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**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 SANTA LETTER WRITING KITS GIVEAWAY  (“**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.marchecentral.com/assets_dist/pdf/QuadReal-PRIVACY-POLICY.pdf>

These Terms will be exclusively governed by and construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein.

1. **Participation in the Event**

**Participation**. The Contest is open to any Canadian citizen or permanent resident of Canada residing in Québec who has reached the age of majority in their province or territory of residence. Individuals associated with the Contest, including employees of QuadReal Property Group Limited Partnership (“QuadReal”) Marché Central (collectively, the “Contest Partners”) and [tenants and occupants of the shopping centre known as “Marché Central”], and any of their subsidiaries and affiliated entities, and each of their respective directors, officers, employees, agents, representatives, promotional and marketing agencies, and any member of the immediate families of any of the foregoing and other individuals with whom any of the foregoing are domiciled, are not eligible to participate in the Contest.

Children aged 8 – 17 who, together with their parents and legal guardians, otherwise meet the eligibility criteria in this Section 1 will be permitted to enter the Contest with the prior written consent of the entering child’s parent or legal guardian, and be eligible to win the Prize (as defined in Section 4). In no case will a minor be declared a winner without the Release (as defined in Section 6) signed and delivered by the minor’s parent or legal guardian.

1. **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, MERCHANTABLE QUALITY, 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.**