

Anthem Giveaway Rules and Regulations

(the “Rules”)

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED PER PERSON. VOID WHERE PROHIBITED BY LAW. PRIZE WINNERS MAY BE REQUIRED TO SIGN DECLARATION OF ELIGIBILITY AND ENTER INTO A RELEASE OF LIABILITY. BY ENTERING THE CONTEST, YOU UNCONDITIONALLY AND IRREVOCABLY AGREE TO BE BOUND BY THESE RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. AMONG OTHER THINGS, THIS CONTRACT REQUIRES MANDATORY ARBITRATION OF DISPUTES AND INCLUDES A LIMITATION OF YOUR LEGAL RIGHTS AND REMEDIES. SEE SECTION 0 (DISPUTE RESOLUTION).

The Anthem Giveaway (the “**Contest**”) is organized by Anthem (the “**Organizer**”). The duration of the Contest (“**Contest Period**”) will begin September 16th 2023 at 12:00:01 a.m. MDT (“**Contest Opening Date**”) and end December 3rd, 2023 at 11:59:59 p.m. MDT (“**Contest Closing Date**”).

1. ELIGIBILITY

The Contest is open to all residents of the province of Alberta, Canada, who have reached the age of majority in Alberta (namely, 18 years old) by the Contest Opening Date (the “**Entrant**”). Entrants exclude any employees, agents, and representatives of the Organizer, its subsidiaries, affiliates, affiliated companies, advertising or promotion agencies, the other suppliers of material, prizes, and services related to this Contest, and any other stakeholder directly related to the holding of the Contest, as well as the members of their immediate family (father, mother, brothers, sisters, children and legal or de facto spouse) and anyone with whom these employees, representatives, and agents reside (collectively, the “**Excluded Parties**”). Excluded Parties may not enter the Contest.

2. HOW TO ENTER

- a. NECESSARY. Internet access is required to enter the Contest.
- b. The Contest can be entered by attending any Anthem community show home location across Alberta, where Entrants will have the opportunity to scan a QR code directing them to the official contest entry page www.AnthemGiveaway.ca/enter/ during the Contest Period where the Entrant will be asked to complete an online registration form and survey to enter the contest (the “**Contest Entry**”).

3. DRAW

- a. Organizer will hold one (1) random draw (the “**Draw**”) from all eligible entries received during the Contest Period. The Draw shall be held within two (2) weeks after the Contest Closing Date, at the office of the Organizer located at Suite 412, 10339 – 124 Street, Edmonton, AB T5N 3W1.
- b. In the Draw, the Organizer will randomly draw one (1) eligible Contest Entries from among all Contest Entries received during the Contest Period. The Entrants associated with the drawn Contest Entries will be eligible to win the Prize (as defined in section 0 below).
- c. Each Entrant shall be eligible to win only one (1) Prize. Chances of being drawn to win a Prize depends on the number of eligible Contest Entries received.
- d. If any Entrant drawn is ineligible or if multiple Contest Entries for the same Entrant are drawn, then additional Contest Entries will be drawn randomly as deemed necessary by Organizer until new and eligible Entrants are selected.

4. PRIZE

- a. There is ten (10) prizes of CAD\$5,000 available (the “**Prize**”, and individually a “**Prize**”):
- b. In order to win any Prize, the selected Entrant must meet the eligibility requirements in Section 1 and be declared a Winner as per Section 5.a.
- c. Prize must be accepted as awarded and may not be substituted, exchanged, transferred, or redeemed for cash or otherwise converted. Organizer reserves the right for any reason to substitute the Prize with similar prizes of equal or greater value or with the equivalent cash value, at any time before, during or after the Contest Period.

5. PRIZE CLAIM CONDITIONS

- a. In order to be declared a winner (a "Winner"), the Entrant associated with each drawn Contest Entry must:
 - i. Fulfill the conditions for eligibility and participation, as specified in Section 1, and agree to the Rules of the Contest.
 - ii. Be reached by email or phone by the Organizer of the Contest within seventy-two (72) hours after the draw and correctly answer the mathematical skill testing question that will be asked. If it is impossible to reach the randomly drawn Entrant by email or phone within seventy-two (72) hours after the Draw, or if the skill testing question is not correctly answered, all rights to the Prize will be forfeited and an alternative Contest Entry will be randomly drawn. This method of selection of the winner may be repeated until the Prize is fully awarded or as Organizer deems appropriate.
 - iii. Complete and return to Organizer, a Liability/Publicity Release within five (5) business days of receipt, if requested by Organizer. If directly contacted by the Organizer with a release form, Entrants may agree to have their name, image and likeness used by Organizer in publicity and other promotional materials regarding the Contest and on the websites, social media sites, events, marketing communications of Organizer and Organizer's Affiliates.
- b. Each Prize must be redeemed before December 31, 2023.
- c. Winners will be named by Organizer within seven (7) days following the draw date, or as soon as possible thereafter if a drawn Entrant is disqualified in the event of failure to observe the conditions mentioned above or any other conditions stipulated in these Rules.
- d. Only one (1) Prize shall be awarded to each Winner.
- e. In the event of failure to observe any of the conditions mentioned above or any other conditions stipulated in these Rules, a drawn Entrant will be disqualified and the Prize that would have been awarded will be forfeited and an alternative entry may be randomly drawn.

6. PERSONAL INFORMATION AND SUBMISSIONS

- a. The Organizer and the Organizer's Affiliates may use Entrants' personal information provided in the Contest Entry form for the sole purpose of identifying Winners of the Contest. By participating in the Contest, each Entrant: (i) grants the Organizer the right to use the information contained in his/her/their Contest Entry, including the information of the Entrant ("Information") for the purpose of administering the Contest, including but not limited to contacting and announcing the Winners; (ii) grants the Organizer and the Organizer's Affiliates the right to use his/her/their Information, photograph, or such other personal information as the entrant may disclose to the Organizer for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation, unless prohibited by law; and (iii) acknowledges that the Organizer or the Organizer's Affiliates may disclose his/her/their personal information to third-party agents and service providers of the Organizer or the Organizer's Affiliates in connection with any of the activities listed in (i) and (ii) above. To review the Organizer's and the Organizer's Affiliates' privacy policy, visit: <https://anthemproperties.com/terms-of-use/>
- b. The Organizer may use Winners' personal information provided in the Contest Entry for communication purposes and each Winner consents to the collection, use and disclosure of such personal information in order to receive a Prize.

7. GENERAL CONDITIONS

- a. The Organizer reserves the right to disqualify an Entrant or cancel his/her/their Contest Entry if he/she/they enter(s) or attempt(s) to enter this Contest in a manner that does not comply with these Rules. Any decision of the Organizer regarding this aspect of the Contest is final and without appeal.
- b. By accepting the Prize, a Winner, without receiving any additional compensation, agrees to the use of their name, city, province, voice, comments, photographs and/or other likeness for advertising and promotional purposes by the Organizer and Organizer's Affiliates and to provide such information to third party agents and service providers of the Organizer for such purposes.
- c. This Contest is subject to all applicable federal, provincial, and municipal laws, regulations, and by-laws.
- d. Any Contest Entries that are incomplete, received after the Contest Closing Date, lost, irregular in any way, or sent by an unauthorized method, shall be deemed null and void and will be deemed invalid and not included in the Draws.

- e. The Contest is administered by the Organizer. The Organizer assumes no responsibility for Contest Entries that are received after the Contest Closing Date, lost, stolen, misdirected, illegible, incomplete, falsified, altered, or destroyed, and such forms shall be deemed null and void. The Organizer will assume no responsibility for any problem, failure, or technical malfunction of a network line, online computer system, peripheral telephone, software, server, provider, email, or browser or any other technical malfunction that may occur, including, but not limited to, a problem of the transmission or non-transmission of a Contest Entry, for any reason whatsoever. In the event of an error, if the number of potential winners exceeds the number stipulated in the rules, the Organizer will have the right to draw lots among all those who have claimed a Prize in order to award the correct number of Prizes. The Organizer is not responsible in any way for erroneous or inaccurate information, whether caused by website users or by the equipment and/or programs associated with or used by the Contest or by a technical or human error that may have occurred in conducting the Contest, including in the processing of Contest Entries. The Organizer assumes no responsibility for any error, omission, interruption, loss, or fault relating to operation or transmission, failure of communication lines, loss or destruction or prohibited access to or modification of the Contest Entries. The Organizer is not responsible for any injuries or damages that may result from the holding of the Contest. All Contest Entries become the property of the Organizer and will not be returned to the Entrants. The Organizer reserves the right to destroy all the documents pertaining to the Contest once the retention period as required by law has expired. The Organizer reserves the right, at its sole discretion, to cancel, modify or postpone the Contest at any time, without prior notice, if any factor prevents the holding of the Contest pursuant to these Rules or in accordance with any law, regulation, by-law or policy of any entity having jurisdiction over the Organizer.
- f. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND THE ORGANIZER RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.
- g. By entering the Contest or accepting a Prize, each Entrant acknowledges having read and understood these Rules and agree to be bound by them and to comply with them.

8. RIGHT TO VOID / TERMINATE / SUSPEND / MODIFY

The Organizer reserves the right to terminate, suspend or modify this Contest, in whole or in part, at any time and without notice or obligation if, in Organizer's sole discretion, any factor interferes with its proper conduct as contemplated by these Rules. Without limiting the generality of the foregoing, if the Contest, or any part thereof, is not capable of running as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures, which, in the sole discretion of the Organizer, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, the Organizer may, in its sole discretion, void any suspect entries and: (a) terminate the Contest, or any portion thereof; (b) modify or suspend the Contest, or any portion thereof, to address the impairment and then resume the Contest, or relevant portion, in a manner that best conforms to the spirit of these Rules; and/or (c) award a Prize from among the eligible, non-suspect entries received up to the time of the impairment.

9. LIMITATIONS OF LIABILITY AND RELEASES

BY ENTERING THE CONTEST OR ACCEPTING A PRIZE, EACH ENTRANT AND WINNER HEREBY EXPRESSLY RELEASES EACH OF THE ORGANIZER, ORGANIZER'S AFFILIATES, FACEBOOK, LINKEDIN, INSTAGRAM [Note: Depending on whether any other third parties are involved, this can be updated as needed. For example, please consider what other social media platforms you're planning to use and if any third-party software/website is used to conduct the draw from among the contest entries, etc.] AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND CONTRACTORS, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY THE "RELEASEES") FROM ANY AND ALL DAMAGE, COST LOSS, EXPENSE, LIABILITY, CLAIMS AND DEMANDS SUFFERED OR INCURRED BY THE ENTRANT OR WINNER ARISING FROM THE ENTRANT'S OR WINNER'S PARTICIPATION IN THE CONTEST (AND IF THE ENTRANT IS ANY PRIZE WINNER, FROM ENTRANT'S PARTICIPATION IN THE PRIZE, INCLUDING ANY RELATED ACTIVITIES) INCLUDING PERSONAL INJURY, ILLNESS, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, OR CLAIMS REGARDING RIGHTS OF PUBLICITY OR PRIVACY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT WILL THE RELEASEES BE LIABLE TO AN ENTRANT, OR A WINNER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS OR PURE

ECONOMIC LOSS, AND IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF THE RELEASEES TO ANY PRIZE WINNER EXCEED THE LESSER OF: (I) THE DIRECT DAMAGES SUFFERED OR INCURRED BY SUCH PERSON; OR (II) THE SUM OF ONE HUNDRED CANADIAN DOLLARS (\$100.00 CDN), REGARDLESS OF THE CAUSE OF ACTION, INCLUDING CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY.

10. DISPUTE RESOLUTION

PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BECAUSE IT REQUIRES THAT DISPUTES BE ARBITRATED INDIVIDUALLY AND PREVENTS ENTRANT OR WINNER FROM SUING IN COURT OR HAVING A JURY TRIAL. Subject as set out below, any dispute, claim, or controversy arising out of or related to the Contest or these Rules and the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, will be referred to and finally resolved by arbitration. Notwithstanding the preceding sentence, no party is required to arbitrate any dispute in which either party seeks equitable or other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents. The Supreme Court of British Columbia, Victoria Registry, will have exclusive jurisdiction over any suit not subject to arbitration. Entrant or Winner and the Organizer will (a) notify each other of any dispute within thirty (30) days of when it arises and (b) attempt informal resolution prior to any demand for arbitration. Arbitration will be administered by the Vancouver International Arbitration Centre ("VIAC") (or its successor) pursuant to its Domestic Arbitration Rules of Procedure, and conducted by a single arbitrator in Vancouver, British Columbia, Canada, unless the arbitrator determines differently. The appointing authority will be the VIAC. The language of the arbitration will be English. Except as expressly provided herein, the arbitrator has the authority to grant any remedy that would otherwise be available in Court. The Contest and these Rules, including any disputes hereunder, will be governed, construed and interpreted under the laws of the Province of British Columbia, Canada, including the federal laws of Canada applicable in that Province, without giving effect to that Province's conflict of laws principles. WHETHER THE DISPUTE IS HEARD IN ARBITRATION OR IN COURT, NO PARTY SHALL COMMENCE AGAINST THE OTHER A CLASS ACTION, CLASS ARBITRATION OR OTHER REPRESENTATIVE ACTION OR PROCEEDING.

11. RULES REQUEST AND WINNERS LIST

To obtain a copy of these Rules or a list of winners, send an e-mail to:

EDMONTON@ANTHEMPROPERTIES.COM OR CALGARY@ANTHEMPROPERTIES.COM. All requests must be received by December 3rd, 2023.