

“Senior Star” Contest
Official Rules & Regulations

Contest operated by Chartwell Seniors Housing REIT (“Chartwell”)

1. **Entry Period:** All entries must be received by 11:59 p.m. (ET) on Tuesday, June 10, 2008. At Chartwell’s sole discretion, auditions may be required for Regional competitions and the deadline for registrations may be changed.
2. **Eligibility:** The Contest is open to legal residents of Canada, excluding the province of Quebec, who are or will be 65 years of age or older on December 31, 2008. VOID WHEREVER PROHIBITED OR RESTRICTED BY LAW. Employees (and their immediate families) of Chartwell and each of their respective affiliated companies, sponsors, subsidiaries, and advertising agencies are not eligible (collectively, the “**Contest Entities**”). By participating in this Contest, entrants (a) agree to be bound by these Official Rules and by the decisions of Chartwell, which are final in all matters relating to this Contest and (b) acknowledge their eligibility to participate and their compliance with these Official Rules.
3. **To Enter:** To enter, an eligible person must complete a participation form available at one of the participating residences operated by Chartwell (each, a “**Participating Residence**”), following the instructions on the form, and remit the completed form in the designated entry box at any Participating Residence. Incomplete or inaccurate entries are void. All entries and entry materials become the property of Chartwell and will not be returned. Chartwell may require a participant to provide sheet music for the musical work the participant has indicated on his or her participation form.
4. **Qualification Round:** On or before June 17, 2008, Chartwell will post at Participating Residences the name of each participant, the musical work to be performed by each participant as well as the time and location where each participant must attend in order to participate. Participants will be required to attend such location at such time on June 17, 18 or 19, 2008 and perform a musical piece of the participant’s choice before a panel of judges appointed by Chartwell (the “**Regional Judges**”), either by singing, playing such musical piece using an instrument or both. Participants may only perform once in conjunction with the Contest. Participants will have no more than 5 minutes to complete their performance and must perform alone, provided, however, that participants will have the option of having a piano player selected and made available by Chartwell to accompany them during their performance. Participants must bring their own instrument, unless they choose to use the keyboard on that day.
5. **Criteria:** An audio-visual recording of all performances will be made and will be used in terms of judging. Participants will be judged based on their musical skills, creativity, ingenuity and adherence to the contest theme (collectively, the “**Judging Criteria**”).
6. **Finalist Selection/Notification:** The Regional Judges will select regional winners (“**Regional Winners**”) and will submit the recording of their performance to the Finals judges (the “**Finals Judges**”). Ten (10) finalists from all Regional Winners (the “**Finalists**”) will be selected based on their performance and using the Judging Criteria. The Finalists will be determined between June 28, 2008 and July 30, 2008 and the Finalists shall be advised in person or by phone on July 31, 2008 or such other date as Chartwell may advise of. If a participant cannot be reached after 3 attempts or is unable or unwilling to be named a Finalist and participate in the contest finals (the “**Finals**”), the Judges will name a replacement from the remaining Regional Winners using the Judging Criteria.

7. **First Round Prizes:** Each Regional Winner will receive a trophy or commemorative plaque. Finalists will be offered an all-expense paid return-trip to Toronto, Canada from the Participating Residence nearest to where the Finalist lives for such Finalists to participate in the Finals. The approximate retail value of each Finalist prize is \$2,000 and is subject to change based on current market conditions at the time of prize fulfillment (actual prize value may also vary from Finalist to Finalist depending on the location of the relevant Participating Residence and the mode of transportation).
8. **Finals:** Finalists must advise Chartwell of the song they will perform at the Finals. Chartwell may require Finalists to provide it with sheet music for the selected song. Finalists will be required to attend the designated location in Toronto, Canada on Monday, September 15, 2008 at 6 p.m. and, at such time or later on such date, perform one musical work of the participant's choice before the Finals Judges. Finalists will have no more than 5 minutes to complete their performance and must perform alone, provided, however, that participants will have the option of having a piano player selected and made available by Chartwell to accompany them during their performance. Participants must bring their own instrument. Chartwell will advise the Finalists of the exact location in Toronto where the Finals will be held and will also advise the Finalists of any change to the date and time of the Finals.
9. **Selection of Grand Prize Winner and Runner-ups:** One (1) grand prize winner (the "Grand Prize Winner") will be chosen from the Finalists by the Judges immediately following the last Finalist performance on September 15, 2008 along with a second place winner (the "2nd Place Winner") and a third place winner (the "3rd Place Winner"), using the Judging Criteria in conjunction with their latest performance. The Grand Prize Winner, 2nd Place Winner and 3rd Place Winner will be announced on September 15, 2008. All decisions of the Judges and Chartwell related to this Contest are final. Chartwell expressly reserves the right to delay the announcement of the winners for creative or technical reasons or if for any other reason Chartwell deems it necessary.
10. **Prizes for Finals:**
- Grand Prize:** The Grand Prize Winner will receive an all-expense trip to a location to be determined by Chartwell. The approximate retail value of the grand prize is \$5,000 and is subject to change based on current market conditions at the time of prize fulfillment (actual prize value may also vary depending on the location of the Grand Prize Winner and the mode of transportation).
- 2nd Place Prize:** The 2nd Place Winner will receive an all-expense trip to a location to be determined by Chartwell. The approximate retail value of the 2nd place prize is \$4,000 and is subject to change based on current market conditions at the time of prize fulfillment (actual prize value may also vary depending on the location of the 2nd Place Winner and the mode of transportation).
- 3rd Place Prize:** The 3rd Place Winner will receive an all-expense trip to a location to be determined by Chartwell. The approximate retail value of the 3rd place prize is \$3,000 and is subject to change based on current market conditions at the time of prize fulfillment (actual prize value may also vary depending on the location of the 3rd Place Winner and the mode of transportation).
11. **Fulfillment of Prizes:** Arrangements for the fulfillment of all prizes will be made by Chartwell. No substitution or transfer of the prizes or any portion of the prizes is permitted, except by Chartwell, in which case a prize of equal or greater value may be awarded. Upon receipt of a prize, winners are required to comply with any and all applicable federal, provincial and local laws, rules and regulations. Winners are solely

responsible for any and all applicable federal, provincial and local taxes that become due with respect to their respective prizes. The value of the prizes may be taxable to the winners as income.

12. **Permissions/Release/Assignments/Waivers:** As a condition of being awarded any prize, winners may be required to execute and deliver to Chartwell a signed affidavit of eligibility and acceptance of these Official Rules and release of liability in favour of Contest Entities, in the form provided by Chartwell, within ten (10) business days from the date on which the form is sent by Chartwell to the Finalist, Grand Prize Winner, 2nd Place Winner or 3rd Place Winner (as the case may be). Except where prohibited by law, entry into the Contest constitutes permission to use winners' name, address, likeness and/or prize information, without limitation, for promotional purposes without further permission or compensation. As a condition of being awarded any prize, except where prohibited by law, winners may be required to execute a consent to the use of their name, address, likeness and/or prize information, without limitation, for promotional purposes without further permission or compensation. Participants agree that any recording (including, without limitation, photographs, audio recordings and audio visual recordings) of their performance by Chartwell shall be exclusively owned by Chartwell and that Chartwell shall exclusively own all rights in such recording and the underlying performance, including, without limitation, all copyright and Chartwell shall be free to, by way of example and without limitation, reproduce, distribute, exploit, adapt, modify and publish the recordings of such performances. To the extent required by law, participants hereby assign all right, title and interest they may have in their performance to Chartwell. To the extent permitted by law participants hereby waive all moral rights they may have anywhere in the world in their performance. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER OR ANY BEHAVIOUR BY A WINNER THAT WILL BRING SUCH WINNER OR CHARTWELL INTO DISREPUTE (IN CHARTWELL'S DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE CONTEST AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.
13. **General Terms:** If, for any reason, the Contest is not capable of running as planned for reasons beyond Chartwell's reasonable control, Chartwell reserves the right in its sole discretion to cancel, terminate, modify or suspend the Contest. Should the Contest be terminated prior to the stated expiration date, notice will be posted at each Participating Residence on the Website. All interpretations of these Official Rules and decisions by Chartwell are final. Chartwell reserves the right in its sole discretion to disqualify any individual it finds to be tampering, or to have tampered with the entry process or the operation of this Contest; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or to have provided inaccurate information on any documents submitted in connection with this Contest. When used in these Official Rules, "all-expense" means that cost of economy class round-trip airfare or ground transportation, whichever is less, hotel accommodations, meals and local transportation). THE COURTS (PROVINCIAL AND/OR FEDERAL, AS THE CASE MAY BE) IN THE CITY OF TORONTO, ONTARIO SHALL HAVE EXCLUSIVE JURISDICTION OF ANY CONTROVERSIES REGARDING THE CONTEST AND THE LAWS OF THE PROVINCE OF ONTARIO AND THE LAWS OF CANADA APPLICABLE THEREIN SHALL GOVERN THE CONTEST. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS.
14. For the name of the winners and/or a copy of the Official Rules, please send a self-addressed stamped envelope to:

Chartwell Seniors Housing REIT
Attention: Senior Star Contest
100 Milverton Dr., Suite 700
Mississauga, ON L5R 4H1

All requests must be made by December 31, 2008. Please note on the front left-hand corner of your outer envelope whether you are requesting "Official Rules" or the name of the "Winners." Self-addressed envelopes with insufficient postage shall not be returned and shall be destroyed without notice.