

## **Official Contest Rules**

### **1. KEY DATES:**

\$5000 Home Design Giveaway Contest (the “Contest”) begins on July 5, 2024, at 12:00 a.m. Pacific Standard Time and ends on August 1, 2024, at 11:59 p.m. PST (the “Contest Period”).

### **2. ELIGIBILITY TO ENTER:**

The Contest is open only to residents of British Columbia who: (i) have reached the legal age of majority in their province/territory of residence; (ii) reside in the Okanagan Valley area; (iii) have not entered into a valid signed agreement with any other building contractor; (iv) are ready to build/renovate within a twelve (12) month period of winning (the “Prize”); and (v) that each of them will be bound by these Official Rules and Regulations (the “Rules”).

Employees, representatives and agents (and those with whom such persons are living, whether related or not) of LUX Quality Homes (2023) Ltd. (the “Sponsor”), their parent, affiliated and related companies, and the consulting, advertising and promotion agencies of the Sponsor (collectively, the “Contest Parties”), along with employees, representatives and agents of LUX Quality Homes (2023) Ltd. Limited and its parent, affiliated and related companies, are not eligible to enter or win.

NOTE TO MINORS: The Sponsor reserves the right, in its sole and absolute discretion, on a random audit basis or at any time and for any reason, to contact a Minor’s parent/legal guardian for the purposes of verifying their: (i) agreement that the Minor is to be legally bound by these Rules on the Minor’s behalf; (ii) consent to the Minor’s participation in this Contest; and/or (iii) consent to the collection, use and disclosure of the Minor’s personal information (see below for details, including the Sponsor’s Privacy Policy). Failure of a Minor’s parent/legal guardian to complete any such required verification to the complete satisfaction of the Sponsor may, in the sole and absolute discretion of the Sponsor, result in disqualification of the applicable Minor.

### **3. AGREEMENT TO BE LEGALLY BOUND BY RULES:**

By participating in this Contest, each entrant (and, if a Minor, their parent or legal guardian) is signifying that the entrant has read and agrees to be legally bound by: (i) these Rules; (ii) the Website (defined

under Rule 4 below) terms and conditions, as applicable; and (iii) all decisions of the Sponsor and the independent contest organization, which are final in all respects.

#### **4. HOW TO ENTER:**

##### **NO PURCHASE NECESSARY.**

To earn one (1) Entry (each, an “Entry” and collectively, the “Entries”) into the Contest you must visit <https://luxqualityhomes.com/home-design-giveaway> (the “Website”) during the Contest Period and follow the Website’s on-screen instructions to obtain the official Contest entry form (the “Entry Form”). Then, you must fully complete the Entry Form with all required information (including your full legal name, valid phone number, city of renovation, project type, estimated project value and valid email address and signify your agreement that you have read and agree to be legally bound by the terms and conditions of these Rules. Once you have fully completed the foregoing steps, follow the on-screen instructions to submit your completed Entry Form to be eligible to earn one (1) Entry.

NOTE: In accordance with Rule 8 below, you will only be entered for a chance to win one (1) of (1) available Prizes, make sure to review the Prize on the Website before you make your selection.

To be eligible, each Entry and all content and materials associated with your Entry (collectively, your “Entry Materials”) must be submitted and received during the Contest Period and in accordance with: (i) these Rules, including but not limited to, all entry requirements listed above in this Rule 4 and all Participation Requirements listed below in Rule 7; If, in the Sponsor’s sole and absolute discretion, an Entry does not meet these requirements such Entry may be rejected.

Standard data rates apply to participants who choose to participate in the Contest via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

#### **5. ENTRY LIMIT AND CONDITIONS:**

There is a limit of one (1) Entry per person.

If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to: (i) use any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or to disrupt the Contest; and/or (ii) disrupt or participate in the Contest in any other fraudulent or misleading way, then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. The Contest Parties, and its parent, affiliated and related companies, and each of their respective agents, employees, directors, officers, successors, and assigns (collectively, the “Released Parties”) are not

responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete or incompatible Entries and/or Entry Materials (all of which are void).

## **6. VERIFICATION:**

All Entries, Entry Materials and entrants are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an entrant's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry, Entry Materials and/or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of the Contest will be the official time-keeping device(s) used by the Sponsor.

## **7. PARTICIPATION REQUIREMENTS:**

BY SUBMITTING AN ENTRY, YOU AGREE TO RELEASE THE RELEASED PARTIES FROM ANY AND ALL LIABILITY IN CONNECTION WITH THE CONTEST AND YOUR PARTICIPATION THEREIN AND TO INDEMNIFY THE RELEASED PARTIES AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, COSTS, AND EXPENSES ARISING FROM YOUR PARTICIPATION IN THE CONTEST. BY SUBMITTING AN ENTRY, YOU AGREE THAT THE ENTRY (AND EACH INDIVIDUAL COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE ENTRY MATERIALS) COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE RELEASED PARTIES WILL BEAR NO LIABILITY WHATSOEVER REGARDING: (I) THE USE OF YOUR ENTRY (OR ANY COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE ENTRY MATERIALS); (II) PARTICIPATION IN ANY CONTEST-RELATED ACTIVITIES; (III) ANY USE, COLLECTION, STORAGE AND DISCLOSURE OF ANY PERSONAL INFORMATION; AND/OR (IV) IF DECLARED A WINNER, THE PRIZE (INCLUDING ANY USE OR MISUSE OF THE PRIZE). THE RELEASED PARTIES SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT OTHERWISE FULLY COMPLIED WITH ANY OF THESE RULES AND/OR THE APPLICABLE SOCIAL PLATFORM RULES (AS APPLICABLE). THIS RELEASE AND INDEMNITY SHALL CONTINUE IN FORCE FOLLOWING THE TERMINATION OF THE CONTEST AND/OR AWARDING OF ANY PRIZE.

By participating in the Contest, each entrant hereby warrants and represents that any Entry Materials he/she submits: (i) does not violate any law, statute, ordinance or regulation; (ii) does not contain any reference to or likeness of any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the age of majority in their jurisdiction of

residence; and (iii) will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party.

The Sponsor and/or its promotional agency or designated content moderator (the “Reviewer”) reserves the right to screen all Entry Materials. Any Entry Materials that the Reviewer deems, in its sole and absolute discretion, to violate the terms and conditions set forth in these Rules are subject to disqualification. The Reviewer reserves the right, in its sole and absolute discretion at any time and for any reason, to remove any Entry Materials (or any part thereof) and/or to request an entrant to modify, edit and/or re-submit his or her Entry Materials (or any part thereof) in order to ensure that the Entry Materials comply with these Rules, or for any other reason. If such an action is necessary at any point during or after the Contest, then the Sponsor reserves the right, in its sole discretion, to take whatever action it deems necessary based on the circumstances – including, without limitation, disqualifying the Entry Materials (and therefore the corresponding Entry and/or the associated entrant) – to help ensure that the Contest is being conducted in accordance with the letter and spirit of these Rules.

By entering the Contest and submitting an Entry, each entrant agrees to release and hold harmless the Released Parties from and against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her Entry Materials (or any component thereof), including, without limitation, any claim based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related or other cause of action whatsoever.

## **8. PRIZES:**

There is a total of one (1) prizes available to be won (each, a “Prize”) as follows:

Five thousand dollars (\$5,000) off your design plan on a LUX Quality Homes (2023) Ltd. Preliminary Building Agreement for any renovation or custom home build project worth five hundred thousand dollars (\$500,000) or more.

Limit of one (1) Prize per person. The approximate retail value of each Prize is \$5,000 CAD.

Each Prize must be accepted as is and is non-transferable, assignable or convertible to cash (except as may be specifically permitted by the Sponsor in its sole and absolute discretion). No substitutions except at Sponsor’s sole and absolute discretion. All characteristics and features of each Prize, except as otherwise explicitly stated above, are at the Sponsor’s sole and absolute discretion. Sponsor reserves the right, in its sole and absolute discretion, to substitute a Prize or a component thereof with a prize of equal or greater retail value, including, without limitation, but at Sponsor’s sole and absolute discretion, a cash award. None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of any Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, a confirmed winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the other Released Parties should his/her Prize fail to be fit for its purpose or is in any way unsatisfactory.

The Released Parties are not responsible for and will not replace any lost, delayed, or stolen Prize. If the confirmed winner does not accept or use the entire Prize, the unaccepted or unused part of the Prize will be forfeited, and Prize Provider will have no further obligation with respect to that Prize or portion of the Prize. Prize winner(s) will be solely responsible for all costs associated with the Prize not expressly stated herein. Limit of one (1) Prize per person.

## **9. ELIGIBLE WINNER SELECTION PROCESS:**

On August 2, 2024 (the “Draw Date”) in Kelowna, British Columbia at approximately 12:00 p.m. PST the Sponsor will perform a random draw from among all eligible Entries submitted and received in accordance with these Rules during the Contest Period to select four (4) eligible Prize winners. The odds of winning each Prize depend on the number of eligible Entries submitted and received, and the prize indicated in such Entry, in accordance with these Rules during the Contest Period.

## **10. ELIGIBLE WINNER NOTIFICATION PROCESS:**

The Sponsor or its designated representative will make a minimum of one (1) attempt to contact the potential winners via the email provided in the Entry Form within four (4) days of the Draw Date. If a potential winner does not respond or cannot be contacted within seventy-two (72) hours of notification, if there is a return of any notification as undeliverable, or if the Sponsor determines in its sole and absolute discretion that the potential winner has been selected as the potential winner of more than one (1) prize, then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate potential Prize winner from among the remaining eligible Entries submitted and received in accordance with these Rules during the Contest Period (in which case the foregoing provisions of this section shall apply to such newly selected potential winner). A selected entrant is solely responsible for ensuring his/her Account settings are set to be able to receive notification messages, monitoring his/her Account for such notification messages and following all instructions contained in such notification messages, failing which, he/she may be disqualified (as determined by the Sponsor at its sole discretion).

## **11. ELIGIBLE WINNER CONFIRMATION PROCESS:**

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS THE SELECTED PERSON AS A WINNER IN ACCORDANCE WITH THESE RULES. BEFORE BEING DECLARED A CONFIRMED PRIZE WINNER, the potential winners will be required to: (i) correctly answer a mathematical skill-testing

question without mechanical or other aid; and (ii) select their Prize shoe size (from among the available shoe sizes) ((i) and (ii) may, in the sole and absolute discretion of the Sponsor, be administered online, by email or other electronic means, by telephone, or in the Sponsor's form of declaration and release (the "Release")) and (ii) within three (3) days of notification accurately complete and return the Release which, among other things: (a) confirms that he/she has read, understood and is in compliance with these Rules; (b) accepts the Prize (as awarded); (c) releases the Released Parties from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; (d) agrees to indemnify the Released Parties against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her Entry Materials or any portion(s) thereof; and (e) grants all consents required and agrees to the publication, reproduction and/or other use of his/her 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 Sponsor in any manner or medium whatsoever, including print, broadcast or the internet, worldwide and in perpetuity. Only after Sponsor has reviewed the Release and confirmed that the potential winner is eligible to receive the Prize and in compliance with these Rules will a potential winner be declared a confirmed prize winner.

## **12. GENERAL CONDITIONS:**

This Contest is subject to all applicable federal, provincial/territorial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

If due to printing, production, online, internet, computer or other error of any kind, more Prizes are claimed than intended to be distributed or awarded according to these Rules then, in addition to having the right to terminate the Contest immediately, Sponsor reserves the right, in its sole and absolute discretion, to conduct a random drawing from amongst all eligible Prize claimants whose claims have not yet been redeemed to award the correct number of Prizes at the applicable prizing level (as stated in these Rules). The Prizes may stop being awarded in the event Sponsor becomes aware of such an error. In no event will the Sponsor be liable to award more than the number of Prizes (at any prizing level), as provided in these Rules.

The Released Parties will not be liable for: (i) any failure of any website during the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry, Entry Materials, direct message and/or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the Internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from

participating in the Contest; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.

The Sponsor reserves the right, in its sole and absolute discretion, to cancel, withdraw, amend or suspend the Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of the Contest as contemplated by these Rules, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to undermine the legitimate operation of the Contest in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend the Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. The Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

The Sponsor reserves the right, in its sole and absolute discretion, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by Sponsor, for purposes of verifying compliance by any entrant, Entry, Entry Materials and/or other information with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, the French version of these Rules, the Website, television, print or online advertising and/or any instructions or interpretations of these Rules given by any representative of the Sponsor, the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, Sponsor or any of the other the Released Parties in connection with the Contest will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Rules or relating to the Contest.