

## Upper Canada Mall – WHAT WILL YOU CHANGE INTO? Official Contest Rules and Regulations

- 1. ELIGIBILITY: NO PURCHASE NECESSARY TO ENTER.** The WHAT WILL YOU CHANGE INTO? contest is open to all residents of the Province of Ontario at the time of the contest. Notwithstanding the foregoing, the Contest is not open to employees, representatives and agents of Upper Canada Mall/Ivanhoe Cambridge (collectively, the “**Contest Sponsors**”) or of any other retailer located in Upper Canada Mall, or the Contest Sponsors’ affiliated companies, advertising and promotional agencies, and all persons with whom any of the foregoing individuals are domiciled or members of their respective immediate families.
- 2. PROGRAM DESCRIPTION:** The WHAT WILL YOU CHANGE INTO? contest has been established to select a winner for the GRAND PRIZE. **TO ENTER**, contestants are required to complete an entry form and pose for a digital image which will be posted on the Contest website for voting purposes. User Data and images become the property of Upper Canada Mall / Ivanhoe Cambridge. Entrants must be accompanied by a legal guardian, and will be required to sign a release form at the time of registration. Entrants not accompanied by a legal guardian will not be permitted to enter the contest.
- 3. EVENT OVERVIEW-** Each contestant will be required to select one of five answers to the question "What Will You Change Into?" and modify the free supplied t-shirt with the answer. Each t-shirt must be worn and a photograph will be taken and posted on-line at [www.whatwillyouchangeinto.com](http://www.whatwillyouchangeinto.com) for voting purposes. On line voting will take place Monday, September 2, 2008 to Sunday, September 14, 2008. Voting will close on Sunday, September 14, 2008 at midnight and the contestant with the most votes at that time will be declared the contest winner on Monday, September 15, 2008. **GRAND PRIZE** – The individual with the most votes at time of the Contest closing in each category will be declared the winner of the Grand Prize package valued at \$1,000 per category.
- 4.** As a condition of winning, each potential winner, along with his/her parent or legal guardian, must sign and return a Declaration and Release confirming his/her compliance with these Official Contest Rules and Regulations and acceptance of the Prize as awarded and releasing the Contest Sponsors and any other person or entity associated in any way with the Contest, and all of their respective affiliates, subsidiaries, directors, officers, shareholders, employees, agents and their respective advertising and promotional agencies, from any and all liability arising in connection with the Contest, including, without limitation, liability arising from the acceptance of any Prize as awarded. Potential winners may also be required to provide the Contest Sponsors with photo identification as evidence of their age. No substitutions for or transfer of the Prize will be allowed except that the Contest Sponsors reserve the right to substitute any Prize for another prize of approximately the same retail value, in their sole and absolute discretion without prior notice. Prizes will be delivered only to confirmed winners. All entries shall automatically become the property of the Contest Sponsors. By entering the Contest, each entrant, his/her parent or legal guardian on his/her behalf, automatically consents to the use and publication of the entrant’s name, city of residence, photograph, voice and/or image for any publicity and programming purposes, commercial or otherwise, in any and all media used by the Contest Sponsors and their respective advertising and promotional agencies with respect to the Contest, without payment or compensation, throughout the world in perpetuity.
- 5.** Further, by entering the Contest, each entrant, his/her parent or legal guardian on his/her behalf, automatically accepts these Official Contest Rules and Regulations, which are subject to change without notice to Contest entrants, and automatically releases the Contest Sponsors and any other person or entity associated in any way with the Contest, and all of their respective affiliates, subsidiaries, directors, officers, employees, agents and their

respective advertising and promotional agencies, from any and all liability arising in connection with the Contest, including, without limitation, the selection of the Prize winners and the administration of the Contest.

6. By entering the Contest and voluntarily providing personal information including, but not limited to, the entrant's name, address, city, e-mail address and telephone number, each Contest entrant, or if an entrant is under the age of majority, his/her parent or legal guardian on his/her behalf, automatically grants permission to the Contest Sponsors and their respective advertising and promotional agencies with respect to the Contest to the collection and use of such information for the exclusive purpose of administering the Contest and selecting the winners of the Prizes. Any Contest entrant, who has voluntarily indicated on the entry ballot that he/she wishes to be contacted regarding future promotions and/or offers and has granted permission to do so, will be added to the Contest Sponsors' e-mail databases.
7. Any dispute relating to the Contest (including, without limitation, a dispute as to whether an entrant has complied with all of the Official Contest Rules and Regulations) shall be resolved by Upper Canada Mall (Ivanhoe Cambridge) in its sole and absolute discretion, and the decision of Upper Canada Mall (Ivanhoe Cambridge) shall prevail. All decisions of Upper Canada Mall (Ivanhoe Cambridge) shall be final.
8. The Contest and the terms and conditions contained in these Official Contest Rules and Regulations shall be governed exclusively by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any dispute arising hereunder shall be adjudicated solely in the applicable court in Toronto, Ontario.
9. The Contest is void where prohibited by law and is subject to all federal, provincial and municipal laws and regulations.

## **INTERNET**

Any attempt to deliberately damage the Contest Website or any related website, or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and, should such an attempt be made, Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

Entries are subject to verification and will be declared invalid if they are illegible, incomplete, forged, falsified, altered or tampered with in any way.

## **CONDUCT.**

Sponsors reserve the right, in their sole discretion, to disqualify any participant it finds to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry/voting process or the operation of the Contest Website, or any affiliate Web site (c) violating the terms of service, conditions or use and/or general rules or guidelines of any affiliate property or service.

## **LIMITATION OF LIABILITY.**

Sponsors assume no responsibility or liability for lost, late, misdirected or incomplete entries, votes, notifications, responses, replies, or any Release or for any computer, online, telephone, hardware, software or technical malfunctions that may occur (including but not limited to malfunctions that may affect the transmission or non-transmission of an Entry and or vote).

Sponsors are not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest.

Sponsors assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Entries/votes.

Sponsors are not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing.

Sponsors are not responsible for any injury or damage to Participants or to any computer related to or resulting from participating or downloading materials in this Contest.

If the Contest cannot be conducted as planned for any reason, including reasons beyond the control of the Sponsors, Sponsors reserve the right in their sole discretion to cancel, terminate, modify or suspend the Contest, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsors which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, the Sponsors reserve the right in their sole discretion to cancel, terminate, modify or suspend the Contest. Winners assume liability for injuries caused or claimed to be caused by participating in the contest, or by the acceptance, possession, use of, or failure to receive any prize.

## **Upper Canada Mall – WHAT WILL YOU CHANGE INTO? CONTEST RELEASE FORM**

I, the undersigned, acknowledge having read the Rules and Regulations associated with the  
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I agree to assume all risks involved in participating in the said contest and I hereby waive and release, on behalf of myself, my heir's executors, administrators and assigns, any and all claims for damages, whether for personal injury, death, illness, property damage or property loss, arising directly or indirectly from the said contest. In particular, but without restricting the generality of the foregoing, I hereby release from all liability, including liability for negligence, and agree to indemnify and save harmless from all liability including, all costs and legal fees arising from such a claim the following: Ivanhoe Cambridge Inc., Ivanhoe Cambridge II Inc., Upper Canada Mall Limited, Regional Shopping Centres Limited, Omers Realty Corporation, and its directors, officers, members, employees, invitees, licensees, agents, promotion organizers, volunteers, sponsors and other promotion participants, or any one or more of them of their heirs, executors, administrators or assigns.

I acknowledge having read and accepted this liability release and consent to my daughter and or son to participate in the **Upper Canada Mall – WHAT WILL YOU CHANGE INTO?** by my signature endorsed hereto.

Signed at Newmarket on this day of \_\_\_\_\_ 2008.

PARENT/GUARDIAN if contestant is a minor (please print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

CONTESTANT NAME (please print) \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

