

MCARTHURGLEN 10TH ANNIVERSARY CONTESTS

As a condition of participating in **The McArthurGlen 10th Anniversary Grand Prize Contest**, entrant agrees to be fully and unconditionally bound by these Official Rules and the decisions of McArthurGlen Vancouver (Sponsor) and waive any right to claim ambiguity in the Contest or these Official Rules.

1. ELIGIBILITY

This Contest is open to persons who are legal residents of Canada, excluding Quebec, and who have reached the age of majority in their, province, or territory except Directors, officers, employees, contractors, agents or representatives of McArthurGlen Vancouver, as well as the immediate family of such employees (including spouse, and parents, children and siblings, and their respective spouses regardless of where they live) and individuals living in the same households as these employees, whether related or not, are not eligible. The Contest is subject to all applicable Canadian, federal, provincial, and local laws and regulations and is VOID WHERE PROHIBITED OR RESTRICTED BY LAW. Contest Grand and Gold prizes require the successful solve of at skill testing question without electronic aids. No purchase necessary for the silver prize contest.

1. HOW TO ENTER

The Contest begins on July 3, 2025 at 10:00 a.m. PST, and ends on July 31, 2025 at 7:59 p.m. PST. ("Grand Promotional Period"), ("Gold Promotional Period") and ("Silver Promotional Period").

To enter one must provide one of the following (or combination thereof for additional ballots);

- (i) Proof of purchase from McArthurGlen with minimum spend of \$1000 CAD. Proof of purchase may take the form of a receipt or other proof of purchase (Apple Pay, or other online payment). Purchase must be made during the same (1) day during Promotional Period. Proof of purchases in the form of receipts must be presented to Guest Services for verification and stamp to receive contest ballot. In order to receive ballot from Guest Services, the following conditions must be met:

- a. Receipts must be of the same date. Receipts from different dates can not be combined.
 - b. Receipts must be for merchandise purchase only. Store gift card and MG gift card purchases do not qualify for minimum spend.
 - c. Once stamped, receipts can not be reused.
 - d. Duplicate or Reprint receipts are not accepted
 - e. E-receipts are not accepted.
 - f. Guests must arrive at Guest Services by 8pm or at least one hour before closing to enter into draw
 - g. If guests do not arrive for verification before close of Guest Services, they are able to present receipts for verification on a different date within the contest period of July 3-31st 2025
- (ii) Guest who do not qualify for the minimum, spend requirement for the Grand Prize contest are eligible to receive a ballot for the following draws:
- a. Gold Prize Contest: Minimum spend of \$300.
 - b. Silver Prize Contest: No minimum spend required. Limit one entry per customer, per day.

DRAWINGS AND ODDS OF WINNING

After the conclusion of the Promotional Period, on or about August 5, 2025 sponsors will select a single (1) Grand Prize winner, (1) Gold Prize Winner and (1) single Silver prize winner in a drawing from all eligible entries.

Odds of winning the Grand Prize, Gold Prize and Silver Prize will depend on the number of eligible entries received during the Promotional Periods.

1. GRAND PRIZE

The (1) winner will be awarded:

- (1) of certificate for a (2) Night Stay for 2 at Fairmont Empress in Victoria
 - ERV \$1,200
 - Not valid during months of July & August and over long weekends
- (1) of certificate for a (1) Night Stay for 2 in a Deluxe Room plus Breakfast for Two at Fairmont YVR
 - ERV \$800
 - Blackout Dates: N/A
- (1) of gift certificate for \$1,000 to use at McArthurGlen
 - ERV \$1,000
 - Blackout Dates: N/A
- (1) of certificate for (1) round trip flight for (2) adults between Vancouver Harbour and Victoria Harbour via HeliJet
 - ERV \$2000
 - Blackout Dates: N/A

Winner to receive prize certificates is responsible for booking prize experiences on their own. There is no required order to use these prizes and winner can begin in Victoria or Vancouver.

2. GOLD PRIZE

The (1) winner will be awarded:

- (1) Suite to the August 17th -Whitecaps Match at BC Place. Winner may bring up to 16 guests (suite capacity 17) to private suite to watch match. Includes up to 17 tickets, and suite access (ERV \$2,210)

3. SILVER PRIZE

The (1) winner will be awarded:

- Richmond Oval Ultimate Prize Pack including (1) of 1 month Richmond Oval Fitness Membership, (1) Hyperice Massage Gun, (1) of Richmond Oval Water Bottle and (1) of Richmond Oval Carry-All Pack (ERV \$500)

Prize Packages are subject to the terms and conditions set forth in this Contest. Winner must be 19 years or older. Prize Packages are not assignable or transferable. No cash equivalents of the Prize Packages or substitutions in prizes will be allowed, except by Sponsors, who may substitute a Prize Package (or portion thereof) with one of comparable or greater value. Each Prize Package is awarded AS IS and WITHOUT WARRANTY OF ANY KIND, express or implied, (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose) by Sponsors. Winner is responsible of the payment of all taxes and fees associated with prize receipt and/or use.

Prizes must be accepted as awarded and are not transferable or convertible to cash. No substitutions except at McArthurGlen Vancouver's option. McArthurGlen Vancouver reserves the right to substitute a prize or a prize component with one of equal or greater value, including without limitation.

1. WINNER'S NOTIFICATION

On or about August 5, 2025, Sponsors will contact the Grand Prize, Gold Prize and Silver prize winner via email, phone or direct message using the contact information on the winner's entry ballot. Sponsors will attempt to contact the winner during Sponsors' regular business hours at the email address, phone number, or social private message provided on the entry form. Failure to reach winner by after two (2) attempts (i.e., return of email as non-deliverable or failure of winner to respond to email within two weeks of contact) may, at Sponsors' discretion, result in disqualification of winner, forfeiture of the winner's interest in the Grand Prize, and selection of a substitute winner from among all remaining eligible entries. Winner may, at the option of the Sponsors, be required to complete and sign an Affidavit of Eligibility and Liability Release, where legal, a Publicity Release. Failure to complete and return such forms to Sponsors within seven (7) days of winner's receipt of such request will result in forfeiture of the Grand Prize. Winner will be

required, as a condition of winning a prize, to correctly answer, without assistance of any kind, McArthurGlen Vancouver's time-limited, mathematical skill-testing question to be administered by email or in person prior to prize pick up.

1. PUBLICITY

Except where prohibited by law, by entering the Contest, as a condition of participating in this Contest, entrant agrees to the use by Sponsors and their designees of entrant's name, photograph, video submission, likeness, statements, biographical information, voice and city and provincial or state address, for advertising and promotional purposes, as well as use on Sponsors' website, worldwide, including, but not limited to, attribution as author of entrant's Story (should one be submitted), and in perpetuity, in any and all forms of media, now known or hereafter devised without additional compensation, review or approval rights, notification or permission, except where prohibited by law. At the option of Sponsors, entrants and/or winners of any prize may be required to execute a Publicity Release. Sponsors reserve the right to raw video footage and may screen shot and/or edit files for promotional purposes.

ENTRANTS FURTHER ACKNOWLEDGE THAT ENTRANT'S IDENTIFYING INFORMATION MAY BE DISCLOSED TO THIRD PARTIES INCLUDING, WITHOUT LIMITATION, PLACING ENTRANT'S NAME ON A WINNERS' LIST AND/OR HAVING ENTRANT'S NAME IDENTIFIED, EACH ENTRANT ACKNOWLEDGES AND AGREES THAT (1) ENTRANT HAS OPTED-IN TO SPONSORS' PRIVACY POLICY ON THE CONTEST ENTRY PAGE; AND (2) BY OPTING-IN, THAT ENTRANT HAS READ AND CONSENTS TO SPONSORS' PRIVACY POLICY (<https://www.mcarthurglen.com/en/outlets/ca/designer-outlet-vancouver/privacy-policy/>) AND TERMS OF USE.

1. LIMITATION OF LIABILITY

Without limitation, the Sponsor, its advertising and promotion agencies and the Contest judges will not be liable for any failure of the website during the Contest; for an technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; for the failure of any Entry to be received by the Sponsor, its advertising and promotion agencies or the Contest judges 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, its advertising and promotion agencies and the Contest judges will not be liable for any injury or damage to an entrant's or any other person's computer related to or resulting from participating or downloading any material in the Contest.

As a condition of participating in this Contest, entrant agrees to release, indemnify and hold harmless Sponsors and their parent and affiliated entities, subsidiaries, and each of their respective agents, representatives, officers, directors, shareholders and employees (collectively, "Releasees") from and against any injuries, losses, damages, claims, actions and any liability of any kind resulting from or arising from participation in the Contest or acceptance, possession, use, misuse or nonuse (including any travel or travel-related activity thereto) of the Grand Prize. Entrants agree that the laws of British Columbia, Canada will govern any and all disputes.

As a condition of participating in this Contest, entrant agrees that (1) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (2) all claims arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action; and (3) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred. Entrant waives any right to seek an award of attorneys' fees. Sponsors reserve the right to modify prize award procedures.

If, in the Sponsors' opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if computer virus, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Contest, Sponsors reserve the right at their sole discretion to disqualify any individual who tampers with the entry process and or void any entries submitted fraudulently, to modify or suspend the Contest, or to terminate the Contest and conduct a random drawing to award the Grand Prizes using all eligible, non-suspect entries received for the applicable drawing as of the termination date. Any attempts by an individual to access any website associated with this promotion via robotic, automatic entry devices, programs such as, but not limited to, by script, macro or any other automated means, or other unauthorized entry will void all such entries by such methods.

ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE SPONSORS' WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK CIVIL AND/OR CRIMINAL PROSECUTION AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW.

1. ARBITRATION AND DISPUTES

By entering the Contest, each entrant agrees to abide by these Contest Rules. This Contest is subject to all applicable federal, provincial and municipal laws. Void where prohibited by law. The decisions of McArthurGlen Vancouver with respect to all aspects of this Contest are final and binding on all entrants without right of appeal.

1. SPONSOR

McArthurGlen Vancouver

1000-7899 Templeton Station Rd.

Richmond, BC

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The actual odds of winning a Grand Prize, Gold Prize and Silver Prize will depend upon the total number of eligible entries received during the Promotional Period. All entries for the Grand Prize, Gold Prize and Silver Prize must be received by July 31, 2025 as indicated above to be eligible for the drawing on August 4, 2025. See Official Rules above for complete prize restrictions.