



OUR FILE: [REDACTED]

July 3, 2025

REPLY TO:

ANDREW McDANIEL

VIA EMAIL:

VIA EMAIL:

Charter Advocates Canada

Pejovic Law

Attention: Darren Leung

Attention: Allison Kindle Pejovic

Dear Sir/Madam:

RE: Edmonton Prolife Society v Explore Edmonton Corporation
Court of King's Bench of Alberta Action No. 2403 10857

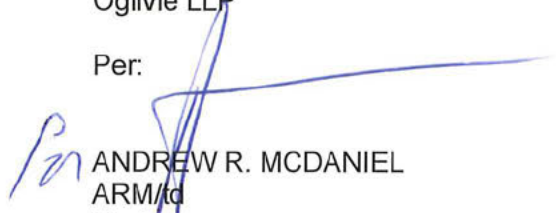
We enclose for service upon you the Statement of Respondent's Defence now filed in the above noted action.

Please contact our office should you have any questions.

Yours truly,

Ogilvie LLP

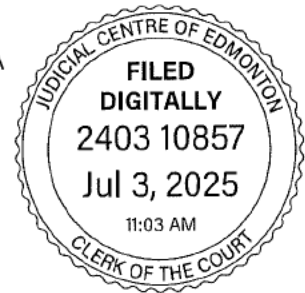
Per:


ANDREW R. MCDANIEL
ARM/tc
Enclosure

CELEBRATING
100 YEARS
TOGETHER

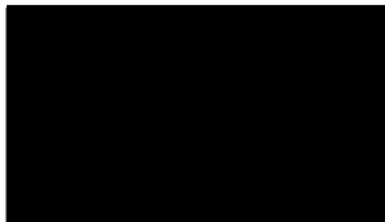


COURT FILE NUMBER 2403 10857
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
APPLICANT EDMONTON PROLIFE SOCIETY
RESPONDENT EXPLORE EDMONTON CORPORATION
DOCUMENT **STATEMENT OF
RESPONDENT'S DEFENCE**



ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT

OGILVIE LLP
Barristers & Solicitors



Service will be accepted by delivery
or fax. No other form of service will
be accepted.

Note: State below only facts and not evidence (Rule 13.6)

Statement of facts relied on:

1. The Respondent, Explore Edmonton Corporation (the "**Respondent**") denies each and every allegation contained in the Statement of Applicant's Claim, filed June 9, 2025 (the "**Claim**") by the Applicant, Edmonton Prolife Society (the "**Applicant**"), except as expressly admitted to herein, and holds the Applicant to the strict proof thereof.
2. The Respondent admits paragraphs 4 and 6 of the Claim.

The Respondent and KDays

3. KDays is a festival held annually in Edmonton, Alberta, commencing each July at the Edmonton EXPO Centre and Exhibition Grounds, providing various sources of entertainment, including rides, midway games, food/drink, live music, street performers and various other vendors.
4. The Respondent first organized and managed KDays in 2022, as KDays in 2020 and 2021 were cancelled due to the COVID-19 pandemic, and prior to 2020 KDays was organized and managed by Edmonton Northlands o/a Northlands ("**Northlands**").

5. Entrance to KDays requires a paid entry fee/ticket and compliance with the Respondent's Code of Conduct. The Respondent reserves the right to remove any person from KDays who is not in compliance with its Code of Conduct.
6. Since KDays 2022, the Respondent has organized and managed KDays pursuant to various policies and procedures, including policies provided to prospective vendors, including, but not limited to, information pertaining to vendor application forms, the vendor application process, selection criteria, vendor placement, and timelines and deadlines for applying for and securing a vendor placement.
7. Since KDays 2022, the vendor application process has been extremely competitive. Submitting an application does not guarantee acceptance to be a vendor at KDays. To assist prospective vendors in their application process, KDays publishes a Vendor Handbook each year (the "**Vendor Handbook**").
8. Pursuant to the Vendor Handbook, applications for vendors are received by the Respondent and evaluated on a number of non-exhaustive criteria, including, but not limited to:
 - a. Product quality;
 - b. Vendor experience at other fairs and shows;
 - c. Past performance;
 - d. Booth presentation and appearance;
 - e. Balance of similar product/services on the fairgrounds;
 - f. Appropriateness of product, service, or presentation; and
 - g. Physical requirements of the vendor set up.
9. The Vendor Handbook also provides that KDays reserves the right to prohibit a concession or exhibit or any part which in the sole judgement of the Respondent, detracts from the fair experience or which may be objectionable or offensive to neighbouring vendors or the public. This restriction extends, without limitation, to persons, things, conduct, signage, or printed materials.
10. The Vendor Handbook provides for a phased vendor application process, including the following stages:
 - a. Application Phase: the vendor submits an online application for consideration by the Respondent;
 - b. Review Phase: applications are reviewed by and decided on by the Respondent, after which time a Vendor License Agreement is provided to the vendor, which is required to be completed and returned along with the payment of the vendor invoice. Once a complete agreement and payment of the vendor invoice has been received, the vendor is moved to the Placement Phase; and
 - c. Placement Phase: once vendors are in good standing (i.e. no outstanding invoices and all documentation, including a completed Vendor License Agreement), their application is moved to the Placement Phase, wherein the Respondent determines where the respective vendor will be placed within the fairgrounds.

11. Historically, and since 2022 wherein the Respondent took over the organization and management of KDays, the event has served as a gathering place and celebration of summer for Northern Alberta.

The Applicant and KDays under the Respondent's Management

12. KDays 2022 was the first instance of the Respondent considering a vendor application on behalf of the Applicant.
13. The Respondent received the Applicant's vendor application on or about January 17, 2022, which was submitted through the Respondent's online portal (the "**2022 Application**").
14. Given the volume of vendor applications received for KDays 2022, the fact that this was the Respondent's first KDays, and the newly implemented phased vendor application process, many vendors were not provided with a response until late May or early June 2022. Some vendors were put on a waiting list and were not approved until nearly July 2022.
15. The delay in responding to the 2022 Application was exacerbated by a Respondent staff member responsible for the vendor application process having a serious medical condition, which limited his ability to perform his job duties, including replying to prospective vendors.
16. On or about July 13, 2022, the Respondent communicated to the Applicant that the Applicant would not be issued a vendor agreement for KDays 2022.
17. The Respondent denies that it owed any contractual, constitutional, or any obligation, to the Applicant with respect to the 2022 Application. The Respondent further denies that it had any obligation to provide reasons to the Applicant with respect to the decision not to issue a vendor agreement to the Applicant.
18. Pursuant to the Vendor Handbook, the Applicant had not yet provided the requisite documentation to secure its booth at KDays 2022, including the required fees and a completed Vendor License Agreement.
19. The Respondent denies that it was biased as against the Applicant in making its decision not to issue a vendor agreement to the Applicant pursuant to its 2022 Application, as alleged in the Claim. The Respondent further denies that its decision was made to specifically target the Applicant's message and/or to prevent the Applicant from expressing its message at KDays 2022, as alleged in the Claim.

The 2024 KDays Application

20. On or about February 8, 2024, the Respondent received an application for a vendor booth with respect to KDays 2024 (the "**2024 Application**").
21. The Respondent states that it reviewed the 2024 Application and made the decision not to approve the Applicant for a vendor booth. The Respondent made this decision pursuant to the 2024 version of its Vendor Handbook, which contained the same material terms as in 2022.
22. The Respondent denies that it was biased as against the Applicant in making its decision not to issue a vendor agreement to the Applicant pursuant to its 2024 Application, as alleged in the Claim. The Respondent further denies that its decision was made to specifically target the

Applicant's message and/or to prevent the Applicant from expressing its message at KDays 2024, as alleged in the Claim.

Alleged Impact and Charter Issues

23. The Respondent denies that its decision not to approve the Applicant's 2022 Application and/or 2024 Application reduced the Applicant's ability to express its message, or deprived any attendees of KDays from an opportunity to hear and see the Applicant's message, as alleged in the Claim.
24. The Respondent states that it has no obligation to approve the application of any vendor, or otherwise provide a venue, for a vendor to express any particular message at KDays.
25. The Respondent denies that KDays is an important venue, or a venue at all, for the purposes of communication of public outreach objectives, or any objectives, as alleged in the Claim.
26. The Respondent maintains that it has the sole discretion to consider, approve, and/or reject any vendor applications, including but not limited to, pursuant to the terms of its Vendor Handbook. The Respondent further states that the number of vendor applications each year, including in 2022 and 2024, far exceed the number of booths available, and therefore no vendor is guaranteed a space and many vendors are denied each year.

Any matters that defeat the claim of the Plaintiffs:

27. In response to the Claim as a whole, the Respondent denies that the Applicant's Section 2(b) rights pursuant to *The Constitution Act, 1982, Schedule B to the Canada Act 1982 (UK)*, 1982, c 11 (the "*Charter*"), as alleged in the Claim.
28. In the alternative, the Respondent states that if the Applicant's Section 2(b) rights were infringed, which is not admitted but specifically denied, that such an infringement was a reasonable limitation prescribed by law as can be demonstrably justified in a free and democratic society, as prescribed by Section 1 of the *Charter*.

Remedy sought:

29. The Respondent seeks:

- a. dismissal of the Applicant's Claim in its entirety;
- b. costs of this action on a solicitor and own client basis, or such other basis as this Honourable Court deems just; and
- c. such further and other relief as this Honourable Court deems just in the circumstances.