

SmartCentres-Markham Village Music Festival Sweepstakes

Official Rules

1. **Eligibility:** No purchase necessary to enter or win. A purchase will not enhance the chance of winning a prize. This sweepstakes is open to legal residents of Canada who are age 18 or older at the time of entry, excluding residents of Quebec. Sweepstakes is void where prohibited.
3. **Promotion Period:** Sweepstakes begins at 12:00:01 a.m. Eastern Time on June 16, 2023 and ends 11:59:59 p.m. Eastern Time on June 17, 2023 (the "Promotion Period"). Please add or subtract from the start and end dates/times listed as necessary to account for your local time zone. Entries must be received and recorded by the Sponsor's computer system during the Promotion Period and Sponsor's computer system is the official time keeping device for the sweepstakes.
4. **To Enter:** Visit www.smartcentres.com/MVMF (the "Website") during the Promotion Period. Follow the posted instructions for registration, including your complete name, address, e-mail address, and daytime phone number. Entries are limited to one (1) entry per person, per day, during the Promotion Period. Attempts to submit more than the allowed number of entries by using multiple or different email addresses, identities or other methods will cause such participant's entries to be void. Any entries generated by robotic, programmed, script, macro or other automated devices will be disqualified. All entries and entry information become the property of the Sponsor.
5. **Prize and Odds of Winning:** One Grand Prize winner will receive two (2) tickets to a Toronto Blue Jays game in the 2023 season valued at approximately \$250. Odds of winning Grand Prize depend on the number of eligible entries received.
6. **Drawing:** The winner will be selected in a random drawing conducted on or about June 20, 2023 from among all entries properly received during the Promotion Period.
7. **Prize Conditions:** Prize cannot be transferred, redeemed for cash or substituted. All costs and expenses not expressly specified herein as Sponsor's responsibility are solely the winner's responsibility. If winner cannot accept the prize as stated, prize will be forfeited in its entirety and an alternate winner selected.
8. **General Conditions:** By participating, entrants agree to be bound by these Official Rules. Except where legally prohibited, winner grants (and agrees to confirm such grant in writing) permission to Sponsor and those acting under its authority the right to the use of his or her name, picture, likeness, voice, biographical information and statements, at any time or times, for advertising, trade, publicity and promotional purposes without additional compensation, in all media now known or hereafter discovered, worldwide and on the Internet and World Wide Web, without additional notice, review or approval. Prospective winner will be notified by phone and/or by email. Winner will be required to complete, sign and return an Affidavit of Eligibility,

a Liability Release, skill testing question, and where lawful a Publicity Release within three (3) days of notification attempt. If documents are not returned timely, or if the prize notification is returned as non-deliverable, or if a winner is found to be ineligible or otherwise not in compliance with these Official Rules, the prize will be forfeited and an alternate winner selected. Federal, provincial and local income and other taxes on the prize are solely the responsibility of the winner. Any personally identifiable information collected during your participation in this Sweepstakes will be collected by Sponsor, and such information will be used for the administration of this Sweepstakes, marketing or other purposes as stated in these Rules and otherwise treated in a manner consistent with the Privacy Policy posted on www.smartcentres.com website. By participating, entrants agree to allow SmartCentres Real Estate Investment Trust to periodically send notification of special offers and promotions via e-mail. If at any time you decide that you do not wish to be contacted further about special offers and promotions via e-mail, follow the instructions in the e-mail to unsubscribe.

9. **Limitation of Liability:** Neither Sponsor nor its agencies are responsible for lost, illegible, late, misdirected, incomplete, or non-delivered entries; or for corrupted, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Web site, telephone or other connections, availability or accessibility, transmissions or miscommunications; or computer hardware or software malfunctions, failures, or technical errors or difficulties; or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of entry or other information or the failure to capture, or loss of, any such information. Sponsor is not responsible for injury or damage to participants' or any other person's computer or device related to or resulting from participating in this Sweepstakes or from use of the Website. If, for any reason, Sweepstakes, in the sole opinion of Sponsor, is not capable of running as planned by reason of infection by computer virus, tampering, unauthorized intervention, fraud, technical failures or any other causes which, in sole opinion of the Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right, at its sole discretion, to modify or suspend Sweepstakes, and determine winner as otherwise deemed fair and equitable by Sponsor. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with entry process or operation of Sweepstakes or Website, to be acting in violation of the terms of the Website or to be acting in a disruptive manner, or with intent to threaten, abuse or harass any other person. In case of dispute, the authorized subscriber of e-mail account used to enter at actual time of entry will be deemed to be the participant, and must comply with these Official Rules. The authorized account subscriber is deemed to be natural person who is assigned an e-mail address by an Internet

Access Provider, on-line service provider, or other organization that is responsible for assigning e-mail addresses.

- 10. Application of Rules and Choice of Law.** By entering this Sweepstakes promotion, entrants agree to abide by these Official Rules, which shall be final and binding as regards all matters pertaining to this promotion. By entering the Sweepstakes, participants further agree to release, discharge and hold harmless the Sponsor and their respective officers, directors, employees and agents, sponsors and licensees from any and all damages whether direct or indirect, including, without limitation, liability in connection with any injuries, damages or losses of any kind, whether to person or property, including death, rising out of the acceptance, enjoyment, use and/or misuse of any Prize and/or participation in this promotion. All entries become property of Sponsor. Any and all disputes will be resolved, individually and without recourse to class action, in the appropriate courts in the Province of Ontario exclusively, and subject to the laws of the Province of Ontario. Should there be a conflict between the laws of the Province of Ontario and any other laws, the conflict will be resolved in favor of the laws of the Province of Ontario.

- 11. Winner's List:** The winner's name will be available online at entry site as well as upon request via letter with self-addressed stamped envelope to Sponsor's address ATTN: 2023 SmartCentres/Markham Village Music Festival Winners List starting on or about June 20, 2023.

- 12. Sponsor:** SmartCentres REIT; 3200 Highway 7; Vaughan Ontario; L4K 5Z5

- 13. Markham Village Music Festival Disclaimer:** Entrant agrees and acknowledges, as a condition of participating in the Sweepstakes, that the Markham Village Music Festival, and their owners, directors, officers, employees, contractors, agents, representatives, parents, subsidiaries, attorneys, insurers, and associated corporations and entities (individually and collectively referred to herein as the "Music Festival or "MVMF") do not sponsor, endorse, or administer, nor are they in any way associated with, this Sweepstakes. As a condition of participating in this Sweepstakes, entrant further acknowledges and agrees that entrant shall release the MVMF from any and all liability arising out of or relating to entrant's participation in this Sweepstakes, or entrant's acceptance, use, or misuse of a Prize. All questions regarding this Sweepstakes must be directed to Sponsor, not MVMF.

14. Toronto Blue Jays Disclaimer: Entrant agrees and acknowledges, as a condition of participating in the Sweepstakes, that the Toronto Blue Jays, and their owners, directors, officers, employees, contractors, agents, representatives, parents, subsidiaries, attorneys, insurers, and associated corporations and entities (individually and collectively referred to herein as the “Toronto Blue Jays”) do not sponsor, endorse, or administer, nor are they in any way associated with, this Sweepstakes. As a condition of participating in this Sweepstakes, entrant further acknowledges and agrees that entrant shall release the Toronto Blue Jays from any and all liability arising out of or relating to entrant’s participation in this Sweepstakes, or entrant’s acceptance, use, or misuse of a Prize. All questions regarding this Sweepstakes must be directed to Sponsor, not the Toronto Blue Jays.

15. Major League Baseball Disclaimer: Entrant agrees and acknowledges, as a condition of participating in the Sweepstakes, that Major League Baseball, and their owners, directors, officers, employees, contractors, agents, representatives, parents, subsidiaries, attorneys, insurers, and associated corporations and entities (individually and collectively referred to herein as “MLB”) do not sponsor, endorse, or administer, nor are they in any way associated with, this Sweepstakes. As a condition of participating in this Sweepstakes, entrant further acknowledges and agrees that entrant shall release MLB from any and all liability arising out of or relating to entrant’s participation in this Sweepstakes, or entrant’s acceptance, use, or misuse of a Prize. All questions regarding this Sweepstakes must be directed to Sponsor, not MLB.