

## **PARTICIPANT TERMS AND CONDITIONS**

THESE TERMS AND CONDITIONS INCLUDE A RELEASE OF CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT. PLEASE READ CAREFULLY.

These Terms and Conditions (“Terms”) govern your participation in Cloverdale Mall’s—Santa’s Wintry Wonderland—Elf Express Trail (“Event”) made available by QuadReal Property Group Limited Partnership (“QuadReal”, “we” or “us”).

### **1. Contractual Relationship**

These Terms are a legally binding contract between you and QuadReal. By participating in the Event, you agree to be bound by these Terms. If you do not agree to these Terms, or cannot comply with these Terms, you may not participate in the Event.

Our collection and use of personal information in connection with the Event will be treated in accordance with QuadReal’s privacy policy which can be accessed at <https://www.cloverdalemall.com/privacy-policy>. These Terms will be exclusively governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

### **2. Participation in the Event**

**Participation.** To participate in the Event, guests must pre-register through the online event registration link.

For events where attendees are under the age of 18 a parent and/or guardian must register the minor and must remain in attendance at the event at all times. This event is geared to attendees 3 to 12 years of age or older. You must comply with these Terms and all applicable laws. We retain the right, in our sole discretion, to terminate your participation in the Event at any time for breach of these Terms.

Attention guests with food allergies. Please be aware that the beverage and food served may contain or come into contact with common allergens, such as dairy, eggs, wheat, soybeans, tree nuts, peanuts, fish, shellfish or wheat.

**Registration and Payment.** You must register for the Event through the online registration system designated by QuadReal and, if a participation fee is required (the “Participation Fee”), you must submit payment of the Participation Fee at the time of registration. If a Participation Fee is required, you will not be entitled to participate in the Event until full payment has been received by us. The Participation Fee is non-refundable unless the Event is cancelled by us for any reason, in which case we will refund the Participation Fee to you with no further liability whatsoever arising from such cancellation.

Be advised that by participating in The Elf Express Trail you are entering an area where photography, audio and video recording may occur. By attending this event premises, you consent to such recording media and its release, publication, exhibition or reproduction. If you do not want your photo and video taken, please speak to a QuadReal representative before entering the event space.

### 3. Disclaimers and Limitation of Liability

DISCLAIMER. QUADREAL DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, WHERE SUPPLIES ARE INCLUDED WITH REGISTRATION FOR THE EVENT, WE MAKE NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE QUALITY, SUITABILITY OR AVAILABILITY OF THE SUPPLIES. YOU AGREE THAT WE HAVE NO LIABILITY TO YOU FOR ANY PROBLEMS CAUSED BY THE SUPPLIES INCLUDING IF THE SUPPLIES CAUSE ILLNESS, ALLERGIC REACTION OR ANY OTHER ADVERSE CONDITION. YOU ACKNOWLEDGE THAT QUADREAL RELIES UPON THIRD PARTY PROVIDERS IN DELIVERING CERTAIN ASPECTS OF THE EVENT INCLUDING, BUT NOT LIMITED TO, PROCESSING PAYMENT, EVENT REGISTRATION, TECHNOLOGY PLATFORMS, AND THE PREPARATION OF SUPPLIES, AND YOU AGREE THAT WE MAKE NO REPRESENTATION, WARRANTY OR GUARANTEE REGARDING SUCH THIRD PARTY PROVIDERS AND THEIR PRODUCTS OR SERVICES AND HAVE NO LIABILITY TO YOU ARISING FROM ANY PRODUCTS SUPPLIED OR SERVICES PERFORMED OR ANY REPRESENTATION OR WARRANTY, IF ANY, MADE BY SUCH THIRD PARTY PROVIDERS.

ASSUMPTION OF RISKS. YOU AGREE TO ASSUME ALL RISKS AND HAZARDS OF PARTICIPATING IN THE EVENT INCLUDING, WITHOUT LIMITATION, NEGLIGENCE ON THE PART OF QUADREAL OR ANY OF ITS AFFILIATED ENTITIES AND THEIR RESPECTIVE EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, SPONSORS, SUCCESSORS AND ASSIGNS AS WELL AS ANY INSTRUCTORS, GUIDES, FACILITATORS OR VOLUNTEERS AS MAY BE PROVIDED OR MADE AVAILABLE. YOU UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF QUADREAL TO SAFEGUARD OR PROTECT YOU FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE EVENT.

RELEASE OF LIABILITY. YOU AGREE TO WAIVE ANY AND ALL CLAIMS AND TO RELEASE QUADREAL FROM ANY AND ALL LIABILITY FROM ANY LOSS, DAMAGE, EXPENSE OR INJURY, INCLUDING DEATH, THAT YOU MAY SUFFER AS A RESULT OF PARTICIPATING IN THE EVENT, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT (OR EQUIVALENT PROVINCIAL LEGISLATION) ON THE PART OF QUADREAL. YOU UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF QUADREAL TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE EVENT.

THE LIMITATIONS AND DISCLAIMERS IN THE TERMS DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.