



MANULIFE
PLACE

MANULIFE PLACE POP-UP COMPETITION

RELEASE AND WAIVER

THIS FORM CONTAINS CLAUSES THAT AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO SUE. PLEASE READ THIS FORM CAREFULLY BEFORE SIGNING.

IN CONSIDERATION of the opportunity to participate in the Manulife Place Pop-Up Competition (the “Contest”) the undersigned (“Entrant”) hereby represents, warrants, confirms, acknowledges and agrees as follows:

1. The Entrant agrees to indemnify and save harmless and hereby remises, releases, waives and discharges The Manufacturers Life Insurance Company, its subsidiaries and affiliates (collectively, “**Manulife**”) and each of their respective employees, agents, directors and officers, from and against any and all liability, expenses, costs (including solicitor/client costs on a full indemnity basis), claims, damages and losses that may arise directly or indirectly, now or in the future, by reason of any injury, disability, death, damage, loss or expense incurred or suffered, arising out of or in any way connected to the operation of the Contest and/or the Entrant’s participation therein, including, without limitation, direct, indirect, special, consequential or economic losses, actions and causes of action and/or any claim or proceeding arising as a result of the negligent acts or omissions of Manulife or any of its employees, agents, directors or officers.
2. The Entrant hereby consents to Manulife and its representatives taking photographs, videotaping, making recordings of the Entrant’s voice, and otherwise capturing the Entrant’s image during the course of the Contest. The Entrant hereby grants Manulife the right to reproduce, use, exhibit, display, broadcast, distribute and create derivative works of any photos, video and/or audio recordings of the Entrant created in connection with the Contest, including any proposal or submission created by the Entrant as part of the Contest entry requirements. The Entrant hereby agrees to release any photos, video, and/or audio recordings taken in connection with the Contest for advertising or for any other commercial use by Manulife, event organizers, sponsors or local media and further waives and releases any and all rights in and to such photos, video, and/or audio recordings and agrees that the same shall be the exclusive property of Manulife. The Entrant acknowledges that the foregoing release and waiver applies to permit Manulife to use, alter and publish such media, and to the full benefit of any proceeds derived from such media and waives any right to inspect or approve any such media, any materials that may be used in connection with the media, or the use to which it may be applied.
3. The Entrant represents and warrants that they have good and valid legal title to, and the full right to use, any and all intellectual property, including without limitation, any patents, trademarks, service marks, copyrights, inventions, trade secrets, trade names, trade dress, logos, branding and images associated with the Entrant’s business, including any intellectual property used or depicted in any proposal submitted by the Entrant in relation to the Contest. The Entrant represents and warrants that Entrant’s participation in the Contest, including the submission of a

proposal, does not, in any manner whatsoever, infringe upon any copyright, patent, trademark or other proprietary or intellectual property right of any third party whatsoever or howsoever arising.

4. The Entrant hereby confirms that they are an adult resident of the Province of Alberta, or an Alberta based business, corporation, partnership, joint venture, or organization, as the case may be, and that they are duly qualified to transact business in the Province of Alberta and the City of Edmonton. The Entrant represents and warrants that they have, or will have prior to entering into the Contest, all applicable licenses, permits, certifications and qualifications required to carry on their business, including, without limitation, a business license from the City of Edmonton.
5. The Entrant acknowledges that the winners of the Contest will enter into a three (3) month lease with Manulife for a retail space on Manulife's standard form retail lease (excepting the obligation to pay rent), and that such retail space will be delivered by Manulife in white box condition. The Entrant further acknowledges and agrees that should the Entrant be selected as a winner of the Contest, the Entrant shall be responsible for all fixturing, design, displays, signage, and utilities during the term of the lease.
6. The Entrant confirms and agrees that no representations, statements or inducements concerning the Contest, whether written or oral, have been made to the Entrant by Manulife other than those expressly set forth in the Contest Terms and Conditions.
7. The Entrant confirms that they have read, understood, complied with and will comply with the Contest Terms and Conditions.
8. The foregoing release and waiver is intended to be as broad and inclusive as is permitted by the laws of the Province of Alberta and if any portion hereof is determined to be invalid or unenforceable, the balance of this release and waiver shall continue in full force and effect to the maximum extent permitted by law.
9. This document shall be governed by and construed in accordance with the laws of the Province of Alberta.
10. The Entrant has read the contents of this release and waiver, and fully understands and agrees to all of its provisions. The Entrant acknowledges that they have had the opportunity to seek independent legal advice with respect to this release and waiver, and in the event the Entrant did not avail themselves of that opportunity, they did so voluntarily and without undue pressure or influence, and agree that any failure of the Entrant to obtain independent legal advice may not be used as a defence to the enforcement of this release and waiver.

I HAVE READ AND UNDERSTAND THE ABOVE RELEASE AND WAIVER AND I UNDERSTAND THAT BY PARTICIPATING IN THE CONTEST I AM ASSUMING THE RISKS ASSOCIATED WITH DOING SO. I AM AWARE THAT BY SIGNING THIS RELEASE AND WAIVER I AM WAIVING MY LEGAL RIGHTS (ON MY OWN BEHALF ON BEHALF OF MY HERIS, EXECUTORS, ADMINISTRATORS AND LEGAL REPRESENTATIVES) AND AM AGREEING TO RELEASE AND INDEMNIFY MANULIFE FROM ANY LIABILITY IN RESPECT OF THE CONTEST.

THIS RELEASE AND WAIVER has been executed on _____, 2018.

Participant Signature

Witness

Print Name (Participant)

Print Name (Witness)