

CUSTOMER SURVEY  
OFFICIAL CONTEST RULES

**Contest Period and Sponsor:**

1. The “**Contest Period**” begins at 9:30:00 A.M. Eastern Standard Time (EDT) on July 27, 2020 and will end at 11:59:59 P.M. (EDT) on August 10, 2020 (the “**Contest Closing Date**”). The sole determinant of time for the purposes of this Contest, including receipt of a valid Submission, will be the Contest computer servers. Proof of transmission (screenshots or captures, etc.) or attempted transmission does not constitute proof of delivery or receipt by the Contest computers servers.
2. Morguard Investments Limited is the “**Sponsor**” of the Contest. This Contest is in no way sponsored, endorsed or administered by, or associated or affiliated with Twitter, Facebook or Instagram.

**Eligibility:**

3. To enter, you must (a) be a legal Canadian resident; (b) residing in Canada during the Contest Period and when partaking in the Prize; and (c) have reached the age of majority in your province or territory of residence at the time of entry. You are not eligible if you are an employee, officer, director, agent or representative of Sponsor, its affiliates (including parent, sister, related and subsidiary companies), or other party in any way involved in the development or administration of this Contest, including advertising, promotional or public relations agencies, suppliers of materials or services related to the Contest, or a member of the immediate family (spouse, including common law, parent, sibling or child, regardless of where they reside) or household member of any such employee, officer, director, agent or representative. Groups, associations and entities cannot participate.

**How to Enter:**

4. No purchase necessary. A purchase does not increase your odds of winning. There are two (2) ways to earn an entry, either by (i) completing the Customer Survey or (ii) submitting an Essay Entry (collectively, the “**Entry**”). **During the Contest Period, you may earn a maximum of one (1) Entry, regardless of method of entry.**

(a) **Customer Survey Entry.** To enter, visit the “**Survey Website**” at [placerosemere.com](http://placerosemere.com). This link may have been sent to you by email and it is also posted to the Facebook page of participating malls owned by Sponsor. You are required to enter your name, email address, postal code and phone number and you must answer all mandatory survey questions. Any attempt by any entrant to enter by using multiple/different email addresses, identities, registrations, or any other methods will void that entrant’s Entries and that entrant may be disqualified, at the sole discretion of Sponsor. Use of any automated system to participate is prohibited and will result in disqualification.

(b) **Essay Entry:** From your email account, write an essay of up to 50 words (in French or English) about the fun of Shopping. Email your essay to [atushingham@morquard.com](mailto:atushingham@morquard.com). Your essay must be original to you and not copied or otherwise mechanically reproduced. You must provide your full name, email address, postal code, and phone number. The Essay Entry must be received by the **Contest Closing Date** to be eligible for entry.

5. **LIMIT: MAXIMUM ONE (1) ENTRY PER PERSON DURING THE CONTEST PERIOD, REGARDLESS OF METHOD OF ENTRY – EITHER ONE (1) CUSTOMER SURVEY ENTRY OR ONE (1) ESSAY ENTRY.**

6. Entries that are late, lost, stolen, illegible, damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular, mechanically reproduced, submitted using robotic, automated, programmed, unauthorized, prohibited or illicit means, contain false or invalid information, included in a bulk-drop off (e.g. multiple Entries submitted by the same entrant), submitted on behalf of another person, or Entries that do not conform with or satisfy any or all of the conditions these Rules as determined by Sponsor (collectively, “**Ineligible and/or Invalid Entries**”), in its sole and absolute discretion, may be judged void. All Entries become the property of Sponsor upon receipt and none will be returned.
  
7. **Rules Regarding Essay Entry:** Each Essay Entry must be written and submitted by you, personally, giving your own original comments for the purposes of this Contest. Copying from someone else, or modifying, enhancing or altering someone else’s pre-existing work does not qualify as original. You must not violate the rights of any third party. For example, you must not defame, infringe or violate publicity or privacy rights of any person, living or deceased, or otherwise infringe upon any person’s, entity’s or organization’s personal or proprietary rights, including but not limited to, intellectual property rights. Without limiting the generality of the foregoing, with the exception of Sponsor’s trademarks, your Essay Entry must not contain, mention, depict, refer or otherwise allude to the name or trademark of any third-party or any identifiable third parties. Your Essay Entry must not have been published previously, used commercially, submitted prior to this Contest or during this Contest to another contest or promotion or won any other award; must be appropriate for the Contest and all ages, in “good taste” and in keeping with Sponsor’s image, as determined by Sponsor in their sole and absolute discretion. For example, and without limitation, your Essay Entry must not be sexually explicit or offensive, obscene, indecent, profane, discriminatory, hateful, harassing, threatening, disparaging, defamatory, tortious, slanderous, or libellous or instigate others to commit illegal activities as determined by Sponsor and/or the independent contest organization, in their sole and absolute discretion; and must not contain any commercial content that promotes any product or service other than those offered by Sponsor. Sponsor reserves the right to reject your Essay Entry and judge it void or disqualify it and you at any time, without notice to you, if, in the opinion of Sponsor, acting in its sole and absolute discretion the Essay Entry does not comply with these Official Contest Rules, or could potentially expose Sponsor to lawsuits, embarrassment, adverse publicity or otherwise reflect unfavourably on Sponsor.
  
8. **Granting Of Rights:** By submitting an Entry, each entrant: (1) represents, warrants and undertakes to Sponsor that his/her Entry complies with these Official Contest Rules; (2) irrevocably grants to Sponsor a non-exclusive license to use, publish, display, produce, reproduce, perform, convert, adapt, publicly present, communicate to the public, assign, sub-license, edit, dispose of, modify or otherwise use such Entry and any concepts embodied therein, in whole or in part, in any way, in commerce, and in any and all media worldwide in connection with the Contest, including, without limitation, for advertising or promoting the Contest, and in perpetuity, without limitation, review, notice, approval or compensation; (3) irrevocably waives all moral rights in and to the Essay Entry in favour of Sponsor; (4) agrees not to upload, download, distribute, disseminate, copy, reproduce the Essay Entry or otherwise cause the Essay Entry to be on any public website other than the Contest Website; and, (5) represents and warrants that the Essay Entry does not contravene or infringe on anyone else’s copyright or other intellectual property, does not contain any false, inaccurate or misleading material, does not violate any law or regulation, and does not contain any viruses, worms, or other computer programming intended to or that could interfere with the ability of others to enjoy the Contest Website.

**Random Draw and Winner Confirmation:**

9. A random draw will be held on or about August 11, 2020 at 11:00 AM ET in Toronto, ON from all Entries received during the Contest Period.

**Odds of winning a Prize depend on the total number of Entries received during the Contest Period.**

10. The selected entrant will be notified by email and/or telephone within five (5) business days of the draw. To be confirmed a winner, selected entrant must: (a) respond to the email and/or telephone notification within five (5) business days of it being sent; (b) correctly answer, without assistance of any kind, a time-limited, mathematical skill-testing question; (c) be in full compliance with these Official Contest Rules, and if required by Sponsor, provide proof of identity; (d) complete, execute and return a Declaration of Compliant with Official Contest Rules and Full Release of Liability and Consent to Publicity Form ("**Form**") within ten (10) business days (see Rules 15 and 16 below); and (e) provide her or her complete mailing address. Proof of identity, including proof that selected entrant is the authorized account holder of the email address associated with the selected Entry, must be provided upon request. If any selected entrant cannot be contacted and confirmed a winner as above, at Sponsor's sole and absolute discretion, his/her entitlement to receive a prize may be forfeited, and Prize may be awarded to an alternate eligible entrant. Sponsor will not be responsible for failed attempts to contact a selected entrant.
11. **Prize: There is a total of one (1) Prize available to be won, consisting of two (2) gift cards to the Morguard mall selected by the winner (excluding East York Town Centre and Holt Renfrew Centre), each gift card is valued at \$500 CAD. Approximate retail value is \$1,000 CAD.**
12. **Prize Conditions:** The following general conditions apply to a Prize:
  - (a) Prize must be accepted as-is and as-awarded without representation, warranty or guarantee of any kind, and is not transferable, assignable and/or convertible to cash, except as expressly stated in these Official Contest Rules or at Sponsor's sole and absolute discretion. The Prize winner is solely responsible for all costs not expressly described as included herein;
  - (b) No substitutions except at Sponsor's sole and absolute discretion. For example, Sponsor may substitute a Prize of equal or greater value (based on the approximate retail value of the Prize as stated in the Official Contest Rules), if a Prize cannot be awarded as described for any reason; and
  - (c) Any Prize not claimed will be forfeited. The Prize will be sent to the Prize winner's residence by courier to the complete mailing address provided during Winner confirmation. Sponsor shall not be liable for any Prize that is lost, misdirected or does not arrive at the Prize winner's residence due clerical errors made by the Prize winner when providing his or her mailing address. The Prize will must be delivered to a residential address and will not be delivered to P.O. boxes.

**Conduct:**

13. By participating in the Contest, you acknowledge that you have read and understood these Official Contest Rules and agree to abide and be bound by them and all decisions of Sponsor, which shall be final and binding, without right of appeal, in all matters relating to this Contest and the awarding of the Prize.
14. Sponsor reserves the right, in its sole and absolute discretion, to disqualify any entrant that it finds to be: (a) violating the Official Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest; (c) acting in an unsportsmanlike or

disruptive manner; or (d) attempting to undermine the legitimate operation of the Contest. Any prize inadvertently awarded to a selected entrant who ought to have been disqualified by these Official Contest Rules may be reclaimed by Sponsor. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANYTHING ASSOCIATED WITH THIS CONTEST OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, AND TO BAN OR DISQUALIFY AN ENTRANT FROM THIS AND FUTURE CONTESTS.

**Release of liability / Consent to publicity:**

15. By entering the Contest, you: (i) confirm compliance with the Official Contest Rules; (ii) confirm that if you are confirmed a winner, you consent to the use of your name, city, comments or statements regarding the Contest, photographs, voice, image and/or other likenesses and all other indicia of personality, for publicity, general news, entertainment, advertising and informational purposes by Sponsor and its affiliates (including, without limitation, any parent, sister, related and subsidiary companies),, including any publicity carried out with respect to the Contest, without further notice or compensation; and (iii) release Sponsor, its affiliates (including, without limitation, any parent, sister, related and subsidiary companies), suppliers of materials or services related to the Contest, the entities and individuals that operate, own and/or control the Morguard Shopping Centres and any parties in any way involved in the development or administration of this Contest (including advertising, promotional and public relations agencies), and all of their respective employees, directors, officers, shareholders, agents, representatives, partners, licensees, successors and assigns (collectively the "**Releasees**") from and against any and all manner of action, causes of action, suits, debts, covenants, contracts, claims, liabilities, demand or damages (including legal fees and expenses), of any nature or kind, arising out of, or in connection with your participation or attempted participation in the Contest and the awarding or use of a prize, including as set out below in the **Limitation of Liability** section.

**Limitation of liability:**

16. Releasees do not accept or assume any responsibility for, and each entrant releases Releasees from any and all claims, actions, damages, loss, injury, costs, demands and liabilities of whatever nature or kind arising in connection with the Contest and/or the Prize including, without limitation, the administration of the Contest, participation or attempted participation in the Contest, the selection and confirmation of the winner, and the awarding and use of the Prize. Without limiting the generality of the forgoing, Releasees are not responsible for (i) the incorrect or inaccurate capture of Entry information; (ii) Ineligible and/or Invalid Entries; (iii) any failure of, errors, or problems with websites, processes or materials associated with the Contest, including any website feature, howsoever caused, including without limitation, any human or technical errors or malfunctions, lost, delayed or garbled data, transmissions, omissions, interruptions, deletions, defects or failures of any telephone or computer lines or networks, technical malfunctions of any computer on-line systems, servers, access providers, computer equipment, software, technical problems or traffic congestion on the Internet or at any website, postal delays, strikes or failures, (iv) injury or damage to an entrant's or any other person's computer related to or resulting from participating in the Contest; (v) any website functionality lost due to not having cookies enabled; or (vi) any errors, omissions, incorrect or inaccurate information in any Contest-related materials howsoever caused; (vii) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third party computer "hackers" or otherwise.

**General:**

17. This Contest will be run in accordance with these Official Contest Rules, subject to amendment by Sponsor and consent of the Régie des alcools, des courses et des jeux for Quebec. The English Official Contest Rules at [placerosemere.com](http://placerosemere.com) shall govern in the event of any inconsistency with other Contest-related materials.
18. In the event of a dispute over the identity of an online entrant, Entry will be deemed submitted by the authorized holder of the email account, as assigned by the internet access provider, online service provider, or other organization (e.g. business, educational institution, etc.) responsible for assigning email addresses for the domain associated with the submitted email address.
19. Sponsor, in its sole and absolute discretion, reserves the right, with the consent of the Régie des alcools, des courses et des jeux for Quebec, to modify or terminate the Contest and amend the Official Contest Rules at any time, without individual notice, and for any reason. In no event will more than the stated number of prizes be awarded.
20. All Entries become the property of Sponsor and none will be returned. No correspondence will be entered into except with the selected entrant.
21. This Contest is void where prohibited by law and is subject to all applicable laws and regulations. To the extent permitted by law, any dispute arising from this Contest will be determined according to the laws of the Province of Ontario, without reference to its conflict of law principles, and the entrants consent to the personal jurisdiction of the courts located in Toronto, Ontario and agree that such courts have exclusive jurisdiction over all such disputes.

**For Quebec Residents:**

22. Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling ("the Board"). Any litigation respecting the awarding of a Prize may be submitted to the Board only for the purpose of helping the parties reach a settlement.

**Privacy:**

23. Sponsor collects and uses entrants' personal information for the purpose of administering this Contest and awarding the Prize. The winner's name may be listed in Sponsor's materials. Entrants will receive no marketing communications unless they consent. Please see Sponsor's Privacy Policy here <http://morguard.com/privacy>.

**Intellectual Property:**

24. All intellectual property, including but not limited to trade marks, trade names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations are owned by the Sponsor and/or its affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.