



# Official Rules for Encor's January VIP \$500 VISA Gift Card Giveaway Contest

by Encor by EPCOR

- Eligible participants can enter by becoming an Encor by EPCOR customer (on any energy plan combination) between January 7, 2019 at 08:00:00 MST and January 16, 2019 at 23:59:59 MST. All current customers (as of January 16, 2019 at 23:59:59 MST) will be automatically entered unless he or she expressly communicates to Encor his or her desire to not participate. Review of all contest submissions is a manual process that will happen once the contest period has closed. Review of all contest submissions is a manual process that will happen once the contest period has closed.
- The winner will be selected by a random draw.
- Entries are limited to one per participant, unless a customer enters their full name, email address and account number on the submission form to gain one (1) additional entry, for a possible of two total entries per customer's total.
- Odds of winning depend on the number of eligible entries.
- Encor will award one (1) prize of a \$500 prepaid VISA gift card. The prize has a retail value of \$500.00 (CDN) and will be mailed to the winner's home address. See below for further details.
- No purchase is necessary to enter. An entry may also be made by the submission of a 100-word essay. Essay winners will receive one (1) entry into the contest draw. Please see below for details.
- Entrants must be 18 years or older and a resident of Canada, except Quebec. This contest is void elsewhere and where prohibited.
- The selected winner may be announced on Encor's Facebook page and/or Twitter.
- 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 (a) the terms and conditions set out in these Official Rules, and (b) the decisions of EPCOR Utilities Inc. (“EPCOR”) and 1772387 Alberta Limited Partnership, operating as Encor by EPCOR (“Encor”), with respect to all aspects of the Contest, which decisions will be final and binding.

(b) Encor, in its sole discretion, reserves the right to disqualify any person it finds to be in violation of the Contest’s Official Rules.

## 2. Contest Period

The Contest starts at 08:00:00 MST on January 7, 2019 and closes at 23:59:59 MST on January 16, 2019 (the “Contest Period”).

## 3. Entry

(a) A valid entry consists of any customer having an active Encor energy plan with any contract duration, site, commodity and located in Alberta OR by mailing (by email) a 100 word essay on how much he or she would use the gift card and submit it to Encor at [encor@epcor.com](mailto:encor@epcor.com). Essay entrants need not have an energy plan with Encor. There is no limit to contract duration past the contest period date of January 16, 2019. All current Encor customers as of 23:59:59 MST on January 16, 2019 are automatically entered into the contest, unless he or she expressly communicates to Encor his or her desire to not participate. Encor, in its sole discretion, will determine whether or not a valid submission meets the requirements for a valid entry. One additional entry per customer may be added to the draw when an Encor customer completes the form on the page listed in 3(h) by January 16, 2019 at 23:59:59 MST.

(b) Review of all Contest submissions is a manual process that will be conducted in Encor’s sole discretion, once the Contest Period has closed.

(c) Encor will determine, in its sole discretion but acting reasonably, whether a customer and/or his or her energy plan or an entrant and his or her essay 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 Encor acting reasonably, the participant may, at Encor’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 Encor, acting reasonably, the participant may, at Encor’s option, no longer be eligible for entry.

(d) Essay entries must include the participant’s full name, address, postal code, email address and phone number.

(e) An entry will be disqualified if his or her plan is (i) a commercial plan, or (ii) fails to comply with or is determined to be or involve, in Encor’s sole discretion, an attempt to circumvent the terms and conditions of these Official Rules, or (iii) fails to comply Encor’s terms and conditions.

(f) Entries will be limited to one per participant (or two with additional entry), regardless of how many sites they have enrolled on their respective energy plans. Only one essay submitted by a participant will be considered a valid entry. There is no limit to the number of participants.

(g) Encor does not accept Contest entries by phone, fax, courier, or email, or Facebook direct/private messages or any other method. If a participant, in Encor'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.

(h) Customers can gain up to one (1) additional entry into the draw when they submit their full name, account number and email address on the contest form located on this webpage: <https://www.epcor.com/products-services/encor/Pages/encor-perks.aspx> . This form is not eligible for essay entrants, but only for existing Encor by EPCOR customers.

#### **4. Eligibility**

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

- (a) A resident of Canada, but excluding residents of Quebec;
- (b) If an Encor customer, a residential Encor customer;
- (c) At least eighteen (18) years of age;
- (d) A current Encor customer OR submits an essay at least 100 words in length how he or she would use the gift card;
- (e) An individual (not a corporation, municipality, partnership, society, or other non-natural entity); and
- (f) In compliance with these Official Rules.

#### **Prize**

- (a) Encor will award one (1) prize of a prepaid VISA gift card of \$500. The prize has a retail value of \$500.00 (CDN) which can be used at specified VISA accepted locations across Canada.
- (b) Odds of winning depend on the number of eligible entries.
- (c) The prize will be administered only by Encor in accordance with these Official Rules, and where these Official Rules are deficient, ambiguous, vague, or contradictory, Encor will determine such matter in its own discretion. If, in the sole opinion of Encor, the prize may not be granted for an unexpected reason or some reason outside the control of Encor, Encor 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, Encor 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, Encor 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.

## **5. Prize Winner**

(a) Encor will endeavour to select the winner within three (3) business days of the end of the Contest Period, 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, Encor will contact the participant identified and associated with the selected entry by a direct (private) Facebook message. Only three attempts will be made, over a three 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 Encor 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 Encor's opinion and discretion, he or she will thereby forfeit the prize with no further recourse against Encor, 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 his or her mailing address and other details pertaining to the contest and the prize. Details include but are not limited to, shipping instructions, delivery details, contact information, eligibility validation (including birthdate), and general questions. Encor 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 he or she will provide accurate and truthful information to Encor, and agrees that Encor may use means it deems necessary to confirm information provided.

(d) Upon Encor'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 prize will be mailed to the winner's home address. Encor will mail the prize within a reasonable time after the winner is determined, but does not guarantee any timeframe in which the prize will be delivered. Encor will not be responsible for delays or errors in postage.

(f) The winner may be announced on Encor's Twitter and/or Facebook page(s).

(g) The winner may refuse the prize, in which case Encor will not be required to award the prize to that winner.

## **6. Liability Limitation**

Each participant agrees that Encor shall not be liable to him or her or his or her 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 Encor, or (ii) by reason of any other event over which Encor has no control. In all other circumstances, Encor'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.

## **7. Indemnity**

Each participant hereby agrees to indemnify and hold harmless Encor 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.

## **8. Disclaimer of Warranty**

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

Encor will not be responsible for the inability to use the prize or the refusal of VISA or any vendor to accept the prize. However, in the event the prize is defective or does not meet the value as represented, then Encor will re-issue the same or similar prize of a value which was unable to be used by the winner. In such case, Encor will require confirmation, to Encor's sole satisfaction, that the prize was otherwise unused, of the defectiveness or value discrepancy directly from VISA, or other evidence deemed relevant by Encor, as the case may be.

## **9. Contest Irregularities**

Encor 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, Encor may cancel, terminate, modify or suspend the Contest. Each participant further agrees to release Encor from any liability resulting from, or related to, participation in the Contest or the awarding or use of any prize. Encor reserves the right to terminate or withdraw this Contest at any time.

## **10. Publicity**

Except where prohibited by law or regulation, by submitting an entry and accepting the prize, the winner grants Encor (and its nominees) a perpetual, worldwide, royalty-free license to use his/her 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 Encor (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 him or herself reasonably available for an opportunity to have photographs taken of him or her. Each winner also agrees that Encor may publish his or her name, city and province of residence as being the winner of the Contest.

For information about EPCOR's (and Encor's) privacy practices, read EPCOR's Privacy Policy.

## **11. 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.

## **12. Changes to the Contest**

Encor 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 Encor, and without prior notice.

## **13. Entries**

All entries become the property of Encor. The receipt of any entry will not be acknowledged and no entry will be returned. Each participant represents that he or she owns or has 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 Encor.

## **14. 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 Encor in connection with the Contest shall be governed by, construed and interpreted in accordance with the laws of Alberta, without giving effect to any choice of law or conflict of laws rules or provisions. Each of Encor and all participants hereby agree to attorney to the jurisdiction of the courts of Alberta, sitting in the City of Edmonton (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.

## **15. 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.

## **16. 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 Encor makes no

representation or warranty about them and specifically disclaims any which may otherwise arise under law.

These Contest Rules are effective as of 10:59:59 MST on January 7, 2019.