

Dufferin Mall

OFFICIAL CONTEST RULES & REGULATIONS

Contest Name: Spend It & Recycle It Contest

The Spend It & Recycle It Contest (the “**Contest**”) is sponsored by Dufferin Mall Holdings Inc (the “**Sponsor**”). This Contest is governed by these official rules and regulations (the “**Official Rules**”).

- 1. ENTRY PERIOD:** Starting on Wednesday, January 15th, 2025 at 10:00 a.m. and ending on Wednesday, January 29th, 2025 at 11:59 p.m. Eastern Daylight Time (the “**Entry Period**”). All entries must be received on or within the time stated as the Entry Period. Sponsor reserves the right to extend or shorten the Entry Period at their sole discretion. **NO PURCHASE NECESSARY.**
- 2. ELIGIBILITY:** To enter and be eligible to participate in the Contest, a person must be a legal resident of, and the age of majority in, the province of Ontario. The following persons are NOT eligible to participate in this draw: a) a director, officer, manager, employee, or agent of the Sponsor or of Primaris Management Inc. or of any other companies associated with the Contest, or independent contractors of the Sponsor, Primaris Management Inc., or of any other companies associated with the Contest, or any of the tenants or other occupants of the shopping centre known as “Dufferin Mall” or their employees, affiliated companies, franchisees, service agencies or independent contractors; b) individuals engaged in the development, production or distribution of materials for this Contest and c) any person domiciled with any of the above.
- 3. HOW TO PARTICIPATE:** To enter for a chance to win, visitors must recycle a gift card (can be any kind of gift card) at Dufferin Mall’s Guest Services desk to receive a ballot to enter for a chance to win. Visitors can also receive one ballot by requesting one from Dufferin Mall Guest Services.

No purchase necessary. Contest closes at 11:59pm EST on Wednesday, January 29th, 2025. Winners are randomly selected from all entries received on Thursday, January 30th, 2025.

- 4. INELIGIBLE ENTRIES:** Once an entry into the Contest has been made and participants have accepted the Official Rules, entries made in any other fashion other than the specified entry methods are void. Sponsor is not responsible for lost, late, misdirected, illegible or incomplete entries, or any printing errors in these Official Rules. The Sponsor assumes no responsibility for any problems or technical malfunction or traffic congestion on the internet or at any website, or any combinations thereof.
- 5. PRIZE:** The Sponsor will award three winners a \$150 Dufferin Mall Gift Card. Prizing is issued and awarded at the sole discretion of the Sponsor in a predetermined sequence of prize amounts decided by the Sponsor. Terms and Conditions may apply. Incidental expenses and all other costs and expenses which are not specifically listed as part of a prize in these Official Rules and which may be associated with the award, acceptance, receipt and use of all or any portion of the awarded prize are solely the responsibility of the respective prize winner. ALL FEDERAL, PROVINCIAL AND MUNICIPAL TAXES ASSOCIATED WITH THE USE OF ANY PRIZE IS SOLELY THE RESPONSIBILITY OF THE WINNER.
- 6. HOW TO CLAIM YOUR PRIZE:** All eligible entries received during the Entry Period will be gathered into a data pool and winner’s will be chosen (the “**Draw**”). The winners will be selected on or about Thursday, January 30th, 2025. Announcement and instructions for prize pick up will be sent to the account holders as supplied by the potential prize winner’s submission. Each entrant is responsible for monitoring their account for prize notification and receipt or other communications related to this Contest. Before being declared a winner the selected entrant must first correctly answer a time limited, mathematical skill testing question. If the Sponsor is not able to make contact with the selected entrant within five (5) business days following the Contest draw date, then at the sole and absolute discretion of the Sponsor, that entrant may be disqualified, his/her entitlement to receive a prize may be forfeited, and an alternate eligible entrant may be randomly selected from remaining eligible entries. Prize is not transferable and must be awarded, with no substitution of any kind, except by the Sponsor, who reserves the right to substitute a prize of equal or greater value. Taxes, if any, are the winner’s responsibility.
- 7. Entrants (i) acknowledge compliance with these Official Rules including all eligibility requirements and, (ii) agree to be bound by the decisions of the Sponsor, made in their sole discretion, which shall be final and binding in all matters relating to this Contest. Entrants who have not complied with these Official Rules are subject to disqualification.**

8. If a potential winner is found to be ineligible or, declines to accept a prize, or does not claim the prize within thirty (30) days from the date of notification, the prize will be forfeited. The potential winner may be required to furnish proof of identification in the form of a government issued photo identification card. Before being declared a winner, the eligible winner may be required to sign a declaration and complete Release and Waiver forms confirming understanding, acceptance and compliance with these Official Rules, acceptance of the prize as offered and a release acknowledging the non-responsibility of the Sponsor in respect of injuries, accidents, damages, costs, expenses or losses related to the conduct of the Draw, awarding of the prize and use and enjoyment of the awarded prize. By accepting or participating in a prize, winner's consent to the use of their names, addresses, statements relating to the Contest or the Sponsor, and photographs or other likenesses, without further compensation, in any publicity carried out by the Sponsor and any related entities in connection with this Contest, except where prohibited by law.
9. Personal information collected from entrants will be used by the Sponsor for the purposes of administering this Contest. See the Sponsor's privacy policy at www.dufferinmall.ca to see how it uses personal information obtained in connection with this draw. Contest entrants will be added to a customer database for the exclusive use of the Sponsor. This information will not be used for any purpose other than the promotion of Dufferin Mall services; it will not be sold, distributed or made available for any third party use.
10. **ADDITIONAL LIMITATIONS:** Prize is non-transferable. No substitution or cash equivalent of prizes is permitted. Sponsor and its respective parent, affiliate and subsidiary companies, agents, and representatives are not responsible for any typographical or other errors in the offer or administration of this Contest, including, but not limited to, errors in any printing or posting of these Official Rules, the selection and announcement of any winner, or the distribution of any prize. Any attempt to damage the content or operation of this Contest is unlawful and subject to possible legal action by Sponsor. Sponsor reserves the right to terminate, suspend or amend the Contest, without notice, and for any reason, including, without limitation, if Sponsor determines that the Contest cannot be conducted as planned or should a virus, bug, tampering or unauthorized intervention, technical failure or other cause beyond Sponsor's control corrupt the administration, security, fairness, integrity or proper play of the Contest. In the event any tampering or unauthorized intervention may have occurred, Sponsor reserves the right to void suspect entries at issue. Sponsor and its respective parent, affiliate and subsidiary companies, agents, and representatives, and any telephone network or service providers, are not responsible for incorrect or inaccurate transcription of entry information, or for any human error, technical malfunction, lost or delayed data transmission, omission, interruption, deletion, line failure or malfunction of any telephone network, computer equipment or software, the inability to access any website or online service or any other error, human or otherwise.
11. **LIMITATION OF LIABILITY:** BY ENTERING THIS CONTEST, EACH ENTRANT AGREES TO INDEMNIFY, RELEASE AND HOLD HARMLESS SPONSOR AND ITS PARENT, AFFILIATE AND SUBSIDIARY COMPANIES, ADMINISTRATOR, ADVERTISING AND PROMOTIONAL AGENCIES, AND ANY OTHER COMPANIES ASSOCIATED WITH THIS CONTEST, AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS FROM ANY LIABILITY, DAMAGES, LOSSES OR INJURY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THAT ENTRANT'S PARTICIPATION IN THE DRAW AND THE ACCEPTANCE, USE OR MISUSE OF ANY PRIZE THAT MAY BE WON. SPONSOR AND ITS PARENT, AFFILIATE AND SUBSIDIARY COMPANIES AND ANY OTHER COMPANIES ASSOCIATED WITH THIS CONTEST, DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE PRIZE. SPONSOR AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTIONAL AGENCIES, AND ANY OTHER COMPANIES ASSOCIATED WITH THIS CONTEST, AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS DISCLAIM ANY LIABILITY FOR DAMAGE TO ANY COMPUTER SYSTEM RESULTING FROM ACCESS TO OR THE DOWNLOAD OF INFORMATION OR MATERIALS CONNECTED WITH THIS CONTEST.
12. **CONTEST SPONSOR**
This contest is sponsored by:
Dufferin Mall Holdings Inc.

900 Dufferin Street, Suite 2, Toronto, Ontario, M6H 4A9

Any questions regarding this draw should be directed to Darren Neely, Marketing Manager: dneely@primarisreit.com

Privacy Policy (External) What is it?

Primaris protects your personal information and honours and respects your privacy. To meet your needs and serve you well, Primaris may collect, use and disclose your personal information, the details of which can differ depending on the type of services you require. This Privacy Policy is a statement of principles and guidelines concerning the protection of personal information of our customers, service providers and other individuals.

What is "personal information"?

Canadian privacy laws define "personal information" broadly as information about an identifiable individual or information that allows an individual to be identified, including a person's name, address, telephone number, birth date, income, license plate number and credit history among others. In general, "personal information" does not include business contact information: your title or business address, telephone or facsimile number or e-mail address.

What information are we responsible for protecting?

Primaris is responsible for protecting your personal information in our possession or custody, including personal information that has been transferred to, or received from, a third party in the course of commercial activities for processing, or to fulfill any of the other purposes identified in this Policy.

Collecting, using and disclosing your personal information. Why do we do it?

In general, we collect, use and disclose your personal information for one reason: to serve you better. Knowing you better helps us understand your needs, communicate effectively with you, and provide you with the services you want. More specifically, we may collect, use and disclose your personal information in order to fulfill the following purposes (the "Identified Purposes"): determine your eligibility to lease premises managed by Primaris, (including evaluating credit standing and matching credit reporting agency information), and for products and services that may be of interest to you from organizations with whom we have strategic alliances, and to offer these products and services to you; establish and maintain commercial relationships (including determining rental rates, administering accounts and to fulfill contractual obligations); hold contests, draws, sweepstakes, conduct surveys about our service standards and receive comments and suggestions; make monthly parking arrangements; investigate and settle claims; compile statistics, conduct market research and report to owners of the buildings we manage; engage in business transactions (including purchase, sale, lease, merger or other acquisition, disposition or financing); investigate specific transactions or patterns of transactions to detect unauthorized or illegal activities; as permitted by and to comply with any legal or regulatory requirements for provisions; or for any other purpose for which you consent.

How do we collect your personal information?

In general, the collection, use and disclosure of your personal information depends on how you do business with us. More specifically, we may collect personal information about you from the following sources:

- from you, on letters of intent or offers to lease, requests for parking or on other forms filled out
- through telephone, e-mail, Internet or face-to-face interviews; for example, your name, address, telephone number, e-mail address, occupation and financial and banking information;
- from brokers, intermediaries and representatives with whom you have a relationship;
- from your interactions with us; for example, through your payment history;
- from consumer reporting agencies; for example, your credit history.

By disclosing personal information to Primaris or our service providers and agents, you are consenting to us collecting, using or disclosing your personal information in order to fulfill the Identified Purposes. We may verify your personal information, or obtain additional personal information about you by checking with credit bureaus and other fact collecting and verifying entities to assist us in fulfilling the Identified Purposes.

What you are consenting to when you disclose personal information to us?

Primaris' collection, use and disclosure of your personal information in accordance with this Privacy Policy;

- your disclosure of personal information to Primaris or its service providers, agents and representatives;
- your express written or oral consent as obtained through the lease negotiation process or ongoing landlord/tenant relationships. In some circumstances, consent may be implied. For instance:

- if you lease premises for your family, or anyone else, you represent that you have obtained consent from them, even though they might not be present during the leasing process, to the collection, use and disclosure of their personal information to fulfill the Identified Purposes.
- If you have an existing lease with us and you request amendments to the lease, it is assumed that the consent which you gave to us when doing the original transaction remains in effect.

How you can refuse or withdraw your consent?

You may refuse or withdraw your consent at any time subject to legal or contractual restrictions. Please note, however, that refusing or withdrawing your consent may affect our ability to provide you with the services that you receive or would like to receive. To refuse or withdraw your consent, you should contact our Privacy Officer at the address or telephone number listed.

How long do we keep your personal information?

Your personal information is retained only as long as is necessary to fulfill the Identified Purposes or as may be required to comply with applicable laws. Primaris shall use care when storing or destroying your personal information in order to prevent unauthorized access.

Your role in keeping information accurate.

We try to ensure that the personal information we collect about you is accurate, complete and up-to-date. However, it is up to you to inform the Primaris representative with whom you are dealing, promptly, of a change of name, address, bank account number or other relevant personal information. If you believe that the personal information in our records may be inaccurate, let us know and we will correct it. If your personal information has been disclosed to third parties, we will convey the corrected information to them, if necessary.

How do we protect your personal information?

Whether in electronic or paper-based format, Primaris has controls to maintain the security of operations and information systems. Physical access to those areas where information is gathered, processed or stored is restricted to authorized employees.

Appropriate controls are in place over computer systems and data processing procedures and these controls are reviewed on an ongoing basis to ensure compliance with our security and privacy policies. When we no longer need your personal information, we destroy or erase it. We require third parties who receive your personal information from us to have policies that meet our standards.

Your right to access your personal information.

You have a right, subject to certain exceptions, to access your personal information in our possession or control. You also have a right to know which third parties have received your information from Primaris.

How do you access your personal information?

Please make your request in writing to Primaris' Privacy Officer, stating as specifically as possible which personal information you are requesting. We will try to respond to such requests as soon as possible, and will advise you if for some reason we cannot respond right away. There may be a charge for retrieving this information, in which case you will be notified in advance, and may, if you like, withdraw your request. You may also challenge the reasonableness of the charge. Updated versions of this Privacy Policy are posted on Primaris' website at www.primarisreit.com, or you can direct any queries about this Policy to Primaris' Privacy Officer at the mailing address listed below.

CONTACT US

For more information, to file a complaint, to make enquiries, or to opt out of all or parts of this Policy, please contact Primaris' Privacy Officer:

Mordecai Bobrowsky
Primaris Management Inc.
181 Bay Street, Suite 2720
Toronto, Ontario M5J 2T3

If you have a complaint, we want to know about it. If you have a complaint related to this Privacy Policy or any of our procedures, contact our Privacy Officer. We will take the steps necessary to resolve the issue. If we are not able to resolve your concern, or if you have any other concerns about Primaris' Privacy Policy and procedures, you may contact the Office of the Privacy

Commissioner of Canada or, if applicable, the appropriate provincial Privacy Commissioner. Primaris' Privacy Officer will provide you with this contact information upon request.