



## Official Rules for ENGLP's Customer Appreciation Giveaway

By EPCOR Natural Gas Limited Partnership ("ENGLP")

- No purchase is necessary to enter.
- To be eligible, eligible participants (residential customers) must submit a valid new application for natural gas during the Contest Period.
- The winners will be selected by a random weekly draw and must correctly answer a skill-testing question to receive a prize.
- Entries are limited to one (1) per person, per residential address.
- Odds of winning are contingent upon the number of eligible entries received.
- ENGLP will award one (1) of six (6) prizes of the winner's selection, bi-weekly for six (6) weeks, valued to a maximum \$1,395+tax for a total of three (3) prizes, consisting of:
  - Tramore Cast Concrete Fire Table;
  - Whirlpool 7.4 cu. F. Front Load Gas Dryer;
  - Whirlpool 5.0 cu. Ft. Front Load Gas Washer;
  - Whirlpool Smart Gas Range with Air Cooking Technology and Rapid Preheat, Self-Cleaning Oven in FingerPrint Resistant Stainless Steel;
  - Napoleon Rogue XT-425 3-Burner Natural Gas BBQ; or,
  - Broil King Baron 440 4-burner Natural Gas BBQ.
- The winners may be announced on ENGLP's social media page(s).
- All information collected for this contest will be used for the purposes of the contest and for no other purpose.

## 1. General

- (a) By participating in this promotional contest (the “**Contest**”), each participant unconditionally accepts and agrees to (i) the terms and conditions set out in these Official Rules, and (ii) the decisions of EPCOR Utilities Inc. (“**EPCOR**”) and EPCOR Natural Gas Limited Partnership (“**ENGLP**”), with respect to all aspects of the Contest, which decisions will be final and binding.
- (b) ENGLP, in its sole discretion, reserves the right to disqualify any person it finds to be in violation of the Contest’s Official Rules (the “**Official Rules**”).

## 2. Contest Periods

The Contest Period starts at 08:00 EST on April 1, 2025 and closes at 23:59:59 EST on May 13, 2025.

## 3. Entry

- (a) A valid entry consists of a residential customer submitting a valid natural gas application, as determined in ENGLP’s sole discretion, during the Contest Period (“**Eligible Participants**”).
- (b) Review of all submissions is a manual process that will be conducted in ENGLP’s sole discretion, once the Contest Period has closed.
- (c) ENGLP will determine, in its sole discretion but acting reasonably, whether a submission meets the requirements for entry and will be considered a valid entry. If an infringement of any other person’s rights by a participant has occurred or is suspected by ENGLP acting reasonably, the participant may, at ENGLP’s option, no longer be eligible for entry. If plagiarism, ghostwriting, or an infringement of any other person’s rights by a participant has occurred or is suspected by ENGLP, acting reasonably, the participant may, at ENGLP’s option, no longer be eligible for entry.
- (d) An entry will be disqualified if it: (i) provides information that is incomplete or inaccurate, or (ii) fails to comply with or is determined to be or involves, in ENGLP’s sole discretion, an attempt to circumvent the terms and conditions of these Official Rules.
- (e) Entries will be limited to one (1) per person, per energy product (natural gas), per residential address, for each draw.
- (g) ENGLP does not accept Contest entries by phone, fax, courier, or any direct/private messages via social media. If a participant, in ENGLP’s sole discretion, is found to be participating in an attempt to hijack or influence the Contest (for example, participating in collaboration with other parties) such participant will be ineligible, and such participant’s entries will be judged void.

#### 4. Eligibility

To be eligible to participate in this Contest, a participant must be:

- (a) An Eligible Participant as defined in section 3 of these Contest Rules;
- (b) At least eighteen (18) years of age;
- (c) An individual (not a corporation, municipality, partnership, society or other non-natural entity);
- (d) A resident of Canada, but excluding residents of Quebec;
- (e) In compliance with these Official Rules.

#### 5. Prizes

- (a) ENGLP will award one (1) of six (6) prizes of the winner's selection, bi-weekly for **six (6) weeks**, valued to a maximum of \$1,395+tax CAD **for a total of three (3) prizes**, consisting of:

- Tramore Cast Concrete Fire Table;
- Whirlpool 7.4 cu. Ft. Front Load Gas Dryer;
- Whirlpool 5.0 cu. Ft. Front Load Gas Washer;
- Whirlpool Smart Gas Range with Air Cooking Technology and Rapid Preheat, Self-Cleaning Oven in FingerPrint Resistant Stainless Steel;
- Napoleon Rogue XT-425 3-Burner Natural Gas BBQ; or,
- Broil King Baron 440 4-burner Natural Gas BBQ.

(collectively, the **"Prize"**).

- (b) Odds of winning depend on the number of eligible entries.

(c) The Prize will be administered only by ENGLP in accordance with these Official Rules, and if these Official Rules are deficient, ambiguous, vague, or contradictory, ENGLP will determine such matter in its own discretion. If, in the sole opinion of ENGLP, the Prize may not be granted for an unexpected reason or some reason outside the control of ENGLP, ENGLP will have the right, but not the obligation, to substitute the Prize with something else which may differ in value to the Prize.

(d) The Prize must be accepted as offered in these Official Rules, or will otherwise be forfeited by the winner. If forfeited, ENGLP will not be required to compensate the winner in any other way, and will in no way be liable to the winner. If the Prize is forfeited by a selected participant, ENGLP will re-select a winner in the same manner the first entry was selected, and so on in the event of forfeit until a participant accepts the Prize. Unless otherwise stated in these Official Rules, the winner will not be entitled to cash or any other compensation in lieu of the Prize.

## **6. Prize Winners**

(a) ENGLP will endeavour to select the winner(s) as soon as possible, however, the volume of entries, and potential difficulty in contacting a winner, may delay the selection. Selection will be by random selection using a random number generator computer program that will pull from all eligible entries.

(b) Once selected, ENGLP will contact the participant identified by their email address or phone number. Only three (3) attempts will be made, over a three (3) day period, with the first attempt made immediately after the selection is made. If direct contact is not made with the selected participant for any reason within seventy-two (72) hours of the first attempt, if the selected participant is contacted but ENGLP is subsequently unable to re-contact the selected participant to complete Prize administration, or if the selected participant is unwilling or unable to comply with these Official Rules, all in ENGLP's opinion and discretion, they will thereby forfeit the Prize with no further recourse against ENGLP, and another participant's entry will be selected in the same manner the first entry was selected, and so on until a winner is contacted.

(c) Once contacted, the selected participant will be required to provide any additional information needed pertaining to the Contest and the Prize. Details include but are not limited to, contact information and eligibility validation (including birthdate). ENGLP may require the selected participant to engage in a telephone conversation through which the selected participant will be asked for such information. Each participant represents and agrees that they will provide accurate and truthful information to ENGLP, and agrees that ENGLP may use means it deems necessary to confirm information provided.

(d) Upon ENGLP's verification that the selected participant is in compliance with all of the Official Rules, the selected participant will be declared a winner. If, for any reason, the selected participant is in breach of these Official Rules or is ineligible, the selected participant will not be entitled to the Prize.

(e) The winner may be announced on ENGLP's social media page(s).

(f) The winner may refuse the Prize, in which case ENGLP will not be required to award the Prize to that winner.

(g) The selected participant must correctly answer, unaided, a mathematical skill-testing question or the individual will no longer be eligible for the Prize, and the Prize will be forfeited.

(h) The selected participant will be required to complete, sign and return a "Declaration Consent and Release Form" to confirm eligibility and in which they assume all risks associated with acceptance and use of the Prize. These forms must be returned, properly executed, within five (5) days of notification of the winner, otherwise the participant will not be entitled to the Prize.

## **7. Liability Limitation**

Each participant agrees that ENGLP shall not be liable to any participant or guest or their heirs for property damage, injury or death, or any other loss that may arise: (i) as a result of, whether wholly or partially, any act or omission of ENGLP, (ii) as a result of the acceptance, use, misuse,

or malfunction of any Prize, or (iii) by reason of any other event over which ENGLP has no control. In all other circumstances, ENGLP's total maximum liability to any participant shall be equal to the approximate value of the Prize set out in these Official Rules divided by the total number of eligible entries received. ENGLP will not be responsible for the failure, malfunction, or unsuitability for any purpose of any Prize, and winners must contact Prize manufacturers directly regarding any such claims or product warranty matters.

## **8. Indemnity**

Each participant hereby agrees to indemnify and hold harmless ENGLP and its directors, officers and employees from any and all claims, demands and liability for any injury, loss or damage of any kind to any person or persons, including death, property damage, and the infringement of any intellectual property rights, resulting in whole or in part, directly or indirectly, from such participant's acceptance, possession, use or misuse of the Prize or any part of the Prize, the creation or submission of a Contest entry, participation in the Contest, or participation in any Prize-related activity.

## **9. Disclaimer of Warranty**

Except as otherwise set out in these Official Rules, ENGLP makes no warranty, guarantee or representation of any kind concerning the Prize and disclaims any implied warranty.

## **10. Contest Irregularities**

ENGLP is not responsible for late, lost, incomplete, irregular, or misdirected entries, or for any computer, online, telephone or technical malfunctions or human errors that may occur. If, for any reason, the Contest is not capable of running as planned, or more Prizes are awarded than planned, including due to a computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort, ENGLP may cancel, terminate, modify or suspend the Contest. Each participant further agrees to release ENGLP from any liability resulting from, or related to, participation in the Contest or the awarding or use of any Prize. ENGLP reserves the right to terminate or withdraw this Contest at any time.

## **11. Publicity**

Except where prohibited by law or regulation, by submitting an entry and accepting the Prize, the winner grants ENGLP (and its nominees) a perpetual, worldwide, royalty-free license to use their name, photograph, video, voice, likeness and the whole or any part of any statement or statements he/she has made or makes concerning the Contest or the Prize, for ENGLP (and its nominees) to use in connection with any publicity, promotion or advertising of any nature, whether or not related to the Prize or Contest and the participant hereby consents to such use without further notice, consent, approval or compensation. Each winner agrees to make themselves reasonably available for an opportunity to have photographs taken of them. Each winner also agrees that ENGLP may publish their name, city and province of residence as being the winner of the Contest.

For information about EPCOR's (and ENGLP's) privacy practices, read EPCOR's Privacy Policy: <http://epcorweb/about/PoliciesCanada/PrivacyPolicy.pdf#search=Privacy%20Policy>.

## **12. Taxes**

The winner is responsible for reporting any taxable benefits in connection with the Contest to all applicable governmental authorities. Any taxes relating to the acceptance or use of the Prize are the sole responsibility of the winner.

## **13. Changes to the Contest**

ENGLP reserves the right to change the terms of this Contest and these Official Rules, and suspend or cancel it, at any time, for any reason, without liability on the part of ENGLP, and without prior notice.

## **14. Entries**

All entries become the property of ENGLP. The receipt of any entry will not be acknowledged and no entry will be returned. Each participant represents that they own or have rights to all intellectual property in any Contest entry material, and any and all such intellectual property rights associated with any entry, including copyright, patent, or trademark, including moral rights, are, upon submission of the entry by a participant, transferred and assigned to ENGLP.

## **15. Governing Law**

A prospective participant may not participate in the Contest where it is prohibited. The interpretation of these Official Rules and all matters relating to the rights and obligations as between any participant and ENGLP in connection with the Contest shall be governed by, construed and interpreted in accordance with the laws of Ontario, without giving effect to any choice of law or conflict of laws rules or provisions. Each of ENGLP and all participants hereby agree to attorn to the jurisdiction of the courts of Ontario, sitting in the City of Collingwood (and all courts of appeal therefrom), in respect of the determination of any matter, issue or dispute arising in relation to these Official Rules, the Contest or the acceptance or use of the Prize and agree that any such determination shall be sought solely and exclusively before such courts.

## **16. Discrepancy with Other Material**

If there is a discrepancy or inconsistency between the terms and conditions of these Official Rules and any other material relating to the Contest, these Official Rules shall prevail, govern and control. In the case of a discrepancy or inconsistency between these Official Rules and any Declaration Consent and Release Form which may be used for this Contest, both will apply to the extent possible, but these Official Rules shall prevail, govern and control.

## **17. Third Party Trademarks**

The names of any individual, group, company, product or service mentioned herein or on the Contest website, and any corresponding likeness, logo or image thereof, have been used for identification purposes only and may be the copyrighted properties and trademark of their respective owners. The mention of any individual, group, company or sponsor, or the inclusion of a product or service as a Prize or on the Contest website, does not imply any association with or endorsement of such individual, group, company or sponsor or the manufacturer or distributor of such product or service or the product or service itself and, except as otherwise indicated, no

association or endorsement is intended or should be inferred and ENGLP makes no representation or warranty about them and specifically disclaims any which may otherwise arise under law.

#### **18. Declaration Consent and Release Form**

The selected participant will be required to complete, sign and return a “Declaration Consent and Release Form” to confirm eligibility and in which they assume all risks associated with acceptance and use of the Prize. These forms must be returned, properly executed, within five (5) days of notification of the winner, otherwise the participant will not be entitled to the Prize. Upon receipt of the properly executed forms and ENGLP’s verification that the selected participant is in compliance with all of these Official Rules, the selected participant will be declared the a winner. Otherwise the participant will not be entitled to the Prize.

These Contest Rules are effective as of 08:00:00 EST on April 1, 2025.