



Official Rules for Encor's Smart Start Set Giveaway

by Encor by EPCOR

Encor – Smart Start Set Giveaway by Encor by EPCOR

Win a Smart Start Set from Encor this Fall! Enter your name and email on our contest page before the end of the contest period to be eligible!

- No purchase is necessary to enter.
- Eligible participants can enter by submitting their name and email address on the contest page during the contest period. Contest page: <https://www.epcor.com/products-services/encor/Pages/win-a-smart-start-set-from-encor.aspx>
- The winner will be selected by a random draw and must correctly answer a skill-testing question.
- Entries are limited to one per participant.
- Odds of winning are contingent upon the number of eligible entries received.
- Encor will award the following which is all part of the Smart Start Set:
 - One (1) Google Nest WiFi Smart Learning Thermostat 3rd Generation – Stainless Steel. Retailed at \$329.99 MSRP
 - One (1) Google Nest Mini 2nd Generation - Charcoal. Retailed at \$69.99 MSRP
 - One (1) Philips HUE A19 Smart LED Starter Kit – White. Retailed at \$79.99 MSRP
 - One (1) TP-Link Kasa Smart WiFi Plug Lite 2-Pack. Retailed at \$24.99 MSRP
- An entry may also be made by the submission of a 50-word essay. Please see below for details.
- Entrants must be 18 years or older and be a resident of Canada, except Quebec.
- The winner may be announced on Encor's Facebook page and/or Twitter.

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 10:00:00 MDT on September 21, 2020 and closes at 23:59:59 MDT on September 28, 2020 (the “Contest Period”).

3. Entry

(a) An eligible participant can enter by filling out the brief submission form found on the contest page (<https://www.epcor.com/products-services/encor/Pages/win-a-smart-start-set-from-encor.aspx>). Entrants who chose this entry option will be required to fill out the following information on the submission to be eligible for the contest draw:

- i. Full First and Last Names
- ii. Email Address

(b) Review of all 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 the submission meets the requirements for entry and will be considered a valid 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) A valid entry consists of one form submission (consisting of name and email address) or one essay submission during the Contest Period. Participants who enter a submission during the Contest Period will be automatically entered in the Contest, unless he or she expressly communicates to Encor his or her desire to not participate. Essay entries must include the participant’s full name and e-mail address. An essay entry must be fifty (50) words in length minimum and be submitted to the Encor by EPCOR email; encor@epcor.com. The essay should describe how the participant will be using the smart start set in their home this year. The essay must be submitted within the Contest Period in order to constitute a valid entry.

(e) 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 Encor’s sole discretion, an attempt to circumvent the terms and conditions of these Official Rules.

(f) Entries will be limited to one per participant. There is no limit to the number of participants. If one person submits multiple submissions, then such submissions will be considered one entry.

(g) Entries will be counted towards the prize period and contest period during the time they are entered, meaning a participant will need to be entered on during additional contest periods to be entered for all the prizes.

(h) Encor does not accept Contest entries by phone, fax, courier, or Facebook direct/private messages. 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.

4. Eligibility

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

(a) A resident of Canada, except Quebec;

(b) At least eighteen (18) years of age;

(c) An individual (not a corporation, municipality, partnership, society, or other non-natural entity); and

(d) In compliance with these Official Rules.

5. Prize

(a) Encor will award the following:

- One (1) Google Nest WiFi Smart Learning Thermostat 3rd Generation – Stainless Steel. Retailed at \$329.99 MSRP
- One (1) Google Nest Mini 2nd Generation - Charcoal. Retailed at \$69.99 MSRP
- One (1) Philips HUE A19 Smart LED Starter Kit – White. Retailed at \$79.99 MSRP
- One (1) TP-Link Kasa Smart WiFi Plug Lite 2-Pack. Retailed at \$24.99 MSRP

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

(c) Each 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) Each 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. Unless otherwise stated in these Official Rules, the winner will not be entitled to cash or any other compensation in lieu of the prize.

(e) Each prize will be delivered to the mailing address OR electronically to their email address provided by the winner(s).

6. 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 his or her email address. 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 any additional information needed pertaining to the contest and the prize. Details include but are not limited to, 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 delivered to the winner's address within fourteen (14) business days of contacting the winner.

(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.

(h) 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.

7. 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, (ii) as a result of the acceptance, use, misuse, or malfunction of any prize, or (iii) 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. Encor 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 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.

9. 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.

10. 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.

11. 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: <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

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.

14. 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.

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 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 attorn 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.

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 Encor 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 he or she assumes all risks associated with acceptance and use of the prize. These forms must be returned, properly executed, within 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 Encor’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 06:00:00 MDT on September 21, 2020.



Declaration Consent and Release Form

by Encor by EPCOR for Smart Start Set Giveaway

Congratulations on winning a Smart Start Set from Encor by EPCOR!

To claim your prize, please clearly complete the following Declaration Consent and Release Form. Please review this form carefully and, if necessary, obtain independent legal advice to understand this form. By signing and returning this form, you are waiving legal rights, including the right to sue.

I, as identified by the following information,

Name: _____
Last Name First Name Middle Initial

Date of Birth: _____
(dd – mm – year)

Mailing Address: _____
Street Address Apt./Suite No.
Municipality (City) Province Postal Code

Contact Information: _____
Preferred Telephone No. Email Address

do hereby voluntarily provide the information in this form on the understanding that the information and statements in it will be relied upon to determine my eligibility to receive a prize in the Encor – Smart Start Set Giveaway (the "Contest"). The information in this form is true and accurate to the best of my belief and knowledge. If any statement made by me in this form is false, then I agree to forfeit and return the prize to Encor.

I have read, fully complied with and will continue to fully comply with the Official Rules (the "Rules") attached to this form. At the time I entered the Contest, I was at least the age required by the Rules and resident where required by the Rules.

I agree to accept the prize which will be awarded to me – namely:

- One (1) Google Nest WiFi Smart Learning Thermostat 3rd Generation – Stainless Steel. Retailed at \$329.99 MSRP
- One (1) Google Nest Mini 2nd Generation - Charcoal. Retailed at \$69.99 MSRP

- One (1) Philips HUE A19 Smart LED Starter Kit – White. Retailed at \$79.99 MSRP
- One (1) TP-Link Kasa Smart WiFi Plug Lite 2-Pack. Retailed at \$24.99 MSRP\

In consideration of the prize which will be awarded to me, which I acknowledge is good, valuable and sufficient consideration:

1. I hereby agree to be solely responsible for any costs, fees and expenses relating to my acceptance, possession, use or misuse of the prize;
2. I hereby agree to fully and forever discharge and release, jointly and severally, Encor by EPCOR, its affiliated companies, its advertising and promotional agencies and each of their respective directors, officers, owners, partners, employees, agents, dealers, representatives, successors and assigns (collectively, the "Released Parties") from any and all claims, demands, actions, suits, losses, expenses, costs and liabilities of any nature whatsoever for any injuries, losses or damages of any nature whatsoever, including personal injury, death, damage to or loss of property, or economic loss, which I, my heirs, executors, administrators, personal representatives or assigns, had, now have or may hereafter have against any of the Released Parties arising out of or in connection with, wholly or partly, directly or indirectly, participation in the Contest, any breach of the Rules, or acceptance, possession, or use or misuse of the prize;
3. I hereby agree to indemnify and hold harmless the Released Parties from any and all claims, demands, actions, suits, losses, expenses, costs (including legal fees on a solicitor-client full-indemnity basis) and liabilities of any nature whatsoever that may be asserted against or incurred by the Released Parties arising out of or in connection with, wholly or partly, directly or indirectly, from my participation in the Contest, any breach of the Rules or acceptance, possession, or use or misuse of the prize;
4. I hereby acknowledge and agree that the Released Parties have not made any warranty, guarantee or representation of any kind, implied or express, regarding the prize, which I accept "as is" and "with all faults". Further, I hereby acknowledge and agree that the Released Parties are not acting as the manufacturer or distributor of the prize and that I must look exclusively to the manufacturers or distributors of the prize, and not to the Released Parties, with respect to any warranty or guarantee of the prize or with respect to any and all claims, demands, actions, suits, losses, expenses, costs and liabilities whatsoever arising out of or in connection with, wholly or partly, directly or indirectly, from my possession, or use or misuse of the prize;
5. I hereby agree to, and authorize the Released Parties to, collect, use and disclose my name and community of residence for the purposes of any publicity carried out by the Released Parties in connection with the Contest in any manner whatsoever, including but not limited to, print, broadcast, or publication on the Internet or social media, without compensation, notice, inspection, permission or other liability to me or my heirs, executors, administrators, personal representatives, or assigns; and
6. I hereby acknowledge and agree that I have read, fully understand and voluntarily bind myself, my heirs, executors, administrators, personal representatives and assigns to the Rules and the provisions of this form, and that I have had the opportunity to receive independent legal advice about the Rules and this form and have done so or have voluntarily chosen not to do so.

Date: _____



Name of participant (please print)

Participant signature

Skill Testing Question

by Encor by EPCOR for the Smart Start Set Giveaway

What is the answer to Step Four?

Step One: Multiply 88×2 .

Step Two: Add 40 to the answer from Step One.

Step Three: Divide the answer from Step Two by 12.

Step Four: Subtract 11 from the answer from Step Three.

My answer is: _____.

I, _____, have answered the above mathematical skill-testing question without any electronic or other personal aid.

Date: _____

Signature of Potential Winner of the Prize: _____

Adult witness – signature

Adult witness – print name