

**“TSAWWASSEN MILLS” WISHING TREE
(The “Contest”)
RULES AND REGULATIONS**

NO PURCHASE NECESSARY TO ENTER THE CONTEST. CONTEST IS VOID IN WHOLE OR PART WHERE PROHIBITED BY LAW. SEE ELIGIBILITY SECTION BELOW FOR FURTHER DETAILS. TO COMPLETE YOUR ENTRY, YOU MUST READ AND AGREE TO THE FOLLOWING TERMS. PARTICIPATION IN THIS CONTEST CONSTITUTES FULL AND UNCONDITIONAL AGREEMENT AND ACCEPTANCE OF THESE CONTEST RULES. ALL DOLLAR AMOUNTS ARE IN CANADIAN FUNDS (\$CDN) UNLESS OTHERWISE NOTED. **THE CONTEST IS OPEN TO ALL RESIDENTS OF BRITISH COLUMBIA, CANADA.**

(1) CONTEST PERIOD (the "Contest Period"):

The contest is held by Ivanhoe Cambridge Inc. (the “Contest Organizer”) and will begin **Friday, February 1st, 2019 at 12pm (PST)** and will end on **Friday, February 15th, 2019 at 7:00pm (PST)** (the "Contest Period").

(2) HOW TO ENTER

No purchase necessary. To enter the Contest each participant must visit the Wishing Tree by Entry 3 at Tsawwassen Mills and write a wish on a tag provided by a Tsawwassen Mills ambassador. In exchange participants will receive a red envelope. Prizes must be redeemed at Guest Services as instructed on the prize card (individually an “Entry” and collectively, the “Entries”).

There is a limit of one Entry per person per day during the Contest Period. Each completed Entry must be submitted during the Contest Period.

CONTEST ENTRIES ARE MONITORED AND IF THERE ARE MULTIPLE SUBMISSIONS FROM ONE PARTICIPANT IN A SINGLE DAY, THOSE SUBMISSIONS WILL BE INVALID FOR PURPOSES OF THE CONTEST AND MAY IN THE SOLE AND ABSOLUTE DISCRETION OF THE CONTEST ORGANIZER RESULT IN DISQUALIFICATION FROM THE CONTEST.

(3) PRIZES:

The Contest offers the chance to win one (1) of 998 prize items including the Grand Prize (as defined below). The value of each individual prize varies, however the overall value of prizing available is in excess of \$25,000.

Possible prizes:

- Retailer merchandise (359 items, valued at approx. \$8,030)
- Tsawwassen Mills Umbrella (245, valued at approx. \$5880)
- Tsawwassen Mills Necklaces (215, valued at approx. \$8,600)
- Tsawwassen Mills Gift Card* (178 items, valued at \$1,695)

Grand Prize:

- \$1000 Marc Cain VIP Shopping Experience to include champagne, chocolates, and exclusive GWP.

* To redeem gift card prizes, the Winner must be 19 years of age or older.

The following conditions apply:

- The Prize is non-negotiable, non-transferable and non-refundable. The Prize must be accepted as awarded and has no cash equivalent. Substitutions of equal value may be made at discretion of contest organizers.
- If for any reason, the Winner is unable to accept the prize as awarded, the Winner forfeits his/her right to the prize without compensation.
- The Contest Organizer, its subsidiaries or affiliates, directors, agents and employees are not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify the Winner. If a selected entrant can not be contacted within one (1) day following the end of the Contest Period, the Contest Organizer reserves the right to void that entry and select another eligible entrant for that prize.

(4) ODDS

The odds of winning a gift card depends on the total number of wishes received during the Contest Period.

- Retailer Merchandise: 359/998
- Tsawwassen Mills Umbrella: 245/998
- Tsawwassen Mills Necklace: 215/998
- Tsawwassen Mills Gift Card: 178/998
- Marc Cain Shopping Spree: 1/998

* To redeem gift card prizes, the Winner must be 19 years of age or older.

(5) WINNER SELECTION:

Winner will be disqualified at the Contest Organizer's sole and absolute discretion and the Potential Winner will forfeit all rights to the Prize. The Contest Organizer may in its sole and absolute discretion hold another random draw to select another eligible Entry from among the remaining eligible Entries, in which event the foregoing provisions herein shall apply to such newly selected Potential Winner.

Before being declared the confirmed Prize winner (the "**Winner**"), the Potential Winner must successfully answer a skill-testing question unaided and unassisted and present government-issues photo identification verifying the residency and age of the Potential Winner and sign a Declaration and Waiver of Responsibility Form.

If the Potential Winner (i) fails to correctly answer the skill-testing question, (b) fails to return the properly executed Declaration and Waiver of Responsibility Form, (c) cannot accept, or is unwilling to accept the Prize as awarded for any reasons, (d) fails to claim the Prize by no later than **February 15, 2019**, (e) fails to redeem the grand prize by no later than **March 31, 2019**, or (f) is determined to be in violation of these Rules and Regulations, all as determined by the Contest Organizer in its sole and absolute discretion, he or she may be disqualified (and if disqualified, will forfeit all rights to the Prize) and the Contest Organizer reserves the rights, to select an alternate Potential Winner for the Prize in accordance with the procedures outlined in these Rules and Regulations, in which case the foregoing provisions will apply to such newly selected Potential Winner.

(5) ELIGIBILITY:

Employees and their immediate families of Ivanhoe Cambridge Inc. or its affiliates, Tsawwassen Mills tenants and their employees, advertising agency and consultants, and other sponsors and suppliers and their employees are not eligible to enter. **The Winner must be current residents of British Columbia, Canada. To redeem gift card prizes, the Winner must be 19 years of age or older.**

(6) GENERAL RULES:

By entering the contest, you agree to be bound by the Contest Rules and the decisions of Contest Organizer, which decisions are final with respect to all matters relating the contest.

The contest is void where prohibited by law and is subject to all applicable federal, provincial and municipal laws and regulations. All incidental costs and expenses not specifically referred to herein, including (without limitation) taxes shall be the sole responsibility of the prize winner.

By entering the Contest, entrants agree to hold harmless Ivanhoe Cambridge Inc. and its affiliates, subsidiaries, agents, directors, officers and employees, Tsawwassen Mills (collectively the “Released Parties”) against any and all liability, damages or causes of action (however named or described) with respect to or arising out of: (i) entrant’s participation in the contest, (ii) the receipt or use of the prize awarded therein, or (iii) the administration of the Contest and the distribution of the prize awarded therein.

Prizes must be claimed in person and winners are responsible for their own transportation to and from Tsawwassen Mills. Upon approval, the selected entrant must sign Tsawwassen Mills’ standard form of Declaration and Waiver of Responsibility Form, releasing the Released Parties from any liability arising from, among other things: (i) participation in the Contest, (ii) acceptance of the prize awarded therein, or (iii) the administration of the Contest and the distribution of the prize awarded therein.

Prizes must be accepted as awarded and cannot be exchanged for cash or otherwise. No telephone contact or correspondence will be entered into except with a selected entrant.

The Contest Organizer reserves the right to substitute prizes of equal or greater value and/or terminate, modify or withdraw this contest, in whole or in part, at any time, without prior notice for any reason including but not limited to, viruses, bugs, tampering or other causes beyond the Contest Organizer's control which affect the administration, security, fairness or proper play of the contest. In the event a substitute prize is awarded, such prize must be accepted as awarded and cannot be exchanged for cash or otherwise.

Subject to the right of the Contest Organizer to make all determinations relating to the contest, any controversy or dispute arising out of the conduct of this Contest shall be resolved in the courts of the province of British Columbia applying the laws of British Columbia and Canada, as the case may require which exclusive jurisdiction and law entrants agree to submit as evidenced by their participation in the Contest.

All entries must be acquired in an ethical fair manner (Unethical may refer but is not limited to: bots, spamming, fake or multiple email accounts). Any attempt to subvert the process will lead to automatic disqualification.

(7) USE OF CONTEST INFORMATION:

By submitting the contest entry, all entrants consent and acknowledge that the Contest Organizer shall have the right to use any and all information relating to Contest, including information on entrants obtained through the Contest, for purposes of running the Contest and, where expressly consented to, for marketing purposes, unless prohibited by law. Entrants' information shall not be provided to any third party unless the entrant grants its consent to the Contest Organizer. For more information on how we use information, please refer to our privacy policy.

(8) LIMITATIONS OF LIABILITY:

The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of submissions in the Contest. The Released Parties assume no responsibility for any error, omission, tampering, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or authorized access to, or alteration of entries. The Released Parties are not responsible for any problems, viruses or technical malfunction of any telephone network or lines, computer on-line systems, server providers, computer equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the internet or at any website or combination thereof, including injury or damage to participants or to any other person's computer related to or resulting from participating or downloading materials in the contest.