

Spring Celebration Terms and Conditions

Spring Celebration - OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. PROMOTION DESCRIPTION: The Spring Celebration ("Spring Celebration") begins on MAY 11, 2018 at 12:00PM and ends on MAY 26 at 3PM (the "Promotion Period").

The sponsor of this Spring Celebration is AVERTON HOMES ("Sponsor"). By participating in the Spring Celebration, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. Sponsor is responsible for the collection, submission or processing of Entries and the overall administration of the Spring Celebration. Entrants should look solely to Sponsor with any questions, comments or problems related to the Spring Celebration. Sponsor may be reached by email at edmonton@averton.ca during the Promotion Period.

2. ELIGIBILITY: Open to legal residents of the Province of Alberta who are 18 years or older (the "Entrant"). Sponsor, and their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their respective officers, directors and employees (the "Promotion Entities"), are ineligible to enter the Spring Celebration or win a prize. Household Members and Immediate Family Members of such individuals are also not eligible to enter or win. "Household Members" shall mean those people who share the same residence at least three months a year. "Immediate Family Members" shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses. This Spring Celebration is subject to all applicable federal, state and local laws and regulations and is void where prohibited or restricted by law.

3. PRIZES:

Grand Prize: 1 winner will receive a \$25,000 credit towards the purchase price of the home of their choice upon completion of a purchase and sales contract with Averton homes.

Only one prize per person and per household will be awarded. Gift cards and gift certificates are subject to the terms and conditions of the issuer. Prizes cannot be transferred, redeemed for cash or substituted by winner. Sponsor reserves the right in its sole and absolute discretion to award a substitute prize of equal or greater value if a prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. Restrictions, conditions, and limitations may apply. Sponsor will not replace any lost or stolen prize items.

This Spring Celebration is open to legal residents of the Province of Alberta and Prize will only be awarded and/or delivered to addresses within said locations. All federal, provincial and/or local taxes, fees, and surcharges are the sole responsibility of the prize winner. Failure to comply with the Official Rules will result in forfeiture of the prize.

4. HOW TO ENTER: Enter the Spring Celebration during the Promotion Period by visiting any Averton Sales Centre and filling out a registration ballot, which can be found on the following Addresses:

1304 Rutherford Road SW

1904 Ainslie Link SW

1704 Keene Crescent SW

4003 Blackbird Link NW

56 Prospect Place, Spruce Grove

5. WINNER SELECTION: The Winner(s) of the Spring Celebration will be selected in a random drawing from among all eligible Entries received throughout the Promotion Period. The random drawing will be conducted about 4PM May 26, 2018 at Pivot 1304 Rutherford Road SW after the Promotion Period by Sponsor or its designated representatives, whose decisions are final. Odds of winning will vary depending on the number of eligible Entries received.

WINNER must be in attendance to claim PRIZE within 5 minutes of ballot selection. If the WINNER is not in attendance, WINNER shall automatically be forfeited and another WINNER BALLOT shall be drawn until an in attendance WINNER is declared.

7. PRIVACY: Any personal information supplied by you will be subject to the privacy policy of the Sponsor. By entering the Spring Celebration, you grant Sponsor permission to contact you from time to time with marketing and company information.

8. LIMITATION OF LIABILITY: Sponsor assumes no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Spring Celebration; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of

cause, with regard to any equipment, systems, networks, lines, satellites, servers, camera, computers or providers utilized in any aspect of the operation of the Spring Celebration; (d) inaccessibility or unavailability of any network or wireless service, the Internet or website or any combination thereof; (e) suspended or discontinued Internet, wireless or landline phone service; or (f) any injury or damage to participant's or to any other person's computer or mobile device which may be related to or resulting from any attempt to participate in the Spring Celebration or download of any materials in the Spring Celebration.

If, for any reason, the Spring Celebration is not capable of running as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, weather, security, fairness, integrity or proper conduct of this Spring Celebration, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Spring Celebration in whole or in part. In such event, Sponsor shall immediately suspend all drawings and prize awards, and Sponsor reserves the right to award any remaining prizes in a manner deemed fair and equitable by Sponsor. Sponsor and Released Parties shall not have any further liability to any participant in connection with the Spring Celebration.

9. PROMOTIONAL DISCLAIMER

By entering this contest WINNER explicitly consents that their image, name, and status as winner may be used in SPONSOR promotional materials or announcements.

By entering this contest WINNER explicitly consents and acknowledges:

I have not perpetrated, and am not perpetrating any fraud or deception in claiming the prize.

That, if deemed an official winner, I will accept my prize as awarded. I represent and warrant that I am over the age of majority in the province or territory in which I reside. Neither I nor any of my parents, siblings, children, nor those domiciled with myself are employees of Averton. (the "Contest Sponsor"), their agents, parent, affiliated or related companies, subsidiaries, divisions, successor and assignees of the Contest Sponsors, promotional and advertising agencies, prize sponsors and administrators.

If and when I am deemed an official winner, I hereby fully and irrevocably release, forever discharge and agree to indemnify the Contest Sponsor, their respective parents, affiliates, subsidiaries, divisions, licensees, their advertising and promotional agencies, sponsors, suppliers of prizes, materials or services related to this contest, and the independent contest organization, and all of their respective employees, directors, officers, shareholders, agents, successors and assigns from and against any and all manner of action, causes of action, suits, debts, covenants, contracts, claims, demands or damages (including legal fees and expenses), whether known or unknown, whatsoever, both in law and in equity (including but not limited to

claims based on negligence, breach of contract and fundamental breach and liability for physical injury, death, or property damage) which I or my administrators, heirs, successors or assigns might now have or may hereafter have, and hereby waive my rights to sue for infringement of statutory and or common law personality, privacy and or trade-mark rights by reason of or arising out of my acceptance and/or exercise by me of any Prize awarded.

11. SPONSOR:

AVERTON HOMES

101 Riel Drive #310, St. Albert, AB. T8N 3X4

edmonton@averton.ca