



## APPENDIX F

# Earth Week Contest

## OFFICIAL CONTEST RULES AND REGULATIONS

Open to residents of Ontario ONLY

**NO PURCHASE NECESSARY:** Enter to win 1 (one) Earth Week Prize Pack (the “Prize”). The Earth Week Contest (the “Contest”) is sponsored by The Cadillac Fairview Corporation Limited (“Cadillac Fairview”)(the “Sponsor”) 20 Queen Street West, 3rd Floor, Toronto, ON, M5H 3R3. The Contest will run from April 22, 2019 at 8:00 am EST and will close on May 3, 2019 at 11:50 pm EST (the “Contest Period”). The Contest is not sponsored by or associated with Instagram or Facebook.

**1. ELIGIBILITY:** To enter and to be eligible to win, the individual entrant must: (i) be a resident of Ontario, Canada at the time of entry, (ii) be 18 years of age or older at the time of entry and (iii) not an employee of the Sponsor, its affiliated companies or agents, its respective advertising or promotional agencies or the independent contest organization or a member of any such employees’ immediate family (regardless of where they live) or persons with whom they are domiciled (whether related to the employee or not). In these Official Rules “immediate family” includes mother, father, brothers, sisters, sons, daughters, partner or spouse. All photo submissions become the property of the Sponsor. Entrants must have the prior consent of all subjects who are visible in each photo submission.

**2. HOW TO ENTER THE CONTEST:** NO PURCHASE NECESSARY. To be eligible for an entry into the Contest, the entrant must: Complete the online entry form at [tdcsustainability.com](http://tdcsustainability.com) (i) with your full name, (ii) valid e-mail address, (iii) confirm you are 18 years of age or older at the time of completing the Entry Form and (iv) that you have read and agree to the Official Contest Rules and Regulations and to Cadillac Fairview’s Privacy Policy .

**BY SUBMITTING AN ENTRY YOU ARE REPRESENTING AND WARRANTING THAT YOUR ENTRY COMPLIES WITH ALL CONDITIONS STATED IN THESE OFFICIAL RULES.**

**3. ENTRY LIMIT:** Only one (1) entry per person.

This Contest is in no way sponsored, endorsed or administered by, or associated with Instagram or Facebook.

If it is discovered that any person has attempted to use multiple names, identities, e-mail addresses, social media accounts or phones to enter the Contest; then (in the sole and absolute discretion of the Sponsor) he/she may be disqualified from the Contest.

The Sponsor reserves the right to reject an entry, in its sole discretion, that may be deemed offensive, distasteful or inappropriate.



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All Entries are subject to verification. The Sponsors reserve the right, in their sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsors – including, without limitation, government issued photo identification) to award this Contest. Failure to provide such proof in a timely manner may result in disqualification. The sole determinant of the time for the purposes of a valid Entry in this Contest will be the contest server machine(s) record of time.

**4. PRIZE: 1 (one) of 3 (three) Earth Week Prize Pack (the “Prize”)** including one (1) Hidrate bottle, one (1) Bento Box, one (1) reusable tea bag, one (1) reusable coffee cup, one (1) reusable straw, valued at \$250. The Prize (to be chosen at random) is subject to certain Terms and Conditions. Prize is available to all Ontario residents .The Prize must be accepted as awarded without substitution and is not transferable. The Sponsor reserves the right in the event that the Prize or any component of the Prize cannot be awarded as described for any reason, to substitute another prize or component of the prize of equal or greater value, without liability.

**5. ONE-TIME DRAW:** A random draw from all eligible entrants will be made on May 10, 2019 at 12 pm EST(the “Prize Draw”). The Prize Draw will be conducted by a representative of the Sponsor from among all eligible entries received prior to the Prize Draw. There will be three (3) winners from all eligible entrants received during the Contest Period.

By entering the contest you confirm you are 18 years of age or older that you are a resident of Ontario, Canada and that you have read and agree to these Official Contest Rules and Regulations and Cadillac Fairview’s [Privacy Policy](#). The odds of winning a Prize depend on the total number of eligible entries received prior to a Prize Draw. If for any reason there are no entries for a particular Prize Draw, the Prize for that day will not be awarded. Entries will be carried over into the following Prize Draw.

**6. AWARDING OF THE PRIZE:** To be declared the Winner, the selected entrant will be contacted using the e-mail address in which the entrant provided to enter the Contest within two (2) business days from the Draw Date. The entrant will be required to correctly answer a skill-testing question without any assistance, and respond to the e-mail within three (3) business days.

The entrant will be required to agree and sign to a Declaration and Waiver form upon or prior to receiving the Prize. The Prize must be accepted as awarded without substitution and are not transferable. The Sponsor reserves the right in the event that the Prize or any component of the Prize cannot be awarded as described for any reason, to substitute another prize or component of a prize of equal or greater value, without liability. If the selected entrant does not respond within one (1) day, the Prize will be forfeited. The Sponsor will not be responsible for failed attempts to reach the Winner.

**7. DECLARATION AND RELEASE FORM:** The selected entrant will be required to sign a Declaration and Release Form (the “Release Form”) confirming compliance with the Official Rules, acceptance of the Prize(s) as awarded, without substitution, and releasing the Sponsor and affiliated and related

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companies, licensees, the Prize suppliers, Prize sponsors, and their respective officers, directors, employees and agents, including, without limitation, their advertising and promotional agencies and the independent contest organizations (“Sponsor and Affiliates”), from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession and/or use or misuse of any Prize and acknowledge that the Sponsor and Affiliates have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied in fact or in law, including but not limited to its quality or fitness for a particular purpose. The Release Form must be signed within the time period specified on the Release Forms or the Prize may be forfeited.

**9. GENERAL:** By entering the Contest, entrants agree to abide by these Official Rules and the decisions of the independent contest organization with respect to all aspects of the Contest, the Sponsors, which decisions are final.

The Sponsor and the independent contest organization accept no responsibility for loss, damage or claims caused by or resulting from the Contest or acceptance of a Prize. The Sponsor will not be responsible for late, lost, illegible, incomplete, falsified or destroyed entries and all such entries are void. Entries that have been falsified, tampered with or altered are void. The Sponsor and the independent contest organization will not be liable for any failure of the Contest Website or any other platform used to manage the Contest, do not assume any responsibility for incorrect or inaccurate capture of entry information, technical malfunctions, human or technical error, printing errors, lost, delayed or garbled data or transmissions, omission, interruption, deletion, defect or failures of any telephone or computer lines or networks, computer equipment, software or any combination thereof. Entry material/data that have been tampered with or altered are void. In the event it is determined that an entrant has entered in a fashion not sanctioned by these rules and/or has violated the terms of use, the entrant will be disqualified and all of the entries submitted by the entrant will be disqualified. The use of an invalid social media account will disqualify the entry. In the event of a dispute, entries will be deemed to have been submitted by the authorized account holder of the social media account submitted at the time of entry. “Authorized account holder” is defined as the person who is assigned an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. If the identity of an entrant is disputed, the authorized account holder associated with the social media account at the time of entry will be deemed to be the entrant. A selected entrant may be required to provide proof that he/she is the authorized account holder of the social media account associated with the selected entry.

The Sponsors reserve the right, to terminate or amend this Contest at any time and in any way, without prior notice. Without limiting the foregoing, if, for any reason, the Contest is not capable of running as originally planned, such as tampering, the Sponsors reserve the right, to cancel the Contest and conduct the draw from all previously received eligible entries received by the end of the Contest Period. The Sponsors and the independent contest organization shall not be held responsible for any problems, errors or negligence that may arise or occur in connection with the Contest.

By entering and accepting the Prize(s), each winner consents to the use of his/her name, address (city and province) and/or photograph without further remuneration, in connection with any publicity carried out by or on behalf of the Sponsor with respect to the Contest.



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Without limitation, the Sponsor reserves the right to administer an alternate skill-testing question to entrants as it deems appropriate to address discrimination or disability issues.

In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any of the Contest materials and these Official Contest Rules, these Official Contest Rules shall prevail, govern and control.

All entries become the permanent property of the Sponsor and none will be returned. No correspondence will be entered into, except with the selected entrants. The Contest is subject to all applicable federal, provincial and municipal laws.

**10. NOTICE CONCERNING PRIVACY:** The Sponsors respect your right to privacy. Personal information collected from entrants will only be used by the Sponsor to administer the Contest and fulfill any prize requirements and, only if consent is given at the time of entry, to provide the entrants with information regarding upcoming promotions and/or events from the Sponsor. For more information regarding the manner of collection, use and disclosure of personal information by the Sponsors, please refer to the Sponsor's [Privacy Policy](#).

**11. NOTICE CONCERNING:** The Contest is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram. By entering this Contest you understand that you are providing your information to the Sponsor and the third parties it has engaged to assist it in administering the Contest and not to Facebook or Instagram. The information you provide will only be used in accordance with the Sponsor's Privacy Policy. The owners and operators of Facebook or Instagram are completely released from all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be direct to the Sponsor and not to Facebook or Instagram.