, sharing how they’ve made Kelson Group home. Photos can be entered through email, Instagram DM, or Facebook Message.

The Contest is governed by these Rules.

HOW TO ENTER

Online Entry Requirements

No purchase is necessary to enter the Contest. To enter the Contest, contest participants must complete the following steps:

1. Send us photos of your apartment
 - Email: kelsonlivebetter@kelsongroup.com
 - Instagram DM: @kelsongroup or tag #KelsonLiveBetter
 - Facebook Message: @KelsonGroup

Fill out the online form

2. The featured resident will be chosen by a panel of Kelson Group Property Managers.
3. One day of professional photography of you and your apartment will be awarded plus a Kelson Live Better Prize package.

Submission Deadline: Sept 15, 2019

Contest Entry Information

Contest entries must complete both step 1 and 2 to be considered an “entry” in the Contest and is hereinafter called a Contest Entry. An eligible person who submits a Contest Entry is hereinafter called a Contestant. All photos submitted by a Contestant that follow the criteria stated in step 1 will be considered in the winner selection process.

In the event that a Contestant attempts to use multiple names, identities, email addresses and/or any automated, macro, script, robotic or other systems or programs to enter or otherwise participate in the Contest, then the Contestant may be disqualified from the Contest (as determined by KGPM in its sole and absolute discretion). Any entry may be rejected (as determined by KGPM in its sole and absolute discretion) if it is not fully completed, submitted and received in accordance with these Rules during the Contest Entry Period. KGPM assumes no liability for lost, late, misdirected or incomplete entries or notifications.

All entries and supporting materials submitted become the property of KGPM and will not be returned.

PRIZES

Contestants are eligible to receive one of the following prizes:

One (1) Winner will be awarded the grand prize of a photography session and a Kelson Live Better prize package with a combined value of up to \$2000 total maximum. (the “Grand Prize Winner”) hereinafter referred to as the “Winners”

PRIZE AWARD

Winner Selection Criteria

Contest Entries will be judged by the following criteria:

Is the image of high quality?

Has the Contestant exhibited creativity with how they live better with Kelson Group

Bonus points will be awarded if the Contestant follows KGPM’s Instagram account @kelsongroup

Following the Contest Entry Closing Date, all eligible Contest Entries will be reviewed by KGPM to ensure that they meet the eligibility criteria. KGPM will select the featured resident winner.

The Featured Resident Winner must be deemed a suitable tenant in accordance with KGPM’s usual tenancy approval criteria in order to be chosen.

The Feature Resident Winner will be declared the winner of the Contest upon completion of all of the requirements set out in these Rules (the “Winner”).

PRIZE TERMS AND CONDITIONS

The Prize awarded to the Winners is non-transferable and must be accepted as offered. There will be no cash equivalent. There will be no substitutions except that KGPM reserves the right to substitute the Prize in whole or in part in the event that all or any part of the Prize is unavailable.

The Winner must fulfill the following requirements:

Complete both step 1 and 2 set out in the Online Entry Requirements section in these Rules,

The Feature Resident Winner must be an existing tenant in good standing at a KGPM property. Failure to be deemed a suitable tenant will result in forfeiture of the Prize and no further prize will be substituted.

All decisions by KGPM with respect to all aspects of the Contest are final. If a Winner withdraws their acceptance of the Prize due to any circumstance or refuses to complete any necessary forms required by these Rules or otherwise fails to

comply with these Rules, or the Winner refuses, fails or neglects to accept the Prize as awarded by the stipulated date, such Winner may be disqualified (as determined by KGPM in its sole and absolute discretion). Upon disqualification, the Winner loses all rights and claims to the Prize and KGPM reserves the right in its sole discretion to select an alternate Contest Entry as the new Winner or to not award the Prize and in such case, no further prize will be substituted.

CONTEST ENTRY SUBMISSION GUIDELINES

A Contest entry must not infringe on any third party's privacy or other rights.

KGPM reserves the right in its sole and absolute discretion at any time to require proof from a Contestant in a form and in such content satisfactory to KGPM (including without limitation, a statutory declaration or other legally binding document or written consent from the third party, to ensure that there has been compliance with the submission guidelines and the remainder of these Rules.

PRIZE CLAIM

KGPM will attempt to contact the Winner at the email address and / or telephone number provided in their entry by Oct 15, 2019 or within one (1) month after the Contest Entry Closing Date, to advise that their entry has been selected as a Prize winner.

In order to be declared the Winner, the Winner must:

(a) Respond by telephone call to the contact number or email provided in the notification within five (5) business days of the notification. If the Winner cannot be reached at the telephone number or email address provided in the official entry form, or if within five (5) business days the Winner does not respond to the notification, then all of his or her rights to the Prize shall be forfeited and KGPM reserves the right in its sole and absolute discretion to select a new Winner by means of the same selection process. If the second Winner cannot be contacted or does not respond by telephone or email within five (5) business days from the notification, all of his or her rights to the Prize shall be forfeited and KGPM may at its sole and absolute discretion select a new Winner or to not award the Prize and in such case, no further prize will be substituted.

(b) Provide identification in a form satisfactory to KGPM to prove the selected Contestant is the person who submitted the official online entry.

(c) Complete and sign a declaration and release (hereinafter the "Declaration Form") that confirms the Contestant's eligibility to enter the Contest, compliance with the Rules, acceptance of the Prize as offered; a release of KGPM and its officers, directors, agents and employees from any and all liability for any loss, damage or expense as a result of the Contestant's participation in the Contest and use of the Prize; granting to KGPM a right to publish the name, likeness, picture, recording, voice, writings and ideas of the Contestant, for advertising and promotional purposes; granting to KGPM all rights, entitlement and interest of the Contestant and any third party referred to or included in the Contest entry to KGPM absolutely; and agreeing to indemnify and save KGPM and its officers, directors, employees, agents, representatives and assignees from and against any and all liability in connection with the Contest including, without limitation, any and all personal injury or property damage that may occur in the course of fulfilling the Prize, the awarding and use or misuse of the Prize and the use or misuse of the Contest entry. The executed Declaration Form(s) must be returned to KGPM within five (5) business days of the notification provided to the Winner or the Winner will be disqualified and any Prize will be forfeited by them.

In default of observing any of the conditions mentioned above or any other conditions stipulated in these Rules, the Winner will be disqualified and the Prize that would have been awarded will be forfeited. Upon receipt of the duly completed and signed Declaration Form, KGPM will contact the Winner in order to inform him or her on how to collect the Prize.

PERSONAL INFORMATION

By submitting an entry to the Contest, the Contestant agrees that KGPM may from time to time, collect, use and disclose the Contestants' personal information for the following purposes:

- (a) Administering the Contest
- (b) Communicating with a Contestant so he/she can take possession of the Prize;
- (c) Communicating with the Contestant directly in relation to goods and services offered by KGPM, including special offers and information on KGPM services;
- (e) Advertising and promoting KGPM services to third parties through the use and publication of Contest entries.

The Contestant shall indicate whether he/she consents to his/her personal information provided on the entry form being used by checking the box to this effect on the official entry form. For further information regarding the use of personal information by KGPM as described in the Policy regarding the protection of personal information and the right to privacy adopted by KGPM and its affiliates, the Contestant is invited to visit www.kelsongroup.com.

GENERAL CONDITIONS

By entering the Contest each Contestant agrees to be bound by the Rules and the interpretation given to them by KGPM and represents and warrants that any Contest entry submitted complies with the Rules. Contest entries must not contain any threatening, defamatory, obscene, scandalous or inflammatory material or violate the privacy of any other person.

KGPM reserves the right in its sole and absolute discretion to disqualify a Contestant or cancel his/her entry if he/she enters or attempts to enter this Contest in a manner that does not comply with these Rules. This Contestant may be turned over to the appropriate judicial authorities. Any decision of KGPM regarding this aspect of the Contest is final.

Each Contestant that submits a Contest entry represents and warrants that the Contest entry contains original material and is not subject to any copyright, license, or rights or restrictions in favour of any third person and that the Contestant has obtained from any third party referred to or included in the Contest entry, all necessary rights and consents (including those from a parent or legal guardian if a third party is under the age of majority) to refer to or include that third party in the Contest entry and to allow KGPM the right to make use of the Contest entry in all manners contemplated by these Rules. By submitting a Contest entry, for no additional compensation the Contestant irrevocably and absolutely transfers, assigns and grants to KGPM and its successors and assigns, all of the copyright in and to the Contest entry and all other intellectual property and other proprietary rights incidental thereto of the Contestant and any third party included or referred to therein, including without limitation, all rights to reproduce, publish, distribute, sell and otherwise use the Contest entry for any purpose including without limitation, for the purpose of promoting and advertising KGPM and its products and services. By entering the Contest, each Contestant releases and agrees to hold harmless, KGPM and its officers, directors, agents and employees from any liability for loss, damage, of any nature or kind sustained by the Contestant as a result of the use or misuse of a Prize, participation in the Contest or a breach of these Rules, and agrees to indemnify KGPM, its officers, directors, agents, and employees from any claims made by a third party that relates to the Contest.

By entering this Contest, all Contestants agree, without receiving any additional compensation, to the use of his/her name, address, city, province, voice, comments, photographs and/or other likeness for advertising and promotional purposes by KGPM.

KGPM reserves the right to cancel this Contest at any time for any reason without providing prior notice, including without limitations in the event a computer virus or other technical problem corrupts the administration, security, or proper play of the Contest.

This Contest is subject to federal, provincial and municipal laws, regulations and by-laws. The Contest is void where prohibited.

Any forms that are incomplete, received after the Contest Entry Closing Date, lost, irregular in any way or sent by an unauthorized method shall be deemed null and void and will not be accepted as eligible for the draws.

The Contest is administered by KGPM. KGPM will assume no responsibility for any problem, failure or technical malfunction of a network line, online computer system, peripheral telephone, software, server, provider, email or browser or any other technical malfunction that may occur, including, but not limited to, a problem of transmission or non-transmission, for any reason whatsoever. KGPM is not responsible in any way for erroneous or inaccurate information, whether caused by website users or by the equipment and/or programs associated with or used by the Contest or by a technical or human error that may have occurred in conducting the Contest. KGPM assumes no responsibility for any error, omission, interruption, loss or fault relating to operation or transmission, failure of communication lines, loss or destruction. KGPM is not responsible for any injuries or damages that may result from the holding of the Contest. KGPM reserves the right to destroy all the documents pertaining to the Contest once the retention period as required by law has expired. KGPM reserves the right, at its sole discretion, to cancel, modify or postpone the Contest at any time, without prior notice, if any factor prevents the holding of the Contest pursuant to these Rules or in accordance with any law, regulation, by-law or policy of any entity having jurisdiction over KGPM.

By entering the Contest, the Contestant acknowledges having read and understood these Rules and agrees to be bound by them and to comply with them. The Contestant declares that the Rules are understandable and reasonably available for consultation.

The Winners' names will be published on KGPM's website, kelsongroup.com/kelsonlivebetter