

## PARTICIPANT TERMS AND CONDITIONS

**THESE TERMS AND CONDITIONS INCLUDE A RELEASE OF CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT. PLEASE READ CAREFULLY.**

These Terms and Conditions ("**Terms**") govern your participation in the Design Delish ("**Event**") made available by QuadReal Property Group Limited Partnership ("**QuadReal**", "**we**" or "**us**") and the Pamper in Prosperity Contest (the "**Contest**").

### 1. Contractual Relationship

These Terms are a legally binding contract between you and QuadReal. By participating in the Event, you agree to be bound by these Terms. If you do not agree to these Terms, or cannot comply with these Terms, you may not participate in the Event.

Our collection and use of personal information in connection with the Event will be treated in accordance with QuadReal's privacy policy which can be accessed at <https://www.bayviewvillageshops.com/privacypolicy>.

These Terms will be exclusively governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

### 2. Participation in the Event

**Participation.** To participate in the Event you must be 18 years of age or older or, if alcohol is included in the Event, you must be 19 years of age or older. You must comply with these Terms and all applicable laws. We retain the right, in our sole discretion, to terminate your participation in the Event at any time for breach of these Terms.

**Registration and Payment.** You must register for the Event through the online registration system designated by QuadReal. If a participation fee is required (the "**Participation Fee**"), you must submit payment of the Participation Fee at the time of registration. If a Participation Fee is required, you will not be entitled to participate in the Event until full payment has been received by us. The Participation Fee is non-refundable unless the Event is cancelled by us for any reason, in which case we will refund the Participation Fee to you with no further liability whatsoever arising from such cancellation.

**Supplies.** Where supplies are included with your registration for the Event (the "**Supplies**"), you will be required to pick up the Supplies at the location and time designated by us. You will need to present proof of registration to pick up the Supplies. We are under no obligation to remake or refund the Participation Fee if you do not pick up the Supplies when indicated. Where cooking supplies are not included with your registration for the Event, you are responsible for procuring the required cooking supplies in advance of the Event.

### 3. Prize Giveaway

**Prize Giveaway:** The Contest is governed by the Terms (the "**Contest Rules**"). The Contest is subject to all federal, provincial and local laws and regulations, and is void where prohibited by law.

**Who Can Enter.** The Contest is open to any Canadian citizen or permanent resident of Canada residing in any province or territory of Canada (excluding, without limitation, any resident of the Province of Québec) who has reached the age of majority in their province or territory of residence and who is registered for the Event. Individuals associated with the Contest, including employees of QuadReal, St. Joseph's Media, Tabulè Middle Eastern Cuisine, Oliver & Bonacini Hospitality, Goa Indian Farm Kitchen, Bloomer's, Brian Bailey, Vivian Shyu or Dust of Gods (collectively, the "**Contest Partners**") and tenants and occupants of the shopping centre known as "Bayview Village", 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.

**Contest Period.** The Contest begins on June 1, 2021. (EDT) and closes on June 12, 2021 at 7 p.m. (EDT) (the "**Contest Period**").

**How to Enter.** During the Contest Period, the entrant will enter the Contest online at <https://designdelish.eventbrite.ca> (the "**Site**") by registering for the Event (the "**Official Entry Form**"). Each entrant will receive a session Zoom link (via email) to which they must participate by logging onto the session for the full duration to be eligible for the daily contest prize giveaway. 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 Contest 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 Contest Rules will be disqualified and forfeits any and all prizes won, at QuadReal's sole discretion.

**Contest Prizes.** There will be four prizes to be won in total, one at each live event session (each a "**Prize**", and collectively, the "**Prizes**"): the first Prize is a Tabulè Middle Eastern Cuisine gift card (C\$100), the second Prize is a Parcheggio Ristorante gift card (C\$100), the third Prize is a Goa Indian Farm Kitchen gift card (C\$100), and the fourth Prize is a Bloomer's gift card (C\$100).

**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; (c) no substitutions, cash equivalents or redemptions will be made; (d) Prizes may not be sold, bartered, transferred or assigned, and are non-refundable; (e) Prizes are not convertible to cash; (f) any unused or unclaimed portion of Prizes will be forfeited and have no cash value; (g) 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; (h) QuadReal reserves the right to substitute the Prize, in whole or in part, with a prize or price component of equal or greater value if the Prize or Prize component cannot be awarded for any reason.

**How to Win.** All eligible Official Entry Forms who log onto each Zoom link will be entered into a random draw on the date of the Event from which one entrant will be randomly drawn and be eligible to be the daily Prize winner (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 (and, in the case of the Instagram Draw, from among all remaining eligible Official Entry Forms of Instagram Entrants). 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.

**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.

**General.** The following additional terms apply to the Contest: (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 on the Site; (e) although the Contest may be communicated, promoted, or administered by means of a third party social media or social networking service or site (including Instagram) or other website (each a “**Third Party Service**”), the Contest is in no way sponsored, endorsed or administered by, or associated with, any Third Party Service (including Instagram); 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 below) 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.

**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 referenced in section 1 above. 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.

**Winners.** For a list of Winners, please send a self-addressed stamped envelope requesting the winner's name on or before June 30, 2021 to QuadReal Property Group Limited Partnership, 2901 Bayview Avenue, Toronto, Ontario M2K 1E6, Attn: Rachael Tang.

**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.

**Contest Disclaimers.** 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, in this Section 3 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. 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". These disclaimers are in addition to any other disclaimers and limitation of liability set out in these Terms.

#### **4. General Disclaimers and Limitation of Liability**

**DISCLAIMER. QUADREAL DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, WHERE SUPPLIES ARE INCLUDED WITH REGISTRATION FOR THE EVENT, WE MAKE NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE**

QUALITY, SUITABILITY OR AVAILABILITY OF THE SUPPLIES. YOU AGREE THAT WE HAVE NO LIABILITY TO YOU FOR ANY PROBLEMS CAUSED BY THE SUPPLIES INCLUDING IF THE SUPPLIES CAUSE ILLNESS, ALLERGIC REACTION OR ANY OTHER ADVERSE CONDITION OR INJURY. YOU ACKNOWLEDGE THAT QUADREAL RELIES UPON THIRD PARTY PROVIDERS IN DELIVERING CERTAIN ASPECTS OF THE EVENT INCLUDING, BUT NOT LIMITED TO, PROCESSING PAYMENT, EVENT REGISTRATION, TECHNOLOGY PLATFORMS, AND THE PREPARATION OF SUPPLIES, AND YOU AGREE THAT WE MAKE NO REPRESENTATION, WARRANTY OR GUARANTEE REGARDING SUCH THIRD PARTY PROVIDERS AND THEIR PRODUCTS OR SERVICES AND HAVE NO LIABILITY TO YOU ARISING FROM ANY PRODUCTS SUPPLIED OR SERVICES PERFORMED OR ANY REPRESENTATION OR WARRANTY, IF ANY, MADE BY SUCH THIRD PARTY PROVIDERS.

ASSUMPTION OF RISKS. YOU AGREE TO ASSUME ALL RISKS AND HAZARDS OF PARTICIPATING IN THE EVENT INCLUDING, WITHOUT LIMITATION, NEGLIGENCE ON THE PART OF QUADREAL OR ANY OF ITS AFFILIATED ENTITIES AND THEIR RESPECTIVE EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, SPONSORS, SUCCESSORS AND ASSIGNS AS WELL AS ANY INSTRUCTORS, GUIDES, FACILITATORS OR VOLUNTEERS AS MAY BE PROVIDED OR MADE AVAILABLE. YOU UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF QUADREAL TO SAFEGUARD OR PROTECT YOU FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE EVENT.

RELEASE OF LIABILITY. YOU AGREE TO WAIVE ANY AND ALL CLAIMS AND TO RELEASE QUADREAL FROM ANY AND ALL LIABILITY FROM ANY LOSS, DAMAGE, EXPENSE OR INJURY, INCLUDING DEATH, THAT YOU MAY SUFFER AS A RESULT OF PARTICIPATING IN THE EVENT, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT (OR EQUIVALENT PROVINCIAL LEGISLATION) ON THE PART OF QUADREAL. YOU UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF QUADREAL TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE EVENT.

THE LIMITATIONS AND DISCLAIMERS IN THE TERMS DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.