

Cadillac Fairview Playmakers Grant Program

Terms and Conditions

Open Date: September 1, 2024

Next Deadline: June 30, 2025

1.0 CF Play Makers Grant

The Cadillac Fairview Corporation Ltd (“CF” or “CF Play Makers”), through its CF Play Makers Program is proud to offer five (5) community grants of \$10,000 CAD each (“CF Play Makers Grants”) to support the direct delivery of investment in playground and play spaces at Canadian schools, with the aim of contributing to building healthy and vibrant communities across Canada. These terms and conditions (“Terms”) outline the CF Play Makers Grant eligibility criteria, as well as the application and selection process.

2.0 Application Entry Period

The CF Play Makers Grant application period begins at 12:01am Eastern Daylight Time (“EDT”) on September 1, 2024 and ends at 11:59pm EDT on June 30, 2025 (the “Application Period”). The CF Play Makers Grants are sponsored and administered by CF Play Makers.

3.0 Eligible Applicants/Entries

Multiple submissions may be made on behalf of a school, however each school is only eligible to be selected for one (1) CF Play Makers Grant per grant deadline. Incomplete entries will not be considered. While we recognize every grant application may be worthy of support, funding will be prioritized for entries that best align with the purposes of CF Play Makers, and have a high likelihood of completion. While individuals may submit an entry on behalf of a school, CF Play Makers Grants will only be awarded to schools licensed by a provincial or territorial government in Canada. For greater certainty under no circumstances will the individual submitting this application receive the CF Play Makers Grant funds on their own behalf or on behalf of the applicable school.

To submit an application (whether nominating a school or applying directly on the school’s behalf) you must:

- be a legal resident of Canada, who has reached the age of majority in your province or territory of residence at the time of entry;
- provide the name, location, and contact information for the school which, if the entry is successful, will be the recipient of the CF Playmaker Grant funds; and
- if applying on behalf of the school directly, provide written permission to participate from the school’s principal.

To be eligible to receive a CF Play Makers Grant, a school must:

- be a school for grades K-12 located in and licensed by a Canadian province or territory and, if applicable, have the approval of the relevant school board to receive grant funds for the Project;
- demonstrate financial need;

- demonstrate the projected impact of the proposed project to students and the community; and
- demonstrate the financial and organizational capacity to manage the CF Play Makers Grant funds, and deliver and complete the proposed project.

Upon request by CF, each applicant must provide proof of their identity and qualification as an eligible applicant. Applications may be disqualified where such proof is not provided upon request. Employees of CF, its affiliated companies or subsidiaries, its advertising and promotional agencies and members of their respective immediate households and any person domiciled with any of the above may not submit an application.

4.0 Eligible Projects

CF Play Makers Grants may only be used only for the development of new and/or improved playgrounds and play spaces. Funds may only be used for the project set out in an approved grant application. CF Play Makers Grants cannot be used to: (i) advocate religious or political ideology; (ii) attempt to influence legislation; (iii) promote political parties, campaigns, or candidates; (iv) directly donate the funds toward charity fundraising events; (v) fulfill individual or group pledges to charities; (vi) give gifts or funding to an individual; and/or (vii) to fund any projects or activities that deny involvement on the basis of race, religion, color, sex, sexual orientation, gender identity or expression, civil status, political convictions, language, ethnic or national origin, social condition, citizenship, handicap or disability status.

5.0 Grants and Odds of Winning

There will be five (5) individual CF Playmaker Grants of \$10,000 CAD each available to be won by eligible schools. While multiple applications may be submitted on behalf of a school, a school may only be awarded one (1) CF Playmaker Grant per grant deadline. The approximate odds of winning a CF Play Makers Grant depend on the total number of eligible applications received before the close of the Application Period.

CF Play Makers Grants must be accepted as awarded and cannot be assigned or transferred to another school, individual or other entity. If the CF Play Makers Grant cannot be awarded due to circumstances beyond the control of CF Play Makers, a substitute prize of equal or greater retail value may be awarded. Prior to providing the funds for the CF Play Makers Grant, the school and any individual representing the school will be required to provide evidence of authorization to receive the funds from the school's governing body as well as documentation related to the school's (or if applicable, school board's) designated bank account where funds are to be directed. CF Play Makers reserves the right and is not obligated to disperse the funds unless and until CF Play Makers is satisfied that the individual and accounts in question have been expressly authorized by the school and any other relevant authority to receive the funds.

6.0 How to Apply

To apply for a CF Play Makers Grant, please visit: cfplaymakers.ca and download the application package. Once completed, please submit your application by email to: cfplaymakers@cadillacfairview.com. Applications received after the close of the Application Period will not be considered.

By submitting an application each entrant agrees to be bound by these Terms, and further warrants and represents that its application: (i) is original to it and that it has all necessary rights in and to the contents of the application; (ii) does not violate applicable laws or school policies; (iii) does not violate any third party rights, including third party privacy and intellectual property rights; (iv) does not contain any reference to or likeness of any identifiable third parties unless valid consent (including from a legal guardian in the case of minors) has been obtained; (v) is not defamatory, libelous, obscene, and further that it will not contain any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by CF Play Makers in its sole discretion. CF Play Makers may initially screen each application. Any application that CF Play Makers deems, in its sole discretion, to violate these Terms will be void.

7.0 Criteria and Assessment

CF Play Makers will assess entries on the basis of the following criteria:

- i) Community Benefit and Relevance (45%)
- ii) Project Plan and Feasibility (45%)
- iii) Program Participation for Populations Experiencing Barriers (10%)

8.0 Selection Process

The CF Play Makers Program is an initiative of and administered by Cadillac Fairview. Representatives from Cadillac Fairview are solely responsible for reviewing applications and making selection decisions. All decisions are final. As part of the selection process, CF Play Makers may contact the applicant for additional details regarding the proposed project.

The CF Play Makers Grants will be awarded on August 1, 2025. The schools selected to receive the CF Play Makers Grant will be notified by telephone or email by September 1, 2025.

Before being confirmed as a recipient of a CF Play Makers Grant (each a "Winning School"), each selected school (and, if required for the accepting of grants for community funds, the school board) must complete and return, within five (5) business days of the initial contact date, a Declaration and Release Form (the "Declaration and Release"), which (among other things): (i) confirms compliance with these Terms; (ii) acknowledges acceptance of the CF Play Makers Grant as awarded; (iii) releases CF Play Makers and its affiliates and each of its and their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the "Releasees") from any and all liability in connection with the CF Play Makers Program, the selected school's participation therein and the awarding and use/misuse of the CF Play Makers Grant or any portion thereof or participation in any CF Play Makers Program-related activity; (iv) confirms the selected school's consent to the publication, reproduction and/or other use of its name, website, address, and any school representative's voice, statements about the CF Play Makers Grant and/or photograph and/or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of CF Play Makers in any manner whatsoever, including, without limitation, print, broadcast, mobile and the internet ("Promotion(s)"); (v) authorizes CF Play Makers to modify the application for the purposes of the Promotions; and (vi) assigns all copyright in the application to CF Play Makers and its affiliates, and waives any moral rights the selected school may have in application.

If CF Play Makers is unable to contact a selected school by telephone or email after three (3) attempts within five (5) business days of the initial contact date, and/or if a selected school fails to return the properly executed Declaration and Release within the specified time period, CF Play Makers may, in its sole and absolute discretion, disqualify the school, thereby forfeiting any and all rights to a CF Play Makers Grant. In the event of such a disqualification, an alternate school will be selected from among the remaining eligible entries, through a process similar to the one that selected the original selected schools, subject to these Terms. CF Play Makers is not responsible for any failed attempts to contact selected schools.

9.0 LIABILITY AND RELEASE

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE RELEASEES BE LIABLE TO YOU OR ANY THIRD PARTY FOR (I) ANY LOST PROFITS, LOSS OF SALES OR BUSINESS, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF GOODWILL, LOST SAVINGS, OR (II) FOR ANY INCIDENTAL, PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), WHETHER SUCH DAMAGES ARE ALLEGED IN TORT, CONTRACT OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE RELEASEES' AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS AND THE CF PLAY MAKERS GRANT PROGRAM EXCEED \$100.00 CAD.

10.0 RELEASE AND INDEMNITY

BY SUBMITTING AN APPLICATION AND/OR ACCEPTING A CF PLAY MAKERS GRANT, APPLICANT AND EACH SCHOOL HEREBY RELEASE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LIABILITY, CLAIM OR DAMAGE (INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, BODILY INJURY, DISABILITY, DEATH, PROPERTY DAMAGE AND LOSS OR DAMAGE OF ANY OTHER KIND) ARISING DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM OR IN CONNECTION WITH: (I) AN APPLICANT'S OR A SCHOOL'S PARTICIPATION IN THE CF PLAY MAKERS GRANT PROGRAM; (II) THE ACCEPTANCE, POSSESSION OR USE/MISUSE OF ANY CF PLAY MAKERS GRANT AND/OR PARTICIPATION IN CF PLAY MAKERS GRANT PROGRAM RELATED ACTIVITIES. APPLICANT AND EACH SCHOOL FURTHER AGREE NOT TO MAKE ANY CLAIM AGAINST ANY OF THE RELEASEES, OR AGAINST ANY THIRD PARTY THAT MAY RESULT IN A CLAIM AGAINST ANY OF THE RELEASEES, IN RESPECT OF ANY MATTER IN ANY WAY RELATING TO OR ARISING IN CONNECTION WITH THE CF PLAY MAKERS GRANT PROGRAM. APPLICANT AND EACH SCHOOL WILL HOLD ALL OF THE RELEASED PARTIES HARMLESS IN THE EVENT IT IS DISCOVERED THAT APPLICANT AND/OR A SCHOOL HAVE DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THESE TERMS. THIS RELEASE AND INDEMNITY SHALL CONTINUE IN FORCE FOLLOWING THE AWARD OF THE CF PLAY MAKERS GRANTS AND/OR TERMINATION OF THE CF PLAY MAKERS PROGRAM.

11.0 Publicity Release and Project Completion

By submitting an application or accepting a CF Play Makers Grant, as applicable, each applicant and each school: (i) grants to CF Play Makers, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use their application, in whole or in part, for advertising or promoting the CF Play Makers Grant or for any other reason; (ii) waives all moral rights in and to their application in favour of CF Play Makers; and (iii) agrees to release and hold harmless the Releasees from and against any and

all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action; (iv) agrees to receive email communications about the CF Play Makers Grant (i.e. notification of selection, documentation related to the awarding of the grant, and correspondence related to the status and/or completion of the Project); (v) agrees to the use of their name, city and province of residence, image, voice and likeness for any promotion, publicity and advertising purposes by CF Play Makers and its advertising and promotional agencies or related companies in all forms of media and formats (now known or hereafter invented) throughout the world in perpetuity without any right of compensation, permission or notification; (vi) agrees to provide photos and videos of the Winning School and the completed Project to CF Play Makers (who may reject the photo/video if it is not of sufficient resolution or does not meet standards of good taste), and further grants CF Play Makers and its advertising and promotional agencies or related companies a non-exclusive, perpetual, royalty-free, worldwide right and license to reproduce, adapt, publish, communicate to the public by telecommunication, transmit and distribute such photos and/or video's throughout the world and in any and all media and formats (now known or hereafter invented) for any promotion, publicity or advertising purposes.

Each winning school also agrees to participating in promotional activities as outlined above and as requested by CF Play Makers, including but not limited to site visits by CF Play Makers and approved build photography of the Project. Projects must be completed within twelve (12) months of the date of the award of the CF Play Makers Grant.

12.0 Additional Terms

- By submitting an application and/or accepting a CF Play Makers Grant, each applicant and each school agrees to abide by and be bound by these Terms and the decisions of CF Play Makers, which shall be final and binding, including, without limitation, any decisions regarding the eligibility/disqualification of entries. All applications become the property of CF Play Makers and shall in no case be acknowledged upon receipt or returned to applicant.
- These Terms and the CF Play Makers Grant Program are subject to applicable federal, provincial, and municipal laws, and are void where prohibited by law.
- It is anticipated that the CF Play Maker Grant funds will be delivered to the Winning Schools by September 30, 2025, however CF Play Makers is not responsible for delivery of CF Play Maker Grant funds within a reasonable or specified time. Winning Schools are solely responsible for the reporting and payment of any taxes related to the CF Play Makers Grant.
- CF Play Makers does not assume any responsibility for lost, stolen, delayed, damaged, illegible or misdirected entries or entries that do not conform to these Terms, or for any problems or technical malfunction of any internet network or lines, computer systems, servers, access providers, equipment, software, or for failure of any email or for traffic congestion on the internet or at any website, or any combination of any of these, or for any injury or damage to your computer or that of any other person including where such injury or damage is related to or arising from submitting an application or downloading any material in connection with the CF Play Makers Grant Program.
- CF Play Makers reserves the right, in its sole discretion, to cancel or modify the CF Play Makers Grant Program, including in the event that its technological security, physical security or proper administration is compromised for any reason.

- In the event of a dispute regarding who submitted an application, applications will be deemed to have been submitted by the school named on the application.
- All entries are subject to verification by CF Play Makers in its sole discretion. CF Play Makers reserves the right, in its sole discretion, to require proof of identity and/or eligibility (in a form acceptable to CF Play Makers) to participate in the CF Play Makers Grant Program. Failure to provide such proof in a timely manner may result in disqualification.
- Personal information, such as your name, e-mail, mailing address, and phone number, is collected by the CF Play Makers and its affiliates for the purposes of administering the CF Play Makers Grants, publishing a list of Winning Schools, and fulfilling grant requirements. In addition, CF Play Makers may combine this information with other information collected about you when you use our other services or interact with us. CF Play Makers may use this combined information for the purposes described in our privacy policy, available at: <http://www.cadillacfairview.com/privacy-policy/>. If you have a privacy question or concern, if you wish to have access to or request the correction of your personal information or withdraw your consent to the collection or use of your personal information by CF and/or its affiliates, you may contact CF Play Makers' Chief Privacy Officer at: cfprivacy@cadillacfairview.com or 20 Queen Street West, Suite 500, Toronto Ontario M5H 3R4.
- If any provision of these Terms is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, it will be ineffective only to the extent of its illegality, invalidity or unenforceability without affecting the validity of the remaining provisions of these Terms.