

**The Bay Centre “WIN A YEAR OF GIVING” Campaign Contest Rules and Regulations**

**CONTEST IS OPEN TO ALL BRITISH COLUMBIA RESIDENTS AT OR OVER THE AGE OF MAJORITY AND IS GOVERNED BY CANADIAN LAW AND BY THE LAWS OF THE PROVINCE IN WHICH THE SHOPPING CENTRE IS LOCATED.**

**Standard data rates apply to participants who choose to participate in the contest via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.**

1. **CONTEST PERIOD:** The “WIN A YEAR OF GIVING” contest (“contest”) begins on November 17, 2017, 10:00am (PST) Pacific Standard Time (“PST”) and ends on December 17, 2017, 11:59pm (PST), (“contest period”).
2. **ELIGIBILITY TO ENTER:** The contest is open to legal residents of British Columbia at or over the age of majority. Employees, principals, representatives or agents of TBC Nominee Inc., The Manufactures Life Insurance Company, Colliers Macaulay Nicolls Inc., Cushman & Wakefield Asset Services, Inc. collectively, the “**Contest Sponsors**”); and immediate families (spouse, mother, father, sister, brother, daughter or son, regardless of where they live) or members of their same households (whether related or not) of any of the Contest Sponsors and employees of The Bay Centre retailers are not eligible to enter.
3. **HOW TO ENTER:** ONE ENTRY PER PERSON, EITHER ONLINE at [www.thebaycentre.ca/contest](http://www.thebaycentre.ca/contest) or [www.thebaycentrecontest.com](http://www.thebaycentrecontest.com) (the “**Contest Website**”) OR IN-CENTRE ON THE LOWER LEVEL IN CENTRE COURT VIA THE DIGITAL SCREEN, NO PURCHASE IS NECESSARY. MAKING A PURCHASE WILL NOT IN ANY WAY WHATSOEVER INCREASE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING IN THIS CONTEST. Multiple online or digital in-centre entries from the same person will void all entries from that person.

All entries must be received by December 17, 2017 by 11:59pm (PST). In order to qualify for the Grand Prize, the entry form must be completely and properly filled out. No entries will be accepted by any other means. All submissions become the property of the Contest Sponsors and will not be returned.

4. **ENTRY LIMIT:** Maximum of one entry per person during the contest period.
5. **THE GRAND PRIZE AND APPROXIMATE RETAIL VALUE:**

**Grand Prize:** There will be one (1) Grand Prize available to be won consisting of:

- a. Four (4) Bay Centre gift cards valued at five-hundred dollars (\$500) each for a total of \$2,000. Use of **The Bay Centre gift card** is subject to their terms and conditions, which are available at The Bay Centre’s Guest Services desk, located on the lower level;
- b. Twelve (12) Monthly lunch experiences for two (2) at Earls Kitchen + Bar includes one (1) appetizer, two (2) main entrees and two (2) Earls’ signature cocktails to a maximum valued of \$85 plus taxes. Does not include tip. Valid dine in only at Earls Kitchen + Bar Bay Centre only at 1199 Government Street, Victoria BC. Winner receives twelve (12) Earls Kitchen + Bar gift cards valued at eighty-five (\$85) each for a total of \$1,020. No cash value. Must be 19 years or older to be served alcohol;
- c. One (1) Purdys Chocolatier Chocolate for a Year gift package valued at Three hundred and fifty dollars (\$350). Vouchers must be redeemed at Purdys Chocolatier Bay Centre location only in the calendar month located on the front of the certificate. Certificates may only be redeemed for chocolates as specified and has no cash valued, therefore no cash will be refunded. Package includes vouchers for the following:
  - i. January 2018 voucher: 18 pc box of Himalayan Pink Salt Caramels;
  - ii. February 2018 voucher: 32 pc box of Milk & Dark Chocolate Favourites;
  - iii. March 2018 voucher: 15 pc box of Mini Sweet Georgia Browns;
  - iv. April 2018 voucher: 300 g box of English Toffee;
  - v. May 2018 voucher: 5 pc Chocolate Survival Kit;
  - vi. June 2018 voucher: 20 pc box of Hedgehogs;
  - vii. July 2018 voucher: 20 pc box of Truffles;
  - viii. August 2018 voucher: 16 pc Classics Box;
  - ix. September 2018 voucher: 2 Peru and 2 Ecuador Single Origin Bars;
  - x. October 2018 voucher: 8 pc box of Sweet Georgie Browns;
  - xi. November 2018 voucher: 15 pc box of Turona;
  - xii. December 2018 voucher: 15 pc box of Salted Hazelnut Flake.
- d. One (1) 12-month Fitness All-Club Membership to GoodLife Fitness valid at any GoodLife Fitness location valued at One Thousand dollars (\$1,000). Must be activated by June 30, 2018. Individual redeeming the certificate must enter into GoodLife’s standard Member Agreement, as presented, or the certificate shall be null and void. Cannot be combined with any other offer. Non-transferable. No cash value. Certificate is not redeemable for cash or credit in part or whole.
- e. Twelve (12) Monthly Gel Manicure and Pedicure vouchers from Cali Nails Bay Centre valued at Eighty-five dollars (\$85) each for a total value of One Thousand and Twenty dollars (\$1,020). Vouchers must be redeemed at Cali Nails Bay Centre location only in the calendar month located on the front of the certificate commencing January 2, 2018 and ending December 31, 2018. Certificates may only be redeemed for Gel Manicure and Pedicure as specified and has no cash valued, therefore no cash will be refunded.
- f. Nine (9) haircuts at Eco Chic AVEDA Salon & Spa located at The Bay Centre in Victoria, B.C., valued at Fifty-five dollars (\$55) plus taxes, does not include tip. Haircuts must be booked with an appointment with senior stylist Maddy. No cash value. Expires December 31, 2018. Total value is Five Hundred and Forty dollars (\$540).
- g. Parking for one year in The Bay Centre’s underground parkade valued at Five Thousand Four Hundred and Seventy-five dollars (\$5,475). Parking is not guaranteed and is available on a first-come, first serve basis. Parking pass valid until December 31, 2018. Parking pass is non-transferable and is only valid for one vehicle. No cash or credit value in whole or part. Contest sponsors are not held liable for any liability or damages arising from use of parkade. Parking pass is subject to the terms and conditions of the parkade operator.

- h. Starbucks Coffee for a Year with a daily maximum of five dollars (\$5) handcrafted beverage of the winner's choice for Three Hundred and Sixty-Five days (365) valued at One Thousand Eight Hundred and Twenty-five dollars (\$1,825). Actual prize consists of Twelve (12) One Hundred and Fifty-two dollar (\$152) Starbucks gift cards valid at Starbucks Bay Centre only. No cash value.
- i. Shoes for a Year package includes the following for a total value of One Thousand dollars (\$1,000):
  - i. Five (5) Bay Centre gift card valued at One Hundred dollars (\$100) each (collectively, the "Gift Cards") for a total of Five hundred dollars (\$500);
  - ii. One (1) The Shoe Shop gift card valued at One Hundred and Twenty-five dollars (\$125) valid only at The Shoe Shop Bay Centre;
  - iii. One (1) Call it Spring gift card valued at One Hundred dollars (\$100) valid only at Call It Spring Bay Centre;
  - iv. One (1) Aldo gift card valued at One Hundred and Fifty dollars (\$150) valid only at Aldo Bay Centre;
  - v. One (1) Payless ShoeSource gift card valued at Seventy-five dollars (\$75);
  - vi. One (1) SoftMoc gift card valued at One Hundred and Twenty-five dollars (\$125);
  - vii. One (1) Sterling gift card valued at One Hundred dollars (\$100);
  - viii. One (1) Hudson's Bay gift card valued at One Hundred and Twenty-five dollars (\$125) valid only at the Hudson's Bay Downtown.

The Grand Prize has a total approximate retail value of up to Fourteen Thousand Five Hundred and Thirty dollars (\$14,530) CAD (maximum value). Under no circumstances whatsoever will any difference between the actual and approximate retail values be awarded.

**Grand Prize Additional:** Without limiting the generality of the foregoing, the following general conditions apply to the Grand Prize and any other prize awarded under the contest (a "Prize"): (i) Prize must be accepted as awarded and is not transferable, assignable and/or convertible to cash; (ii) no substitutions; (iii) accepting the Prize, the confirmed winner agrees to waive all recourse against the Released Parties (as defined below) if the Prize or a component thereof does not prove satisfactory, either in whole or in part; (iv) the Contest Sponsors reserve the right, in their sole discretion; to substitute any and all of the Prizes for Prizes of equal or greater value should all or part of the Prize become unavailable for any reason; (v) except as expressly represented or warranted herein, the Prize is provided to the winner "as is" without any additional or further representation or warranty of any kind. All taxes, fees, surcharges and other charges on the Prize, if any, are the sole responsibility of the Prize winner. None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of the Grand Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, the confirmed winner acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Contest Sponsor or any of the Released Parties should the Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting the Grand Prize, the confirmed winner agrees to waive all recourse against the Released Parties if the Grand Prize or a component thereof does not prove satisfactory, either in whole or in part.

#### 6. DRAW SCHEDULE NOTIFICATION AND DISTRIBUTION

Grand Prize: On December 18, 2017 (the "Draw Date") in Victoria, British Columbia at approximately 5:00pm (PST), one (1) eligible entrant will be selected by random draw from among all eligible finalist entries.

- 7. **WINNER SELECTION:** The Contest Sponsors reserve the right to reject entries if they have not met the required entry criteria. Winners will be selected by the Contest Sponsors' by random out of all eligible entries received during the contest period. Eligible winner will be notified by phone at the telephone number indicated on their entry registration form that they entered the contest with instructions for confirming eligibility and claiming the Prize. If a winner does not contact the Contest Sponsors within 48 hours of being contacted, the winner will be disqualified and an alternative winner may be selected.

The odds of becoming a winner will depend upon the number of eligible entries submitted. Potential Prize winner will be required to answer, without assistance of any kind, whether mechanical or otherwise, a time limited, mathematical skill-testing questions, provide identification satisfactory to the representative of the Contest Sponsors and sign an acknowledgement and liability/publicity release form prepared by the Contest Sponsors. A potential Prize winner must comply with all the Contest Rules in order to be deemed an official winner.

Any attempt to manipulate the contest outcome will result in disqualification.

In the event of non-compliance with these Contest Rules by a potential contest winner, an alternative winner may be selected. By entering this contest, all entrants acknowledge having read these Contest Rules, agree to be bound by them and agree to the use of his or her name, photograph and potential appearance in any related publicity without further compensation.

#### 8. PUBLICITY, USE OF REGISTRATION INFORMATION

By accepting a prize, the Grand Prize Winner consents to the use by the Contest Sponsors, and their advertising and promotional agencies of his or her name, address, voice, statements and photograph, other likeness and information provided for advertising and promotional purposes and grants the Contest Sponsors, the right to publish his or her proper name, city and province online and in print, or any other media, in connection with the Contest, the whole without further compensation, subject to applicable laws.

- 9. **LAWS:** These are the official rules and regulations for the contest (the "Contest Rules"). If any provision of these Contest Rules is found by any court of competent jurisdiction to be unenforceable, all other provisions will remain in full force and effect. This contest is subject to all applicable federal, provincial and municipal laws. These Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws. This contest is void where prohibited by law. The terms and conditions of this contest, as set out in these Contest Rules, are not subject to counter-offer or amendment by an entrant.
- 10. **PRIVACY:** By entering the contest, entrants agrees all entries received will remain the property of the Contest Sponsors and in no case will be returned to the entrants or shared with a 3<sup>rd</sup> party without the entrant's express written consent. By entering this contest and voluntarily providing personal information including, but not limited to, the entrant's name, postal code, city, e-mail address and telephone number(s), each entrant automatically grants permission to the Contest Sponsors and their respective advertising and promotional agencies for the collection and use of such information for the exclusive purpose of administering the contest and selecting the winners of the Prizes. Any entrant who has voluntarily indicated on the entry form that he/she wishes to be contacted

regarding future promotions and/or offers and has granted permission to do so, will be added to the Contest Sponsors' e-mail database. No further informational or marketing communications will be collected from entrants unless entrants provide the Contest Sponsors with explicit permission to do so as indicated on the entry form. For more information on The Bay Centre's privacy policy, please contact The Bay Centre in writing at the following address: The Bay Centre, #2-1150 Douglas Street, Victoria, B.C. V8W 3M9.

11. **DISPUTE:** Decisions of the contest judge, appointed by the Contest Sponsors, with respect to any issues surrounding this contest are final with respect to all aspects of this contest.
12. **TERMINATION:** The Contest Sponsors reserve the right to withdraw or terminate this contest at any time, without notice.
13. **LIMITATION OF LIABILITY:** The Contest Sponsors, or any of their directors, officers, employees and agents shall take no responsibility for any contest entries that for any reason whatsoever are lost, misplaced, destroyed, disqualified or misdirected.
14. **CONDUCT:** By entering the contest, entrants agree to be bound by these Contest Rules, which will be posted on [thebaycentrecontest.com](http://thebaycentrecontest.com), [thebaycentre.ca/contest](http://thebaycentre.ca/contest), and at the in-centre digital entry screen located on the lower level, and at The Bay Centre's Guest Services kiosk. Each contest entrant by entering this contest hereby releases the Contest Sponsors, their advertising and promotional agencies, their affiliates and respective directors, officers, employees and agents (collectively, the "**Released Parties**") from any claims whatsoever that the contest entrant may have as a result of the entrant's participation in this contest, including, without limitation, the selection of winners and administration of the contest, or, if declared a winner, the Prize. The Released Parties are not responsible or liable, jointly or severally, for any of the following: (i) failure of the internet or the website during the contest period including, without limitation, the failure for any reason whatsoever of selected entrants to receive a Prize notification, (b) for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, access providers, computer equipment, software, failure of any e-mail or traffic congestion on the internet or at any website, or any combination thereof including, without limitation, the failure of any entry or Prize claim to be received by the Contest Sponsors or any injury or damage to an entrant's or any other person's computer related to or resulting from playing or downloading any material in the contest, (iii) change in entrants' telephone numbers or e-mail address after entries are submitted, (iv) damage or loss, including any loss, loss of productions, loss of profits (anticipated or otherwise), economic loss, special, indirect or consequential loss or damage or punitive damages, whether in contract, tort or under any other theory of law or equity, arising from, connected with, or relating to the contest, the submission of entries to the contest, or participation in the contest, or the Prize and regardless of the cause or any negligence by any of the Released Parties or any person or entity for whom any of them are responsible, and notwithstanding that any of those entities or persons may have been advised of the possibility of such loss or damage being incurred.
15. These Contest Rules are subject to change without notice.