

Encor by EPCOR Referral Program Terms and Conditions

Encor by EPCOR Referral Program Terms and Conditions between the Participant ("you") and 1772387 Alberta Limited Partnership, by its General Partner 1772397 Alberta Ltd., ("we", "us" or "Encor")

1. Introduction:

Encor is offering the Referral Program (the "Program") as a courtesy. The Program and the Rewards are administered by Encor. These Terms and Conditions govern the Program. If you choose to participate in the Program, you represent that you have read and understood these Terms and Conditions and agree to be bound by them.

2. Term:

The Program is effective May 29, 2024. Encor reserves the right to suspend, cancel, extend the term or amend the Program and/or review and revise these terms and conditions at any time without giving prior notice and by continuing to participate in the Program subsequent to any revision of these Terms and Conditions, you shall be deemed to have agreed to any such new or amended terms.

3. Participants:

There are two types of participants:

- i. Referrers: persons who have an Encor account which is in good standing and wish to refer a **friend or family member** to the Program.
- ii. Referees: new customers who sign up for a natural gas services and/or electricity services with Encor through the unique email with a button/link provided by the Referrer (the "Referral Email").

4. Referrers:

To become a Referrer, you must be a current Encor by EPCOR customer with an active energy plan. Encor will select current customers to receive unique referral program emails for Referrers to forward to their friends and family to sign up. Upon receiving the Referral Email, you will be able to become a Referrer. Referrers have the ability to forward the Referral Email to friends and family who do not already have a customer account with Encor, which will initiate the referral process.

5. Referees:

In order to qualify for the Program, a Referee must: (a) sign up via the link provided in the Referral Email when opening up a new account to receive natural gas services and/or electricity services from Encor, and (b) maintain the new account in good standing for a minimum period of thirty (30) consecutive days (a "Qualifying Purchase"). The confirmation of a Qualifying Purchase will be made at Encor's sole and absolute discretion. Please be advised that Encor is unable to confirm the Referee's account status with the Referrer.

6. Reward:

The Referee will receive a bill credit in the amount of \$50.00 CND, which will be reflected on their second bill statement for energy service.

Within the same timeframe, being approximately 30-60 days after the Qualifying Purchase, the Referrer will receive a Virtual Mastercard[®] Prepaid Card in the amount of \$50.00 CND via their email address (the "Reward"). The terms of the Mastercard digital gift card apply. Encor shall have no liability for the use of the Reward. The Reward cannot be transferred to any other person, exchanged for cash, or combined with other programs or incentives.

7. No Maximum Number of Rewards

There is no maximum number of Rewards that a Referrer may receive for Qualifying Purchases.

8. Disqualification:

Any Referrers or Referees suspected of fraud or violating these Terms and Conditions will be disqualified. Encor may suspend or terminate your ability to participate in the program at any time for any reason.

9. Making Referrals:

You agree to comply with Canada's Anti-Spam Legislation, including all consent, identification and unsubscribe requirements, as applicable, and applicable privacy legislation when participating in the Program. You are prohibited from sending out "spam" messages with referral links or invitations, including through mass emailing, electronic messaging, or via text message, or from using automated tools to do any of the foregoing. You may not pay to advertise your referral link or use the referral link for commercial purposes. You cannot sell or transfer your referral link. Any sharing of the link through social media websites must be done in accordance with the terms of service of the applicable platform.

10. Privacy:

All participants consent to the collection, use, retention and disclosure of their personal information (if any) by Encor for the purposes of confirming eligibility for, and otherwise administering the Program. Encor uses one or more third party service providers to assist in administering the Program. These service providers may be located in jurisdictions outside Alberta or Canada. As a result, your personal information (if any) may be accessible to regulatory authorities in accordance with the laws of such third party's jurisdiction. You consent to the collection, use, retention and disclosure of your personal information as set out above and in accordance with the terms of Encor's privacy policy, which may be amended from time to time and can be viewed at

<u>https://www.epcor.com/Documents/PrivacyPolicy.pdf</u>. If you have any questions or concerns about how your information is protected, you may contact our Privacy Office as detailed in the privacy policy.

Customers are free to purchase natural gas services or electricity services from a retailer of their choice. For a list of retailers, visit ucahelps.alberta.ca or call 310-4822 (toll free in Alberta).