

Snap. Share. Win. Giveaway

Bow Valley Square

CONTEST RULES

THIS CONTEST (THE “**CONTEST**”) IS ONLY OPEN TO RESIDENTS OF ALBERTA, CANADA (THE “**JURISDICTION**”) AND IS GOVERNED BY CANADIAN LAW AND THE LAWS OF THE PROVINCE OF ONTARIO.

THIS CONTEST IS NOT OPEN TO RESIDENTS OF QUEBEC.

NO PURCHASE NECESSARY.

SEE BELOW FOR FULL CONTEST DETAILS.

ENTRY OR ATTEMPTED ENTRY IN THE CONTEST AUTOMATICALLY (WITHOUT ANY OTHER ACTION OF ANY KIND BY ANY PERSON) AND IRREVOCABLY CONSTITUTES SUCH ENTRANT’S FULL AND UNCONDITIONAL ACCEPTANCE OF AND AGREEMENT TO BE LEGALLY BOUND BY THESE CONTEST RULES (THE “**CONTEST RULES**”).

This Contest is sponsored and operated by OPGI Management Limited Partnership and Oxford Properties Group (the “**Contest Sponsor**”). Manufacturers, distributors, suppliers, retailers or otherwise of Prizes (as defined below) are not sponsoring or operating the Contest.

WHEN THE CONTEST BEGINS AND FINISHES

1. Contest starts on Feb 7, 2023 at 9:00AM MT and ends on February 13, 2023 at 8:00AM MT

WHO IS ELIGIBLE AND NOT ELIGIBLE TO ENTER THE CONTEST

2. The Contest is open only to individuals (thereby excluding corporations, partnerships, trusts or any other persons other than individuals) who meet all of the following eligibility criteria:

- (a) the individual is a resident of the Jurisdiction on the date the individual enters the Contest;
- (b) the individual has reached the age of majority in his or her province or jurisdiction of residence on the date the individual enters the Contest;
- (c) if the individual has not reached the age of majority in such province or jurisdiction on the date the individual enters the Contest, if the individual is declared a Winner (as defined below), a parent or legal guardian of the individual signs the Release (as defined below) for and on behalf of the individual; and
- (d) the individual is not an Ineligible Participant (as defined below),

such individual being an “**Eligible Participant**”.

An employee or volunteer of a retailer in any mall owned or operated by an Oxford Property (as defined below) is an Eligible Participant (provided they meet the eligibility criteria above).

3. The Contest is not open to (and the following may not enter the Contest and are not eligible to enter the Contest or win the Contest):
- (a) a person other than an individual;
 - (b) an individual residing in the Province of Quebec;
 - (c) directors, officers, employees, representatives, contractors and agents (including, but not limited to, in connection with advertising, marketing or promotion) of the Contest Sponsor, OPGI Management Limited Partnership, Oxford Properties Group, all affiliates of any of the foregoing, the successors (including, but not limited to, by way of merger or amalgamation), assigns, executors and estate trustees of any of the foregoing;
 - (d) any individual in the immediate family of any director, officer, employee, representative, contractor or agent referred to in (c) (including, but not limited to, a mother, father, brother, sister, son, daughter, partner or spouse, including at common law); or
 - (e) any individual who is domiciled with any director, officer, employee, representative, contractor or agent referred to in (c),

each such ineligible person or individual, an **"Ineligible Participant"**.

- 4.
- (a) Whether an individual is an Eligible Participant or an Ineligible Participant shall be determined solely by the Contest Sponsor.
 - (b) If the Contest Sponsor determines an individual is an Eligible Participant but subsequently receives or obtains information or evidence that such individual is an Ineligible Participant, the Contest Sponsor may (in its sole determination) render such individual an Ineligible Participant (an **"Ineligible Participant Re-Determination"**). In the case of an Ineligible Participant Re-Determination, such individual shall return to the Contest Sponsor, at such individual's own cost and expense, all prizes awarded to such individual under the Contest in the same amount, form, condition or otherwise that such individual received it.
 - (c) If the Contest Sponsor determines an individual is an Ineligible Participant but subsequently receives or obtains information or evidence that such individual is an Eligible Participant, the Contest Sponsor may (in its sole determination) render such individual an Eligible Participant.

HOW TO ENTER

5. To enter the Contest, an Eligible Participant must during the Contest Period:

Instagram

- Take a photo with Valentine's display on +15 level of Bow Valley Square. Share this photo on Instagram or Facebook, and tag us @bowvalleysquare. Each shared photo with a tag @bowvalleysquare equals one entry.
 - Have a valid Instagram account. If you do not have one, you can register free of charge at www.instagram.com.
 - Comply with Instagram's Terms of Use at www.instagram.com

AND

Facebook

- Take a photo with Valentine's display on +15 level of Bow Valley Square. Share this photo on Instagram or Facebook, and tag us @bowvalleysquare. Each shared photo with a tag @bowvalleysquare equals one entry.
 - Have a valid Facebook account. If you do not have one, you can register free of charge at www.facebook.com.
 - Comply with Facebook's Terms of Use at www.facebook.com

OR

At any time during the Contest Period, attend in person at Bow Valley Square Concierge Desk, request a contest form and complete, sign and submit the form in person.

6. All entries must be made or submitted (as applicable) before the Contest Closing Time. Multiple posts, messages and tweets will not increase the chances of winning and may contravene the terms and conditions of such social media platforms.

It is the responsibility of each participant to ensure that the settings of their applicable social media account are configured such that the Contest Sponsor will be able to view their entry material and to contact them via direct message, as applicable.

7. TO ENTER THE CONTEST, AN ELIGIBLE PARTICIPANT IS NOT REQUIRED TO MAKE ANY PURCHASE OF ANY GOOD OR SERVICE, COMPLETE ANY TASK OR ACTION (OTHER THAN ENTERING THE CONTEST AS SET OUT ABOVE) OR PAY ANY CONSIDERATION.

PRIZE(S)

8. 3 prizes are available to be won:

Vendor	Gift	Approximate Value CAD\$
Wild Orchid	2 dozen red roses – must be claimed on February 14, 2023 during the vendor’s business hours	\$150
Bow Valley Athletic Club	Gift card to Lilley restaurant	\$100
Cork Fine Wines	Wine 2-pack	\$100

9. Each Prize must be accepted as awarded, is not transferrable and may not be converted into, substituted for or returned, exchanged or redeemed for cash, gift cards, reward points, a return, credit, reduction or discount on a prior or future purchase of goods or services or any other form or format other than the Prize in the form or format awarded, except at the choice of the Contest Sponsor. Each Prize will only be awarded to, and must be claimed by, the winner of such Prize named on the winning entry for such Prize. The Contest Sponsor may, in its sole discretion and without notice to You or any other person, substitute any Prize with one of an equal or greater approximate value, including a cash award (including where a Prize is unavailable). A Prize may not be exactly as described, illustrated or displayed. Each Winner (as defined below) must arrange for collection, delivery, assembly, storage and use of its Prize at its own expense. If applicable, each Winner (as defined below) is solely responsible for all costs associated with a Prize that are not expressly mentioned above as being included in the Prize.

ODDS OF WINNING

10. The odds of winning any Prize depends on the number of eligible entries received during the Contest Period and the number of Prize forfeitures.

PRIZE ALLOCATION

11. Prize allocation is to Alberta, Canada only.

DRAW

12. Winner will be chosen on Friday February 3, 2023 at 9:00AM MT by random draw from among all eligible entries submitted and received in accordance with these Contest Rules during the Contest Period (the “**Draw**”).

HOW TO BE DECLARED A WINNER AFTER AN ENTRY IS SELECTED

13. The Contest Sponsor or its representative will make a minimum of two (2) attempts to contact each Selected Entrant by Instagram or Facebook direct messages (depending on the winner's entry method) within 24hrs of the Draw Date. If a Selected Entrant cannot be contacted as outlined above, or if there is a return of any notification as undeliverable; then the Selected Entrant may, in the sole and absolute discretion of the Contest Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Contest Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate Selected Entrant from among the remaining eligible entries submitted and received in accordance with these Contest Rules during the Contest Period (in which case the foregoing provisions of this section shall apply to such newly selected Selected Entrant).

14. NO ONE IS A WINNER UNLESS AND UNTIL THE CONTEST SPONSOR OFFICIALLY CONFIRMS THEM AS A WINNER IN ACCORDANCE WITH THESE CONTEST RULES. To be declared the Contest winner by the Contest Sponsor for the Selected Entrant's respective Prize (a "**Winner**"), the Selected Entrant must:
 - (a) be an Eligible Participant (and, if required by the Contest Sponsor, deliver evidence satisfactory to the Contest Sponsor in its sole discretion ("**Eligible Participant Evidence**"));
 - (b) present to the Contest Sponsor photo identification confirming that the Selected Entrant is the Selected Entrant associated with the Selected Entry ("**Proof of Identification**") and the Contest Sponsor shall only view such identification for such purposes and the Contest Sponsor shall not retain or collect such identification or any contents of such identification;
 - (c) sign and deliver to the Contest Sponsor a declaration of eligibility and release (the "**Declaration of Eligibility and Release**") in the form provided by the Contest Sponsor which shall, among other things, release the Contest Sponsor, OPGI Management Limited Partnership and Oxford Properties Group (each an "**Oxford Property**" and collectively the "**Oxford Properties**"), Facebook Inc., Instagram LLC, Twitter Inc., TikTok Inc., all affiliates of any of the foregoing, all shareholders, partners (in the case of partnerships), trusts, trustees, directors, officers, employees, independent contractors and agents (including, but not limited to, in connection with advertising, marketing or promotion) of any of the foregoing, and the successors (including, but not limited to, by way of merger or amalgamation), assigns, executors and estate trustees of any of the foregoing (each person being released is a "**Releasee**" and collectively the "**Releasees**"), in each case from any and all liability or indemnity for any direct or indirect claims, damages, loss, costs or expenses incurred, arising from, in connection with or related to entering or not entering the Contest, being an Eligible Participant or Ineligible Participant, the collection, retention, use and disclosure of personal information of an Eligible Participant and Ineligible Participant, the Draw, being a Selected Entrant or not being a Selected Entrant, being a Winner or not being a Winner, being selected for a particular Prize or not being selected for a particular Prize, and the acceptance (including by an individual authorized by the Selected Entrant), delivery, loss, misuse, damage, collection, receipt, assembly, testing, use, merchantability, storage, sale, lease, transfer or gift (in each case whether authorized or not) of a Prize (the "**Release**");

- (d) the Declaration of Eligibility and Release shall also include (i) a mathematical skill testing question which must be correctly answered by the Selected Entrant in the Declaration of Eligibility and Release without mechanical or other aid and (ii) a complete release of Facebook, Instagram, Twitter, TikTok and any other applicable social media platform; and
- (e) the Eligible Participant Evidence, the Proof of Identification and the Release (including the skill-testing question in the Release correctly answered) must be received by the Contest Sponsor within fourteen (14) Business Days after the Draw Date (the “**Delivery Deadline**”). A “**Business Day**” is any day other than a Saturday, Sunday or statutory holiday in the Province or Jurisdiction (as applicable) of Alberta, Canada. The Proof of Identification and Release is to be returned to khall@oxfordproperties.com.

Provided the Selected Entrant complies with all of the above:

- (f) the Selected Entrant shall pick up the Prize from the Contest Sponsor; or
 - (g) if the Selected Entrant is unable to pick up the Prize from the Contest Sponsor, the Selected Entrant may notify the Contest Sponsor in writing that it has authorized an individual over the age of majority to pick up the Prize on its behalf (and such written notice shall include the name of such individual) and such individual shall present confirmation to the Contest Sponsor that it is so authorized in order to pick up the Prize and the Contest Sponsor shall only view such identification for such purposes and the Contest Sponsor shall not retain or collect such identification or any contents of such identification;
 - (h) in the case of a Selected Entrant who did not reach the age of majority in the applicable province or jurisdiction on the date the Selected Entrant entered the Contest, the Selected Entrant and a parent or legal guardian of the Selected Entrant shall pick up (and are fully responsible for picking up) the Prize from the Contest Sponsor.
15. A Selected Entrant shall forfeit its Selected Entry and shall not be declared a Winner if section 14 is not complied with in its entirety (such Selected Entrant being a “**Forfeited Selected Entrant**” and such forfeiture being a “**Forfeiture**”).
16. In the case of all Forfeitures, as soon as possible:
- (a) the Contest Sponsor will, subject to its sole and absolute discretion and time permitting, randomly select an alternate Selected Entrant for the applicable Prize(s) from among the remaining eligible entries submitted and received in accordance with these Contest Rules during the Contest Period (excluding all Selected Entrants and excluding all Forfeited Selected Entrants);
 - (b) sections 13, 14, 15, and this 16 (in the case of Forfeitures in connection with the draw in this section 16) shall apply *mutatis mutandis* (with all necessary changes); and
 - (c) such additional draws shall be conducted by the Contest Sponsor (sections 13, 14, 15, and this 16 (in the case of Forfeitures in connection with the draw in this section

16(c)) shall apply *mutatis mutandis* (with all necessary changes) until there are no Forfeitures.

SOCIAL MEDIA

17. The Contest is not sponsored by, endorsed by, administered by or associated with Facebook, Instagram, or any other social media platform (each a “**Social Media Platform**”). The Social Media Platform is hereby completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Contest Sponsor and not to the Social Media Platform. Each Eligible Participant and Ineligible Participant shall be subject to and shall comply with the privacy policies and terms of service of each Social Media Platform. Each Eligible Participant and Ineligible Participant hereby irrevocably acknowledge the foregoing.
18. Each Eligible Participant and Ineligible Participant shall not, on any Social Media Platform, in connection with the Contest, (a) inaccurately or unreasonably tag, like, dislike or share any content or encourage any person or user to do any of the foregoing (including, but not limited to, encouraging any person to tag himself or herself in a photo if he or she is not in the photo) or (b) post two or more of the same or substantially same message, post, tweet, update or link.
19. Each Eligible Participant and Ineligible Participant shall, on any Social Media Platform, in connection with the Contest, (a) include an “@reply” to the Contest Sponsor in any update and (b) use topics relevant to the Contest such as, but not limited to, “[CONTEST NAME]”.

GENERAL

20. As set out above, by entering the Contest, an Eligible Participant agrees to abide by these Contest Rules. This Contest is subject to all applicable federal, provincial, territorial and municipal laws and is void where prohibited by law. The decisions of the Contest Sponsor with respect to all aspects of the Contest and these Contest Rules are final and binding without any right of appeal.
21. The Contest Sponsor may withdraw, change, suspend or cancel the Contest in any way, without prior notice to any person, in the event of an error, technical problem or failure, computer virus (or the like), privacy breach, unauthorized intervention, fraud or any other occurrence or event beyond the reasonable control of the Contest Sponsor (in its sole discretion) that interferes with the operation of the Contest as contemplated by the Contest Rules. Any such withdrawal, change, suspension or cancellation will be posted on the website and/or social media account of the Contest Sponsor and/or Oxford Properties. The Contest Sponsor shall not be required to disclose any information other than such withdrawal, change, suspension or cancellation and, for greater certainty, shall not be required to disclose the reasons, occurrences or events for any of the foregoing. The Releasees shall not be liable to any person (including any Eligible Participant) or required to indemnify any person (including any Eligible Participant) for any direct or indirect claims, damages, loss, costs or expenses incurred as a result of, arising from or in connection with any of the foregoing.
22. The Releasees shall not be liable for (a) any interruption to or failure of any website or social media account or platform prior to, during and after the Contest and any draw, (b) erroneous, damaged, destroyed, lost, late, incomplete, illegible, inappropriate, incorrectly

- addressed or misdirected entries, (c) a technical malfunction or other problem relating to computers, servers, access providers, computer equipment or software, (d) the failure of an entry to be received by the Contest Sponsor, (e) any difficulty or inability of any person in downloading, streaming or otherwise accessing or viewing the Contest, (f) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Contest; and (g) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner. The Releasees shall not be liable to any person (including any Eligible Participant) or required to indemnify any person (including any Eligible Participant) for any direct or indirect claims, damages, loss, costs or expenses incurred as a result of, arising from or in connection with any of the foregoing.
23. By entering (or attempting to enter) the Contest (a) all entries (including photos and videos) become the sole property of the Contest Sponsor (and in the case of any photos and videos, each Eligible Participant and Ineligible Participant hereby assigns all of its intellectual property rights to the Contest Sponsor and waives any moral rights arising under the *Copyright Act* (Canada) or similar legislation), (b) each Winner permits and consents to the Contest Sponsor posting, publishing or otherwise displaying the Winner's social media account handle and first name on any website, social media account, physical display or otherwise of the Contest Sponsor and (c) each Eligible Participant and Ineligible Participant permits and consents to the Contest Sponsor receiving, storing, sharing, disclosing and using any and all personal information provided by an Eligible Participant or Ineligible Participant to the Contest Sponsor under or in connection with the Contest for the purpose of administering the Contest. By posting a Contest photo or video (if applicable) using the designated Hashtag (if applicable) and Channel name, you (i) irrevocably, perpetually, and without limitation, grant the Contest Sponsor the right, without notice or compensation to you, to use, publish, adapt, sub-license, edit, dispose of, and/or modify such Contest photo or video (if applicable) and the concepts and third party elements embodied therein in any way, in commerce, and in any and all media worldwide in electronic and print materials related to the Contest, and (ii) waive all your rights, including moral rights, in the Contest photo or video if applicable). For further information, the Contest Sponsor's privacy statement (as amended from time to time) is available at <https://www.oxfordproperties.com/corp/privacy>.
24. All entries are subject to verification by the Contest Sponsor at any time and for any reason in the Contest Sponsor's sole discretion. Failure to provide any information or documentation required in the context of such verification to the satisfaction of the Contest Sponsor in a timely manner may result in disqualification and forfeiture in the sole discretion of the Contest Sponsor.
25. Any attempt or suspected attempt (and whether successful or unsuccessful) by an Eligible Participant or Ineligible Participant to undermine, disrupt or otherwise affect the operation of the Contest or the Contest Rules (including, but not limited to, creating multiple ballots, email accounts, Facebook, Instagram, Twitter, TikTok or other social media accounts, identities or registrations) and using robotic, automatic, programmed or the like or illegal means to do any of the foregoing, (a) may result in the disqualification and forfeiture of the Eligible Participant, (b) the Contest Sponsor and the other Releasees may seek remedies and damages to the fullest extent permitted by law and (c) the Contest Sponsor and the other Releasees shall not be liable to or required to indemnify any person (including any Eligible Participant) for any direct or indirect claims, damages, loss, costs or expenses incurred as a result of, arising from or in connection with any of the foregoing.

26. A participants may choose to enter the Contest through a mobile device with web browsing capabilities or through Instagram and/or Facebook application and may incur a data charge from their wireless service provider. Check with your wireless service provider for details on these and other applicable charges. Participants are solely responsible for any such wireless charges. Not all wireless carriers participate.