

CAPREIT HAPPY DAYS CONTEST RULES (the “Contest”)

THIS CONTEST IS OPEN TO CANADIAN RESIDENTS ONLY, EXCLUDING QUEBEC, AND IS GOVERNED BY CANADIAN LAW AND THE LAWS OF THE PROVINCE OF ONTARIO.

NO PURCHASE NECESSARY. PARTICIPATION IN THIS CONTEST CONSTITUTES YOUR FULL AND UNCONDITIONAL ACCEPTANCE OF, AND AGREEMENT TO BE LEGALLY BOUND BY, THESE CONTEST RULES (the “RULES”).

1. CONTEST PERIOD:

The Contest begins on November 16 at 12:00 a.m. Eastern Time (“ET”) and ends on December 21, 2019 at 5:00 p.m. ET. (the “Contest Period”).

2. ELIGIBILITY:

Contest is open to all residents of Canada (excluding Quebec) who have reached the age of majority in their province/territory of residence at the time of entry, except employees (and those with whom such persons are living, whether related or not) of CAPREIT Limited Partnership (the “Sponsor”), its affiliates, subsidiaries, agents, advertising/promotional agencies, and suppliers (collectively, the “Contest Parties”). Entries must be from individuals only; groups, organizations and multiple-party entries are not eligible.

3. HOW TO ENTER:

To participate in this Contest, you must have a valid Facebook account (an “Account”). If you do not have an account, visit www.facebook.com and register in accordance with the enrollment instructions. You must be in compliance with Facebook’s Policies and Community Standards at the time of entry.

During the Contest Period, to be eligible, the participant must post an image of their favourite moment that has made them **happy** during the year of 2020 to the CAPREIT Apartments (Official Site)’s Facebook page (<https://www.facebook.com/caprent>) (the “Page”) and include the following hashtags: #happydayscapreit; #bestplacetolive #capreitliving (the “Hashtag”). Submitted photos must comply with the Photo Entry Specifications (as set out below), must not have been previously published, and must depict a ‘happy moment’ in 2020 (the “Contest Photo”).

Entrants will receive one (1) entry in the Contest upon submitting their Contest Photo as described above and in accordance with these rules. **LIMIT ONE (1) ENTRY PER PERSON/ACCOUNT DURING THE CONTEST PERIOD.**

Without limiting any other portion of these Rules, the Sponsor reserves the right, in its sole discretion, to disqualify any entrant should they not meet all requirements of these official Rules, or if their entry contains inappropriate or offensive content. 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, Facebook accounts, identities, email addresses and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or to disrupt this Contest, then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. Your Entry may be rejected if (in the sole and absolute discretion of the Sponsor) the Entry is not fully completed with all required information and submitted and received in

accordance with these Rules during the Contest Period. The Contest Parties are not responsible for late, lost, misdirected, delayed, incomplete or incompatible entries (all of which are void).

4. SUBMISSION REQUIREMENTS

By submitting an entry, each entrant agrees that their entry complies with all conditions stated herein. The Contest Parties bear no legal liability, expressed or implied, regarding the use of the Contest Photo by the Contest Parties and the Contest Parties shall be held harmless by an entrant in the event it is subsequently discovered that the entrant has departed from or not fully complied with any of the Rules.

Photo Entry Specification

By participating in the Contest, each entrant agrees to be bound by these Rules, and further warrants and represents that their Contest Photo:

- (i) is original to them and that they have all necessary rights (including, without limitation, the consent of the photographer) in and to the Contest Photo being submitted to the Contest;
- (ii) does not violate any law, statute, ordinance, regulation, or the rights of any third party, including, but not limited to copyright;
- (iii) does not contain any reference to or likeness of any identifiable third parties, unless consent has been obtained from all such individuals (or their parent/legal guardian if they are under the age of majority in their jurisdiction of residence);
- (iv) does not contain any identifiable third-party products and/or trade-marks, brands or logos, unless the necessary permissions/licenses have been obtained;
- (v) does not defame, infringe or violate publicity or privacy rights of any person, living or deceased, or otherwise infringe upon any person's, entity's, or organization's personal or proprietary rights, including but not limited to, intellectual property rights;
- (vi) is in "good taste" and in keeping with the Sponsor's brand image and must not be explicit, offensive, obscene, or vulgar, and must not be derogatory towards any person and/or group, or promote any activities that may be unsafe or dangerous, as determined by the Sponsor, in its sole and absolute discretion;
- (vii) is not libelous, threatening or harassing;
- (viii) does not instigate others to commit illegal activities or violate human rights; and
- (ix) does not contain any viruses, worms, or other interfering computer programming.

Any Contest Photo that the Sponsor deems, in its sole and absolute discretion, to violate the terms of these Rules may be removed from the Page.

By submitting a Contest Photo and entering this Contest, each entrant: (a) grants to Sponsor and its affiliated companies, a perpetual, world-wide, non-exclusive and royalty-free license to use, display, modify, reproduce, publish, distribute, make derivative works of, sublicense, and otherwise commercially and non-commercially use the Contest Photo and the entrant's name, profile picture, and caption, in whole or in part, for advertising or promoting the Contest or for any other reason; (b) waives all moral rights in and to their Contest Photo in favour of the Sponsor; and (c) agrees to release and hold harmless the Contest Parties and each of their respective agents, employees, directors, successors and assigns against any and all claims based on publicity rights, defamation, invasion of privacy, copyright

infringement, trade-mark infringement and any other intellectual property related cause of action. The Sponsor and/or the Contest Parties reserve the right, in their sole discretion, to modify, edit or remove any Contest Photo if a complaint is received with respect to same, or for any other reason.

4. THE PRIZE AND APPROXIMATE RETAIL VALUE:

A total of five (5) prizes will be available to be won. Each prize consists of one \$150.000 CDN Happy Card gift card of their choice, available from Giftcards.ca (the "Prize"). The Prize must be accepted as awarded and is not transferable or convertible to cash. No substitutions except at the Sponsor's option, and the Sponsor reserves the right, in its sole discretion, to substitute the Prize with a prize of equal or greater value. Prizes will be awarded within thirty (30) days of the announcement of the winners.

5. PRIZE WINNER SELECTION:

On December 22, 2020, a judging panel comprised of CAPREIT marketing team members will choose five (5) eligible entrants from all the submissions entered into the Contest within the Contest Period. Odds of winning depend on the number of entries.

6. WINNER NOTIFICATION PROCESS:

Each selected entrant will be contacted via Facebook and notified they are eligible to win. Each selected entrant must reply by private message within three (3) business days of notification and provide CAPREIT with their contact information (email address and telephone number). Before being declared a winner, selected entrants must first correctly answer a mathematical skill-testing question without aid, to be administered, at the Sponsor's sole discretion, by telephone, email or other electronic means.

If a selected entrant: (i) cannot be contacted within three (3) business days of the Sponsor's first attempted contact or if there is a return of any notification as undeliverable and/or if any correspondence is not responded to; (ii) fails to correctly answer the skill-testing question; or (iii) fails to return the contest documents within the allotted time, then they may, in the sole and absolute discretion of the Sponsor, be disqualified and will forfeit all rights to the Prize and the Sponsor reserves the right to select an alternate entrant from the remaining eligible entries.

Upon acceptance of the Prize, each winner acknowledges acceptance of the Prize (as awarded) and releases the Contest Parties and each of their respective officers, directors, employees, agents, representatives, successors and assigned (collectively, the "Released Parties") from any and all liability in connection with this Contest, their participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and agrees to the publication, reproduction and/or other use of their name and province of residence, without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner or medium whatsoever, including print, broadcast or the internet.

7. GENERAL:

All entries become the property of the Sponsor. The Sponsor or Facebook assumes no responsibility for: entries lost, stolen, delayed, damaged or misdirected, or for the failure, interruption, technical malfunction or delay of any email or other communication to be received, howsoever caused. The 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.

The Sponsor and Facebook will not be liable for any technical failure during the Contest Period; for any technical malfunction or other problems relating to the telephone network or lines, computer online systems, servers, access providers, computer equipment or software; for the failure of any entry to be received by the Sponsor for any reason including, but not limited to, technical problems or traffic congestion on the internet or at any website or Facebook; or any combination of the above. Further, the Sponsor and Facebook will not be liable for any injury or damage to an entrant's or any other person's or business' computer related to or resulting from participating, registration or downloading any material in the Contest.

All entries are subject to verification. The Sponsor reserves the right, in its sole discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor) of an eligible entrant to participate in this Contest. Failure to provide such proof in a timely manner may result in disqualification.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with their entry for the purpose of administering the Contest and in accordance with the Sponsor's privacy policy (available at: <http://www.caprent.com/privacy-policy/>). The Contest winner(s) agree (on their own behalf) to the publication of their name without further notice of compensation.

8. INTELLECTUAL PROPERTY

All intellectual property used by the Sponsor in connection with the promotion and/or administration of the Contest, including, without limitation, all trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned (or licensed, as the case may be) by the Sponsor. All rights are reserved. Unauthorized copying or use of any such intellectual property without the express written consent of its owner is strictly prohibited.

9. FACEBOOK NOT INVOLVED

This Contest is not in any manner whatsoever sponsored, endorsed or administered by Facebook or associated with Facebook. You understand that you are providing your information to the Sponsor and not to Facebook. The information you provide will be used for the administration of this Contest and in accordance with the Sponsor's privacy policy (see above). Facebook is 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 Facebook.

10. GIFTCARDS.CA

Giftcards.ca are not a sponsor of, nor affiliated with the administration of this Contest and is named solely for the purpose of prize description only.

11. HAPPY CARDS CANADA

Happy Cards Canada (<https://happycards.ca/>) are not a sponsor of, nor affiliated with the administration of this Contest and is named solely for the purpose of prize description only.