



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 on the Video Call with Santa (the “**Call**”) 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 on the Call, 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 on the Call.

Our collection and use of personal information in connection with the Call will be treated in accordance with QuadReal’s privacy policy which can be accessed at <https://www.shopwillowbrook.com/privacy-policy/>.

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

2. Participation in the Event

Participation. To participate on the Call you must be 18 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 Call at any time for breach of these Terms.

Children under 18 years of age who, together with their parents and legal guardians, otherwise meet the participation requirements in this Section 2 will be permitted to participate on the Call with the prior consent of the entering child’s parent or legal guardian. The parent or legal guardian of the child must register the child for the Call and supervise the child’s participation on the Call at all times.

Registration and Payment. You must register for the Call 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 on the Call until full payment has been received by us. The Participation Fee is non-refundable unless the Call 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.

Online Platform. The Call is offered on an “as is” basis and may not continue to work in the event of software, coverage or other changes made to your internet provider. You agree that QuadReal will not be responsible for any delays or failures in your receipt of any calls through Zoom or a similar platform in the course of the Call.

Time of the Call. Due to the nature of the Call, we cannot guarantee your preferred timeslot for the Call. If for any reason we are unable to accommodate your preferred timeslot as indicated in your confirmation of registration we will use reasonable effort to find an alternative timeslot for you. In the event we are unable to accommodate an alternative timeslot, we retain the right to cancel your participation on the Call, in which case we will refund the Participation Fee to you with no further liability whatsoever arising from cancellation.



Content. You are prohibited from posting or transmitting on the electronic platform used to facilitate the Call: (i) any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material, or content that would violate rights of publicity and/or privacy or any other law or regulation, or any material which may be interpreted as offensive to a child or an adult; (ii) any content that is vulgar, obscene or otherwise sexually explicit; (iii) any commercial material or content; (iv) viruses, corrupted data or other harmful, disruptive or destructive files; and (iv) any material or content that infringes, misappropriates or violates any copyright, trademark, patent or other proprietary right of any third party.

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, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, WHERE RECORDINGS ARE INCLUDED WITH REGISTRATION FOR THE CALL, WE MAKE NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE QUALITY OR SUITABILITY OF THE RECORDING. YOU AGREE THAT WE HAVE NO LIABILITY TO YOU FOR ANY PROBLEMS CAUSED BY THE RECORDING INCLUDING IF THE RECORDING CAUSES DAMAGE OR OTHERWISE DAMAGES YOUR COMPUTER OR ELECTRONIC DEVICE. YOU ACKNOWLEDGE THAT QUADREAL RELIES UPON THIRD PARTY PROVIDERS IN DELIVERING CERTAIN ASPECTS OF THE CALL INCLUDING, BUT NOT LIMITED TO, PROCESSING PAYMENT, EVENT REGISTRATION, TECHNOLOGY PLATFORMS, AND THE PREPARATION OF THE RECORDING, 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 ON THE CALL 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. YOU UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF QUADREAL TO SAFEGUARD OR PROTECT YOU AND YOUR EQUIPMENT FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING ON THE CALL.

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 ON THE CALL, 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 ON THE CALL.

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.