

CANADIAN APARTMENT PROPERTIES – REIT MOTHER’S DAY 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 May 5 at 9:00 a.m. Atlantic Standard time (“AST”) and ends on May 12, 2021 at 4:59 p.m. AST. (the “**Contest Period**”).

2. ELIGIBILITY:

Contest is open to all residents of Canada 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, eligible entrants must post an image of the Mother’s Day card put together by your child to the official contest web page <https://capreit.ca/mothers-day-contest/> (the “**Page**”). Residents should only submit one photo of the card. Submitted photos must comply with the Entry Specifications (as set below), must not

have been previously published and must depict a handmade card (the “**Contest Entry**”).

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 RESIDENT/E-MAIL 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.

5. THE PRIZE AND APPROXIMATE RETAIL VALUE:

A total of one prize will be available to be won. The prize consists of one \$75.00 CDN gift card of their choice, that can be awarded via email ONLY, 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.

6. PRIZE WINNER SELECTION:

On May 13, 2022, a judging panel will choose one eligible entrant from all the submissions entered into the Contest within the Contest Period. Entries will be judged on creative expression,

relevance and quality. Odds of winning depend on the number of entries.

7. WINNER NOTIFICATION PROCESS:

Each selected entrant will be contacted via email and notified they are eligible to win. Each selected entrant must reply by email to promotions@capreit.net within three (3) business days of notification.

Before being declared a winner, selected entrants must first correctly answer a mathematical skilltesting 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 Prizes and the Sponsor reserves the right to select an alternate entrant from the remaining eligible entries.

Upon acceptance of the Prizes, each winner acknowledges acceptance of the applicable 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 Prizes 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.

8. GENERAL:

All entries become the property of the Sponsor. The Sponsor 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 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 any combination of the above. Further, the Sponsor 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.

9. 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.

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.