

**THIS CONTEST IS OPEN ONLY TO RESIDENTS OF CANADA  
AND IS GOVERNED BY CANADIAN LAW**

**Standard data rates apply to participants who choose to participate in the Contest via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.**

**1. KEY DATES:**

The Spring Break Family Getaway in Montreal Contest (the “Contest”) begins on February 23, 2022 at 12:01 p.m. EST and ends on March 6, 2022 at 11:59 p.m. EST (the “Contest Period”).

**2. ELIGIBILITY TO ENTER:**

The Contest is open only to residents of Canada who: (i) have reached the legal age of majority in their province/territory of residence at the time of entry; and (ii) have or obtain a valid Instagram Account or valid Facebook Account – except employees, representatives or agents (and those with whom such persons are living, whether related or not) of Canada Lands Company CLC Limited (the “Sponsor”), its associated and affiliated entities, prize suppliers, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Contest (collectively with the Sponsor, the “Contest Parties”).

**3. AGREEMENT TO BE LEGALLY BOUND BY RULES:**

By participating in this Contest, you are signifying that you have read and agree to be legally bound by these Official Rules and Regulations (the “Rules”).

**4. INSTAGRAM AND FACEBOOK NOT INVOLVED:**

The Contest is in no way sponsored, endorsed or administered by, or associated with Instagram or Facebook (each, a “Social Platform”). Each Social 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 Sponsor and not to a Social Platform. You may only use one (1) Instagram Account or one (1) Facebook Account to participate in this Contest. To be eligible to earn an Entry (each, an “Entry” and collectively, the “Entries”) in this Contest, your Instagram Account or Facebook Account (as applicable) must be set to public and not private.

**5. HOW TO ENTER:**

NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT INCREASE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING IN THIS CONTEST.

At or near the beginning of the Contest Period, the Sponsor will make a Contest-related post on <https://www.instagram.com/cntower/> (the “Instagram Channel”) and <https://www.facebook.com/cntower> (the “Facebook Channel”) (each, a “Contest Post”). To enter and be eligible to earn a maximum of one (1) Entry, follow the instructions in one (1) of the Contest Posts. Methods of entry may generally include (but are not restricted to) one (1) or more of the following requirements: (i) “like” the Contest Post; (ii) tag a friend on the Contest Post; (iii) leave a comment on the Contest Post; (iv) answer a question on the Contest Post; and/or (v) include a specific hashtag(s) (the “Entry Requirements”). In addition to the Entry Requirements, if you participate through the Instagram Channel Contest Post, you must be or become a “follower” of the Instagram Channel (Note: you can un-follow at any time after the Contest ends without impacting your chances of winning). When all required steps of the applicable entry process are complete, you will automatically be eligible to earn one (1) Entry in the Contest. To be eligible, all content and materials associated with your Entry (collectively, your “Entry Materials”) must: (i) be submitted and received in accordance with these Rules during the Contest Period; (ii) satisfy all Entry Requirements; (iii) be in accordance with these Rules, including, but not limited to, the specific Submission Requirements listed below in Rule 8; and (iv) be in accordance with the applicable terms, rules, policies and guidelines of the applicable Social Platform (the “Social Platform Rules”) (all as determined by Sponsor in its sole and absolute discretion).

**6. ENTRY LIMIT AND CONDITIONS:**

**There is a limit of one (1) Entry per person (regardless of the method of entry).** If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to use multiple names, multiple identities, multiple Instagram Accounts, multiple Facebook Accounts, any automated, macro, script, robotic or other system(s) or program(s), and/or any other means not in keeping with the Sponsor’s interpretation of the letter and spirit of these Rules to enter or otherwise participate in or to disrupt this Contest; then they may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. The Contest Parties, Meta Platforms, Inc., Instagram from Meta, and each of their respective agents, employees, directors, successors, and assigns (collectively, the “Released Parties”) are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete or incompatible Entries and/or Entry Materials (all of which are void). An Entry may be rejected if, in the sole and absolute discretion of the Sponsor: (i) the Entry (including, but not limited to, any associated Entry Materials) is not submitted and received in accordance with these Rules during the Contest Period; and/or (ii) the Entry Materials accompanying the Entry are not in compliance with these Rules (including, but not limited to, the specific Submission Requirements listed below in Rule 8) and/or the applicable Social Platform Rules (all as determined by Sponsor in its sole and absolute

discretion).

## 7. VERIFICATION:

All Entries, Entry Materials and entrants are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual’s eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry, Entry Materials and/or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the Sponsor’s interpretation of the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Contest will be the official time-keeping device(s) of the Sponsor.

## 8. SUBMISSION REQUIREMENTS:

BY SUBMITTING AN ENTRY, YOU AGREE THAT THE ENTRY (AND EACH INDIVIDUAL COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE ENTRY MATERIALS) COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE SPONSOR AND THE OTHER RELEASED PARTIES WILL BEAR NO LIABILITY WHATSOEVER REGARDING: (I) THE USE OF YOUR ENTRY (OR ANY COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE ENTRY MATERIALS); (II) PARTICIPATION IN ANY CONTEST-RELATED ACTIVITIES; (III) ANY USE, COLLECTION, STORAGE AND DISCLOSURE OF ANY PERSONAL INFORMATION; AND/OR (IV) IF DECLARED THE WINNER, THE PRIZE (INCLUDING ANY USE OR MISUSE OF THE PRIZE). THE SPONSOR AND ALL OF THE OTHER RELEASED PARTIES SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT OTHERWISE FULLY COMPLIED WITH ANY OF THESE RULES AND/OR THE APPLICABLE SOCIAL PLATFORM RULES (AS APPLICABLE). THIS RELEASE AND INDEMNITY SHALL CONTINUE IN FORCE FOLLOWING THE TERMINATION OF THE CONTEST AND/OR AWARDING OF ANY PRIZES.

By participating in the Contest, each entrant hereby warrants and represents that any Entry Materials they submit:

- i. are original to them and that the entrant has obtained all necessary rights in and to the Entry Materials for the purposes of entering such Entry Materials in the Contest;
- ii. do not violate any law, statute, ordinance or regulation;
- iii. do not contain any reference to or likeness of any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the age of majority in their jurisdiction of residence;
- iv. will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party; and
- v. are not defamatory, trade libelous, pornographic or obscene, and further that such Entry Materials will not contain, depict, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups (including, without limitation, any competitors of Sponsor); content that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of Sponsor; any identifiable third party products, trade-marks, brands and/or logos, other than those of Sponsor (e.g. any clothing worn and/or products appearing in your Entry Materials must not contain any visible logos, trade-marks or other third party materials unless the appropriate consents have been obtained --- note: all identifiable third party products, trade-marks, brands and/or logos for which consent has not been obtained by the entrant must be blurred out so as to be unrecognizable); conduct or other activities in violation of these Rules; and/or any other materials that are or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole and absolute discretion.

The Sponsor and/or its promotional agency or designated content moderator (the “Reviewer”) reserves the right to screen all Entry Materials. Any Entry Materials that the Reviewer deems, in its sole and absolute discretion, to violate the terms and conditions set forth in these Rules are subject to disqualification. The Reviewer reserves the right, in its sole and absolute discretion at any time and for any reason, to attempt to remove any Entry Materials (or any part thereof) and/or to request an entrant to modify, edit and/or re-submit their Entry Materials (or any part thereof) in order to help ensure that the Entry Materials comply with these Rules, or for any other reason. If such an action is necessary at any point during or after the Contest, then the Sponsor reserves the right, in its sole discretion, to take whatever action it deems necessary based on the circumstances – including, without limitation, disqualifying the Entry Materials (and therefore the corresponding Entry and/or the associated entrant) – to help ensure that the Contest is being conducted in accordance with the Sponsor’s interpretation of the letter and spirit of these Rules.

## 9. LICENSE:

By entering the Contest and submitting an Entry, each entrant: (i) without limiting the applicable Social Platform Rules, as applicable, grants to the Sponsor, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use their Entry Materials (and each component thereof), in whole or in part, for advertising or promoting the Contest or for any other reason; (ii) waives all moral rights in and to their Entry Materials (and each component thereof) in favour of the Sponsor (and anyone authorized by the Sponsor to use such Entry Materials); and (iii) agrees to release and hold harmless the Sponsor and all of the other Released Parties from and against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her Entry Materials (or any component thereof), including, without limitation, any claim based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related or other cause of action whatsoever.

## 10. PRIZE:

There will be one (1) prize (the “Prize”) available to be won. The Prize consists of the opportunity for the confirmed winner and one (1) Guest (subject to the Guest Requirements noted below – the “Guest”) to travel to Montreal, Quebec. **Travel must take place and be completed in full prior between March 7, 2022 and April 10, 2022 (or on such other date as determined by the Sponsor in its sole and absolute discretion).**

Prize includes: (i) accommodation for the confirmed winner and their Guests (stay for four people) for one (1) night total in a hotel or hotels determined by Sponsor in its sole and absolute discretion An overnight stay for four (valued at \$700) at Hôtel William Gray, located at 421 rue Saint-Vincent, Montréal, Québec, H2Y 3A6. The Winner will receive a \$700 gift card applicable for one (1) overnight stay for four at Hôtel William Gray; and (ii) A family pass to the Montréal Science Centre which includes access to its four permanent exhibitions and access to one of the two IMAX® films showing at its IMAX®TELUS theatre, valued at \$86.50; A gift card redeemable at the Montréal Science Centre’s IMAX®TELUS theatre snack bar, valued at \$50. A \$200 gift card valid for brunch or breakfast for four at Maggie Oakes, located at 426 Place Jacques-Cartier, Montréal, Québec, H2Y 3B3; A \$300 gift card valid for dinner for four at Jacopo restaurant, located at 436 Place Jacques-Cartier, Montréal, Québec, H2Y 3B3; Two full-day parking passes for the Old Port of Montréal parking lots (valued at \$50 in total).

The Prize has a total approximate retail value of \$1,385.00 CAD based on a Toronto departure example - although the actual retail value will vary depending on the point of departure. Under no circumstances whatsoever will any difference between the actual and approximate retail values be awarded. Choice of transportation, hotel accommodations (including, without limitation, room size and occupancy) and all other aspects of the Prize are at the sole and absolute discretion of the Sponsor.

ALCOHOLIC BEVERAGES ARE NOT INCLUDED IN THE PACKAGE.

Without limiting the generality of the foregoing, the following general conditions apply to the Prize: (i) Prize must be accepted as awarded and is not transferable, assignable and/or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion); (ii) no substitutions are permitted, except at Sponsor’s option; (iii) the Prize must be utilized in full prior to the date specified above (or on such other date as specified by the Sponsor in its sole and absolute discretion) otherwise the Prize may, in the sole and absolute discretion of the Sponsor, be forfeited in its entirety (and, if forfeited, nothing will be substituted in its place); (iv) the costs of everything not expressly and specifically stated above as included in the Prize are the sole and absolute responsibility of the confirmed winner and their and Guest - including, without limitation: additional meals and drinks; gratuities; entertainment; insurance; transportation for confirmed winner and their Guest to and from the hotel selected by the Sponsor; additional transportation while participating in the Prize; baggage fees; and items of a personal nature (NOTE: the confirmed winner and/or their Guest may be required to present a valid major credit card in their name at the time of hotel check-in to cover any incidental expenses); (v) if the confirmed winner and/or their Guest does not utilize any part(s) of the Prize, then any such part(s) not utilized may, in the sole and absolute discretion of the Sponsor, be forfeited in their entirety and, if forfeited, nothing will be substituted in their place; (vi) Sponsor reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Prize or any component thereof; and/or (b) substitute the Prize or a component thereof for any reason with a prize or prize component(s) of equal or greater retail value, including, without limitation, but solely at the Sponsor’s discretion, a cash award; (viii) all arrangements relating to the Prize must be made through the Sponsor or its designated agents; (ix) by accepting the Prize, the confirmed winner agrees to waive all recourse against the Sponsor and all of the other Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part; and (x) the confirmed winner’s Guest must: (a) either be of the legal age of majority in their jurisdiction of residence or have the express written consent (in form and substance satisfactory to the Sponsor, in its sole and absolute discretion) to accompany the confirmed winner on the Prize trip; and (b) sign (and have their parent/legal guardian if they are under the legal age of majority in their jurisdiction of residence) and return the Sponsor’s release (by the date indicated on the release form) indicating that they waive all recourse against the Sponsor and all of the other Released Parties relating to their participation in the Prize (including, without limitation, any travel related thereto).

It is strongly recommended and encouraged that the confirmed winner and their Guest each obtain sufficient personal travel and medical insurance prior to participating in the Prize.

The Sponsor and the other Released Parties are not responsible for any delay, postponement, suspension, rescheduling or cancellation, for any reason, of any aspect of the Prize. Neither the confirmed winner nor their Guest, nor any other person or entity, will be compensated in the event

of such delay, cancellation or other event contemplated herein. The Sponsor will not replace any lost or stolen tickets. Changes to Guest names are not accepted once confirmed by Sponsor.

**IMPORTANT NOTE RE: COVID-19: In order to participate in the Prize, the confirmed winner and their Guest will each be required to strictly follow all then current COVID-19 protocols (including, but not limited to, correctly wearing a proper mask, hand sanitization, negative testing, proof of full COVID-19 vaccination status and social distancing). Failure of the confirmed winner and/or their Guest to comply with these requirements will result in the inability to participate in the Prize (and will therefore result in forfeiture of the Prize in the sole and absolute discretion of the Sponsor).**

Neither the Sponsor nor any of the other Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of the Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, the confirmed winner understands and acknowledges that they may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the other Released Parties should the Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting the Prize, the confirmed winner agrees to waive all recourse against the Sponsor and all of the other Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part.

#### **11. ELIGIBLE WINNER SELECTION PROCESS:**

On March 7 2022 (the “**Selection Date**”) in Toronto, Ontario at approximately 12:00 p.m. EST, eligible entrants will be selected by random draw from among all eligible Entries submitted and received in accordance with these Rules. There will be one (1) eligible entrant selected in relation to each available Prize. The odds of winning depend on the number of eligible Entries submitted and received in accordance with these Rules.

#### **12. ELIGIBLE WINNER NOTIFICATION PROCESS:**

The Sponsor or its designated representative will make a minimum of (3) attempt(s) to contact an eligible winner via the applicable Social Platform within two (2) business day(s) of the Selection Date. If an eligible winner cannot be contacted as outlined above, or if there is a return of any notification as undeliverable; then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant for the applicable Prize from among the remaining eligible Entries submitted and received in accordance with these Rules in accordance with the procedures outlined in Rule 11 (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

#### **13. ELIGIBLE WINNER CONFIRMATION PROCESS:**

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS HIM/HER AS A WINNER IN ACCORDANCE WITH THESE RULES. BEFORE BEING DECLARED AS A CONFIRMED PRIZE WINNER, an eligible winner will be required to correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsor, be administered online, by email or other electronic means, by telephone, or in the Sponsor’s form of declaration and release).

By participating in the Contest and accepting a Prize, each eligible winner hereby: (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the applicable Prize (as awarded); (iii) releases the Released Parties from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; (iv) agrees to indemnify the Released Parties against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her Entry Materials or any portion(s) thereof; and (v) agrees to the publication, reproduction and/or other use of his/her name, city and province/territory of residence, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the internet. **IMPORTANT NOTE: The Sponsor may require, in its sole and absolute discretion, that an eligible winner sign and return the Sponsor’s form of declaration and release prior to being confirmed as a Winner.**

If an eligible winner: (a) fails to correctly answer the skill-testing question; (b) cannot accept (or is unwilling to accept) the applicable Prize (as awarded) for any reason; and/or (c) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she will be disqualified (and will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant for the applicable Prize from among the remaining eligible Entries submitted and received in accordance with these Rules in accordance with the procedures outlined in Rule 11 (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

#### **14. GENERAL CONDITIONS:**

This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR’S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Released Parties will not be liable for: (i) any failure of any website or any platform during the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry, Entry Materials and/or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) 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; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.

The Sponsor reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the "Régie") in Quebec, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, subject only to the approval of the Régie in Quebec, to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. The Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted only for the purpose of administering the Contest and in accordance with Sponsor's privacy policy <https://www.cntower.ca/en-ca/contact-us/privacy-policy.html>. This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

For Quebec residents: *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. 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.*

The Sponsor reserves the right, subject only to the approval of the Régie in Quebec, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by Sponsor, for purposes of verifying compliance by any entrant, Entry, Entry Materials and/or other information with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, the French version of these Rules, point of sale, television, print or online advertising and/or any instructions or interpretations of these Rules given by any representative of the Sponsors, the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law. The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein. To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, Sponsor or any of the other the Released Parties in connection with the Contest will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein.