



## RULES & REGULATIONS



### CONTEST RULES

#### **Black Friday Electronics**

November 16-26, 2020

**Eligibility:** The “Black Friday Electronics” (the “Contest”) is only open to residents of Ontario, who are 13 years of age or older at time of entry. Entrants under the age of 18 must provide parental consent to claim a prize. Notwithstanding the foregoing, the Contest is not open to employees, representatives, or agents of LYNDEN PARK MALL C/O NA (LPM) LIMITED PARTNERSHIP (the “Contest Sponsor”), any retailer located in Lynden Park Mall, or the Contest Sponsor’s advertising and promotional agencies, and all persons with whom any of the foregoing individuals are domiciled or members of their respective immediate families (individually and collectively the “Contest Parties”).

By entering the Contest, each entrant is deemed to have accepted the rules set out below (the “Contest Rules”), which are subject to change without notice, and automatically releases the Contest Sponsor and all of their respective officers, directors, agents, representatives and successors (collectively the “Released Parties”), from any liability arising in connection with the Contest, including, without limitation, the selection of the draw winners and the administration of the Contest.

The Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram. The Contest Sponsor will only use the information provided by the entrant for contacting the winner of the Contest.

1. TO ENTER: Entrants are required to comment on the Contest post of the day on the Lynden Park Mall Instagram (@lyndenparkmall) account from posts that run November 16-26, 2020. Entrants must comply with Instagram Terms of Use. The Contest starts at 10:00AM on November 16, 2020 and ends at 11:59PM on November 26, 2020 (the “Contest Period”). All terms refer to Eastern Daylight Time (EDT). There is a limit of one entry per person, per platform each day during the Contest Period.

All comments must be friendly and cannot defame or invade the rights of privacy of any person, living or deceased, or otherwise infringe upon any other party’s personal or proprietary rights. Comments that are deemed as inappropriate by the Contest



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Sponsor will be disqualified from the Contest and will not be eligible to win.

2. PRIZING: There is a total of one (1) three hundred-dollar (\$300) Gift Card available to be won. The winner may select one (1) store from which the gift card is from, as per the list of stores below, pending availability: The Source, Bell, EB Games, Rogers Plus, Tbooth wireless and WIRELESSWAVE.

\*stores subject to change.

3. WINNER: One (1) winner will be chosen via random electronic draw at 10:00AM, on November 27, 2020 from all eligible entries on Instagram, which were submitted and received in accordance with the Contest Rules during the Contest Period.

Winner will be contacted via Instagram. If the winner cannot be reached by 9:00 a.m. on December 1, 2020, incorrectly answers the skill-testing question, declines the Prize, or does not claim the Prize by 5:00 p.m. on December 3, 2020, another entrant will be selected. If that alternate winner does not respond, he or she may, in the sole discretion of the Sponsor, be disqualified and, if disqualified, will forfeit all rights to the Prize. Any Prize that cannot be awarded in accordance with these Contest Rules will be forfeited. Potential winners that are successfully contacted by the Contest Sponsor or its designated representative must visit the Lynden Park Mall Management Office during regular business hours or mutually agreed upon time with Lynden Park Mall Management in order to complete the requirements of the Contest as set out in these Contest Rules.

To be declared a winner and receive the Prize, all potential winners must successfully complete the requirements of the Contest as set out in these Contest Rules and claim the prize not later than 5:00 p.m. on December 3, 2020.

Lynden Park Mall reserves the right to substitute selected retailer prizing at their discretion. The odds of winning depend on the number of eligible entries submitted and received in accordance with these Contest Rules.

4. All Prizes must be accepted as awarded and are not transferable, assignable, or convertible to cash unless specifically permitted by the Contest Sponsor in its sole discretion. The Contest Sponsor reserves the right, in its sole discretion, to substitute any Prize or a component thereof with an item or items of equal or greater value, including, without limitation, but at the Contest Sponsor's sole discretion, a cash award.



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5. Before being declared a winner, each potential winner must: (a) correctly answer a mathematical skill-testing question unassisted and without mechanical or other aid, and (b) sign the Contest Sponsor's declaration and release form at the Lynden Park Mall Management Office, which, among other things, (i) confirms compliance with these Contest Rules, (ii) acknowledges acceptance of the Prize as awarded, (iii) releases the Released Parties from any liability in connection with this Contest, the entrant's participation therein and/or the awarding and use/misuse of the Prize or any portion thereof, and (iv) agrees to the publication, reproduction and/or other use of the entrant's name, address, 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 Contest Sponsor in any manner, including print, broadcast, or the Internet (including, but not limited to, social media). If an eligible winner (a) fails to correctly answer the skill testing question, (b) fails to return the properly executed Contest documents as outlined herein, (c) cannot accept (or is unwilling to accept) the Prize as awarded for any reason, and/or (d) is determined to be in violation of these Contest Rules (all as determined by the Contest Sponsor in its sole discretion), he or she may, in the sole discretion of the Contest Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the applicable Prize), and the Contest Sponsor reserves the right, in its sole discretion and time permitting, to select an alternate potential winner for the Prize in accordance with the applicable procedures outlined in these Contest Rules, in which case the foregoing provisions of this section will apply to such alternate potential winner.

6. All Contest entries are subject to verification at any time and for any reason. The Contest Sponsor reserves the right, in its sole discretion, to require proof of identity and/or eligibility (in a form acceptable to the Contest 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 Contest entry, and/or (iii) for any other reason the Contest Sponsor deems necessary, in its sole discretion, for the purposes of administering this Contest in accordance with these Contest Rules. Failure to provide such proof to the complete satisfaction of the Contest Sponsor in a timely manner may result in disqualification in the sole discretion of the Contest Sponsor. The Sponsor's official clock is the official time keeping device for this Contest.



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7. This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Contest Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal. Anyone determined to be in violation of these Contest Rules for any reason is subject to disqualification in the sole discretion of the Contest Sponsor at any time.

8. The Released Parties will not be liable for the failure of any Contest entry, including, but not limited to, illegible entries and/or missing information. The Contest Sponsor reserves the right, in its sole discretion, to withdraw, amend, or suspend this Contest, or to amend these Contest Rules, in any way without prior notice or obligation, in the event of an error, technical, or other problem, tampering, unauthorized intervention, fraud, failure, or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Contest Rules. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by the Contest Sponsor in its sole discretion) is a violation of criminal and civil laws and should such an attempt be made, the Contest Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. Without limiting the generality of the foregoing, the Contest Sponsor reserves the right, in its sole discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

9. By entering this Contest, each participant expressly consents to the Contest Sponsor, its agents and/or representatives using the personal information submitted only for the purpose of administering the Contest as set out in these Contest Rules, unless the entrant agrees otherwise.

10. The Contest Sponsor reserves the right, in its sole discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Contest Rules, to the extent necessary, for purposes of verifying compliance by any participant with these Contest Rules, or as a result of any problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole discretion, affect the proper administration of the Contest as contemplated in these Contest Rules, or for any other reason.

11. In the event of any discrepancy or inconsistency between the terms and



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conditions of these Contest Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, point of sale, television, print, or online advertising, the terms and conditions of these Contest Rules shall prevail, govern and control to the fullest extent permitted by law.