

Merivale Mall Giveaway

Rules & Regulations

1. Eligibility:

The "Giveaway" is open only to legal residents of Ontario, Canada who are sixteen (16) years of age or older. Notwithstanding the foregoing, the Contest is not open to employees, representatives, or agents of Merivale Mall C/O First Capital Realty Inc. (the "Contest Sponsor") or the Contest Sponsor's advertising and promotional agencies, and all persons with whom any of the foregoing individuals are domiciled or members of their respective immediate families (individually and collectively the "Contest Parties"). Selected Participants may be required to provide government issued ID to prove their age at the time of redeeming their prizes. Winning Participants under the age of majority in their province/territory of residence must have a parent or legal guardian enter and accept the prize on their behalf.

By entering the Contest, each entrant is deemed to have accepted the rules set out below (the "Contest Rules"), which are subject to change without notice, and automatically releases the Contest Sponsor and all of their respective officers, directors, agents, representatives, and successors (collectively the "Released Parties"), from any liability arising in connection with the Contest, including, without limitation, the selection of the draw winners and the administration of the Contest. The Contest is in no way sponsored, endorsed, or administered by, or associated with, Instagram. The Contest Sponsor will only use the information provided by the entrant for contacting the winner of the Contest.

To claim the prize, you must show proof of purchase and provide your receipt (either a physical copy or a clear photograph).

2. How To Enter:

Entrants may enter the Contest on the Merivale Mall Instagram post. Entrants must like the post, tag a friend in the comments, and follow @merivalemall on Instagram between September 17th and October 7th 2026. The winner will be selected randomly via electronic draw. The winner will be selected and contacted on October 8th.

3. Prize:

There are three (3) separate one-hundred-and fifty-dollar (\$150) gift card prizes to be won and will be awarded to 3 persons whose name was drawn. There are three winners and no winner can win more than once. Each winner will have the opportunity to choose a gift card from any active tenant at Merivale Mall who offers a gift card program. The prize will be available for pickup from the mall management office during normal business hours at 1642 Merivale Road, Nepean, Ontario K2G 4A1.

Participating retailers:

- Farm Boy
- Fat Bastard
- Harvey's
- Marshalls
- Pizza Pizza

- Shoppers Drug Mart
- VR Adventures
- Fon Wireless

4. Winners:

Winners will be contacted via email. If a winner cannot be reached by 11:59PM on October 8th, another entrant will be selected. If that alternate winner does not respond by 11:59PM October 9th, he or she may, in the sole discretion of the Sponsor, be disqualified and, if disqualified, will forfeit all rights to the Prize. Any Prize that cannot be awarded in accordance with these Contest Rules will be forfeited. Potential winners that are successfully contacted by the Contest Sponsor or its designated representative must mutually agree upon a time with Merivale Mall Management to complete the requirements of the Contest as set out in these Contest Rules.

To be declared a winner and receive the Prize, all potential winners must successfully complete the requirements of the Contest as set out in these Contest Rules. Merivale Mall reserves the right to substitute selected retailer prize at their discretion. The odds of winning depend on the number of eligible entries submitted and received in accordance with these Contest Rules.

Before being declared a winner, each potential winner must: (a) Answer a skill testing question, (b) sign the Contest Sponsor's declaration and release form at the Merivale Mall Management Office, which, among other things, (i) confirms compliance with these Contest Rules, (ii) acknowledges acceptance of the Prize as awarded, (iii) releases the Released Parties from any liability in connection with this Contest, the entrant's participation therein and/or the awarding and use/misuse of the Prize or any portion thereof, and (iv) agrees to the publication, reproduction and/or other use of the entrant's name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Contest Sponsor in any manner, including print, broadcast, or the Internet (including, but not limited to, social media).

If an eligible winner (a) fails to answer the contest question (b) fails to return the properly executed Contest documents as outlined herein, (c) cannot accept (or is unwilling to accept) the Prize as awarded for any reason, and/or (d) is determined to be in violation of these Contest Rules (all as determined by the Contest Sponsor in its sole discretion), he or she may, in the sole discretion of the Contest Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the applicable Prize), and the Contest Sponsor reserves the right, in its sole discretion and time permitting, to select an alternate potential winner for the Prize in accordance with the applicable procedures outlined in these Contest Rules, in which case the foregoing provisions of this section will apply to such alternate potential winner.

5. Terms and Conditions:

All Contest entries are subject to verification at any time and for any reason. The Contest Sponsor reserves the right, in its sole discretion, to require proof of identity and/or eligibility (in a form acceptable to the Contest Sponsor, including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Contest, (ii) for the purposes of verifying the eligibility and/or legitimacy of any Contest entry, and/or (iii) for any

other reason the Contest Sponsor deems necessary, in its sole discretion, for the purposes of administering this Contest in accordance with these Contest Rules. Failure to provide such proof to the complete satisfaction of the Contest Sponsor in a timely manner may result in disqualification in the sole discretion of the Contest Sponsor. The Sponsor's official clock is the official time keeping device for this Contest.

This Contest is subject to all applicable federal, provincial, and municipal laws. The decisions of the Contest Sponsor with respect to all aspects of this Contest are final and binding on all entrants without the right of appeal. Anyone determined to be in violation of these Contest Rules for any reason is subject to disqualification in the sole discretion of the Contest Sponsor at any time. The Released Parties will not be liable for the failure of any Contest entry, including, but not limited to, illegible entries and/or missing information.

The Contest Sponsor reserves the right, in its sole discretion, to withdraw, amend, or suspend this Contest, or to amend these Contest Rules, in any way without prior notice or obligation, in the event of an error, technical, or other problem, tampering, unauthorized intervention, fraud, failure, or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Contest Rules. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by the Contest Sponsor in its sole discretion) is a violation of criminal and civil laws and should such an attempt be made; the Contest Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. Without limiting the generality of the foregoing, the Contest Sponsor reserves the right, in its sole discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

8. By entering this Contest, each participant expressly consents to the Contest Sponsor, its agents and/or representatives using the personal information submitted only for the purpose of administering the Contest as set out in these Contest Rules, unless the entrant agrees otherwise.

9. The Contest Sponsor reserves the right, in its sole discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Contest Rules, to the extent necessary, for purposes of verifying compliance by any participant with these Contest Rules, or as a result of any problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole discretion, affect the proper administration of the Contest as contemplated in these Contest Rules, or for any other reason.

10. In the event of any discrepancy or inconsistency between the terms and conditions of these Contest Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, point of sale, television, print, or online advertising, the terms and conditions of these Contest Rules shall prevail, govern, and control to the fullest extent permitted by law.

11. For any questions, comments or concerns, via email at: properties@fcr.ca