



Centerpoint Mall- R U a Digital Diva 2 Official Contest Rules and Regulations

Sponsors will refer to from here on in as Centerpoint Mall, Revenue Properties Company Limited managed through its agent Morguard Investments Limited; the Contest Sponsors and any other person or entity associated in any way with the Contest, and all of their respective affiliates, subsidiaries, directors, officers, shareholders, employees, agents and their respective advertising and promotional agencies including but not limited to Circus Strategic Communications Inc. and Archer Multimedia, from any and all liability arising in connection with the Contest.

1. **ELIGIBILITY: NO PURCHASE NECESSARY TO ENTER.** The R U a Digital Diva 2 contest is open to all residents of the Province of Ontario, currently in grades 6 – 12.
2. **PROGRAM DESCRIPTION:** The R U a Digital Diva 2 contest has been established to select 30 youths and generate “candid” digital images of youth in mall shopping and trying on clothes. To incorporate select images into the advertising materials and campaign of Centerpoint Mall. The Centerpoint Mall R U a Digital Diva 2 Contest (the “**Contest**”) auditions run on Saturday, September 15, 2007 from 10 - 5 pm (the “**Contest Entry Period**”).
3. **TO ENTER,** teams of two are required to audition for a panel of judges, and pose for digital images. User Data and images become the property of Centerpoint Mall/ Revenue Properties Company Limited (managed through its agent Morguard Investments Limited). Entrants must be accompanied by a legal guardian, and will be required to sign a release form at the time of audition. Entrants not accompanied by a legal guardian will not be permitted to enter the contest.
4. **JUDGING – Eligible** entries will be judged by panel of judges selected by Centerpoint Mall and its Contest Administrator, and judging will be based on the following **criteria: POISE, FASHION SENSE, AUDITION PHOTO, TEAMWORK.** Decisions made by Centerpoint Mall in all matters relating to the qualification standards, selection of candidates, and winners shall be deemed final. The judge’s decision is final. No exceptions. Centerpoint Mall/Revenue Properties (managed through its agent Morguard Investments Limited) is not responsible for any personal injuries or damage caused or suffered to any entrant arising from the conduct of the contest.
5. **FINALISTS** – There will be fifteen teams of two selected to advance to the final round of the Digital Diva event. Potential finalists will be selected by the panel of judges and notified Monday, October 1, 2007. All finalists will be required to participate in the orientation session scheduled for Thursday, October 11, 2007 from 7 – 8 pm.
6. **EVENT OVERVIEW** – The final event will take place on Sunday, October 14, 2007 from **8:30am – 11:30am and 4:00pm – 6:00pm approximate time.** Each team will be required to race to three different stores, and try on clothes, and accessories that they would like to buy and take pictures of each other trying on the different outfits. Each team will be granted a thirty-minute time limit at each store, totaling one and a half hours. Any team exceeding the

allowable time will be disqualified. Each team will be allowed a maximum of thirty pictures per store, and must present photos from all selected stores to qualify. User Data and images become the property of Centerpoint Mall/ Revenue Properties Company Limited (managed through its agent Morguard Investments Limited). The three teams will be selected as the Winning Teams of R U a Digital Diva 2 Contest by the panel of judges on the event date October 14, 2007.

7. **GRAND PRIZE** – The three winning team(s) selected will be showcased in upcoming advertising materials created solely for Centerpoint Mall and its Retailers. Also included are Digital Cameras (Olympus FE-120 Digital Camera, 7.1 mega pixel) valued at approximately \$200.00, and contest swag from participating retailers of Centerpoint Mall valued at a maximum of \$1,500 (\$500 from each store (x3)).
8. **SECONDARY PRIZE** – The remaining twelve teams will each receive prizing valued at approximately fifty dollars (**\$50.00**) made up of Centerpoint Mall gift cards.
9. As a condition of winning, each potential winner, along with his/her parent or legal guardian, must sign and return a Declaration and Release confirming his/her compliance with these Official Contest Rules and Regulations and acceptance of the Prize as awarded and releasing the Contest Sponsors and any other person or entity associated in any way with the Contest, and all of their respective affiliates, subsidiaries, directors, officers, shareholders, employees, agents and their respective advertising and promotional agencies, from any and all liability arising in connection with the Contest, including, without limitation, liability arising from the acceptance of any Prize as awarded. Potential winners may also be required to provide the Contest Sponsors with photo identification as evidence of their age. No substitutions for or transfer of the Prize will be allowed except that the Contest Sponsors reserve the right to substitute any Prize for another prize of approximately the same retail value, in their sole and absolute discretion without prior notice. Prizes will be delivered only to confirmed winners.
10. All entries shall automatically become the property of the Contest Sponsors. By entering the Contest, each entrant, his/her parent or legal guardian on his/her behalf, automatically consents to the use and publication of the entrant's name, city of residence, photograph, voice and/or image for any publicity and programming purposes, commercial or otherwise, in any and all media used by the Contest Sponsors and their respective advertising and promotional agencies with respect to the Contest, without payment or compensation, throughout the world in perpetuity.
11. Further, by entering the Contest, each entrant, his/her parent or legal guardian on his/her behalf, automatically accepts these Official Contest Rules and Regulations, which are subject to change without notice to Contest entrants, and automatically releases the Contest Sponsors and any other person or entity associated in any way with the Contest, and all of their respective affiliates, subsidiaries, directors, officers, employees, agents and their respective advertising and promotional agencies, from any and all liability arising in connection with the Contest, including, without limitation, the selection of the Prize winners and the administration of the Contest.

12. By entering the Contest and voluntarily providing personal information including, but not limited to, the entrant's name, address, city, e-mail address and telephone number, each Contest entrant, or if an entrant is under the age of majority, his/her parent or legal guardian on his/her behalf, automatically grants permission to the Contest Sponsors and their respective advertising and promotional agencies with respect to the Contest to the collection and use of such information for the exclusive purpose of administering the Contest and selecting the winners of the Prizes. Any Contest entrant, who has voluntarily indicated on the entry ballot that he/she wishes to be contacted regarding future promotions and/or offers and has granted permission to do so, will be added to the Contest Sponsors' e-mail databases.
13. Any dispute relating to the Contest (including, without limitation, a dispute as to whether an entrant has complied with all of the Official Contest Rules and Regulations) shall be resolved by Centerpoint Mall/ Revenue Properties (managed through its agent Morguard Investments Limited) in its sole and absolute discretion, and the decision of by Centerpoint Mall/ Revenue Properties (managed through its agent Morguard Investments Limited) shall prevail. All decisions of Centerpoint Mall/ Revenue Properties (managed through its agent Morguard Investments Limited) shall be final.
14. The Contest and the terms and conditions contained in these Official Contest Rules and Regulations shall be governed exclusively by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any dispute arising hereunder shall be adjudicated solely in the applicable court in Toronto, Ontario.
15. The Contest is void where prohibited by law and is subject to all federal, provincial and municipal laws and regulations.
16. **INTERNET** – Any attempt to deliberately damage the Contest Website or any related website, or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and, should such an attempt be made, Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

Entries are subject to verification and will be declared invalid if they are illegible, incomplete, forged, falsified, altered or tampered with in any way.

17. **CONDUCT** – Sponsors reserve the right, in their sole discretion, to disqualify any participant it finds to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry/voting process or the operation of the Contest Website, or any affiliate Web site (c) violating the terms of service, conditions or use and/or general rules or guidelines of any affiliate property or service.
18. **LIMITATION OF LIABILITY** – Sponsors assume no responsibility or liability for lost, late, misdirected or incomplete entries, votes, notifications, responses, replies, or any Release or for any computer, online, telephone, hardware, software or technical malfunctions that may occur (including but not limited to malfunctions that may affect the transmission or non-transmission of an Entry and or vote).

Sponsors are not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the

Contest or by any technical or human error which may occur in the administration of the Contest.

Sponsors assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Entries/votes.

Sponsors are not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing.

Sponsors are not responsible for any injury or damage to Participants or to any computer related to or resulting from participating or downloading materials in this Contest.

If the Contest cannot be conducted as planned for any reason, including reasons beyond the control of the Sponsors, Sponsors reserve the right in their sole discretion to cancel, terminate, modify or suspend the Contest, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsors which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, the Sponsors reserve the right in their sole discretion to cancel, terminate, modify or suspend the Contest. Winners assume liability for injuries caused or claimed to be caused by participating in the contest, or by the acceptance, possession, use of, or failure to receive any prize.