



Official Rules for EPCOR Customer Appreciation Contest

by EPCOR Natural Gas Limited Partnership

EPCOR Customer Appreciation Contest

EPCOR customers who are signed up and are eligible this year to receive natural gas service in specified South Bruce areas have a chance to win a natural gas appliance of their choice, valued at \$1,500! The contest will run from February 1 to March 25, 2021 and winners will be chosen bi-weekly. The earlier you enter the contest, the higher your chances of winning: your ballots stay in the draw for each week of the contest!

- No purchase is necessary to enter.
- Open to EPCOR customers who (a) have signed up for and are eligible to receive natural gas services in 2021, and (b) are a homeowner in the communities of Paisley, Chesley, or Ripley; the community of Lucknow with properties north of Canning Street; or the communities of Lurgan Beach and Point Clark with properties north of Ashfield Huron Road and south of Concession 10. Residents of Quebec are not eligible to participate in this contest.
- Eligible customers can enter the contest anytime between 11:59 pm EDT on February 1, 2021 and 11:59 pm EDT on March 25, 2021 by visiting <https://www.epcor.com/SouthernBruceContest> and by filling out the contest form.
- Eligible customers can also enter the contest by visiting the Kincardine EPCOR office and filling out a paper form.
- One contest entry per residence (address).
- Eligible customers who enter the contest earlier have a higher chance of winning, as ballots stay in the draw for each week of the contest.
- Eligible customers will receive one ballot into the contest and may receive two extra ballots for agreeing to put a lawn sign on their front yard.

- EPCOR will randomly award one (1) prize every two weeks for the eight-week (8) duration of the contest, by random draw. Winners will be chosen bi-weekly on Fridays: February 12, February 26, March 12, and March 26, 2021, for a total of four (4) prize draws. EPCOR will notify the winner by email or phone within fifteen (15) business days after the prize draw date and will administer a skill testing question before awarding a prize. The prize will be a gas appliance. The winner can choose their prize from a list of gas appliances provided by B & W Appliances, which will include the following: Whirlpool Gas Stove (Free Standing) in white, black, stainless steel or black stainless steel (MSRP \$1649.99-\$1799.99, depending on color, Model # WFG775H0H), and a Maytag Gas Dryer (Front Load) in white or chrome shadow (MSRP \$1,499.99, Model # MGD8630H). The approximate retail value of each prize is \$1,500. The retailer is responsible for the delivery of the prize within 6 weeks after the winner is notified, subject to any unforeseeable events or delays, including but not limited to restrictions or delays that may arise from the COVID-19 pandemic. EPCOR will assist in coordinating delivery in accordance with a prior arrangement made with the retailer. The prize does not include any gas line renovations, hook ups inside the home, or special ventilation required for the gas appliance.
- Entrants must be 18 years or older.
- The selected winner may be announced on EPCOR's website, Facebook page and/or Twitter.
- All information collected for this contest will be used for the purposes of the contest and nothing else.

1. General

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

2. Contest Period

The Contest starts at 11:59 pm EDT on February 1, 2021, and closes at 11:59 pm EDT on March 25, 2021 (the “Contest Period”).

3. Entry

- (a) No Purchase is necessary to enter the Contest or win a prize.
- (b) An eligible participant may enter the contest by visiting <https://www.epcor.com/SouthernBruceContest> and following the registration steps. Entrants must provide their full name, address, postal code, and email address.
- (c) Each eligible participant will receive one ballot for filling out the contest form and may receive two extra ballots for agreeing to put a lawn sign on their front yard. In order to be eligible for the extra ballots, the entrant must confirm that they agree to allow EPCOR to put a sign on their front yard.
- (d) EPCOR does not accept Contest entries by phone, fax, courier, mail or email.
- (e) EPCOR will determine, in its sole discretion but acting reasonably, whether the submission meets the requirements for entry and will be considered a valid entry. 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 EPCOR’s sole discretion, an attempt to circumvent the terms and conditions of these Official Rules.

4. Eligibility

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

- (a) A homeowner in the communities of Paisley, Chesley, or Ripley; the community of Lucknow with properties north of Canning Street; or the communities of Lurgan Beach and Point Clark with property north of Ashfield Huron Road and south of Concession 10. Residents of Quebec are not eligible to participate in this contest;
- (b) At least 18 years of age; and
- (c) A customer of EPCOR who (a) has completed the natural gas application form at <https://www.epcor.com/products-services/natural-gas/Pages/apply-for-gas-service.aspx> or

has visited the Kincardine EPCOR office (825 Lake Range Drive) and filled out a paper form and (b) is eligible to receive natural gas services in 2021.

Residents of Quebec are not eligible to participate in this contest. Employees and directors of EPCOR or any of its affiliates and members of their immediate families, and those with whom they reside, are not eligible to participate. "Members of their immediate family" means mother, father, sister, brother, son, daughter, married or common law spouses, regardless of where they reside. Groups, clubs, organizations, businesses and commercial and non-commercial entities are not eligible to participate.

5. **Prize[s]**

EPCOR will award one (1) prize every two weeks during the Contest Period, by random draw. Winners will be chosen bi-weekly on Fridays: February 12, February 26, March 12, and March 26, 2021, for a total of four (4) prize draws. Winners will be chosen from ballots received up to 11:59 EDT the day before the draw. Winners will be announced within fifteen (15) business days after the prize draw days. If there are no eligible entrants during the first draw of the Contest (February 12, 2021), two winners will be randomly drawn during the second draw of the Contest (February 26, 2021). If there are no eligible entrants during the first two weeks of the Contest, three winners will be randomly drawn during the third week of the Contest.

The prize will be a gas appliance. The winner can choose their prize from a list of gas appliances provided by B & W Appliances, which includes the following: Whirlpool Gas Stove (Free Standing) in white, black, stainless steel or black stainless steel (MSRP \$1649.99-\$1799.99, depending on color, Model # WFG775H0H), and a Maytag Gas Dryer (Front Load) in white or chrome shadow (MSRP \$1,499.99, Model # MGD8630H). The specific type or brand of natural gas appliance awarded from the pre-approved list will depend on the winner's preference. The approximate retail value of each prize is \$1,500. EPCOR will contact the winner by phone or email and will administer the skill testing question prior to awarding a prize. The retailer (B & W Appliances) is responsible for the delivery of the prize within six (6) weeks after the Winner is notified, subject to any unforeseeable events or delays, including but not limited to restrictions or delays that may arise from the COVID-19 pandemic. EPCOR will assist in coordinating delivery in accordance with a prior arrangement made with the retailer. . The prize does not include any gas line renovations, hook ups inside the home, or special ventilation required for the gas appliance.

6. **Prize Winner**

- (a) Participants who enter the contest earlier have a higher chance of winning a prize, as their ballots stay in the draw for each week of the contest.
- (b) EPCOR will contact the participant identified on the selected entry by phone and/or email at the phone number and/or email address set out on the entry. Only three attempts will be made, each on a different day. If direct contact is not made with the selected participant for any reason within forty-eight (48) hours of the last attempt, or the selected participant is unwilling or unable to comply with these Official Rules, they will thereby forfeit the Prize and another participant's entry will be selected.

- (c) The selected participant must correctly answer, unaided, a mathematical skill-testing question. The selected participant must complete, sign and return a “Skill Testing Question Form” to meet this skill testing requirement.
- (d) 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. All required forms must be returned, properly executed, within fourteen (14) days of notification of the winner, otherwise the participant will not be entitled to the Prize.
- (e) Upon receipt of the properly executed forms and EPCOR's verification that the selected participant is in compliance with all of the Official Rules, the selected participant will be declared the winner (the “Winner”). Otherwise the participant will not be entitled to the Prize.
- (f) The Winner may refuse the Prize, in which case EPCOR will not be required to award the Prize, or grant any substitute or value for the Prize, to the Winner or any other participant.

7. Liability Limitation

Each participant agrees that EPCOR shall not be liable to them 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 EPCOR, or (ii) by reason of any other event over which EPCOR has no control. In all other circumstances, EPCOR's total maximum liability to any participant shall be equal to the value of the Prize divided by the total number of eligible entries received.

8. Indemnity

Each participant hereby agrees to indemnify and hold harmless EPCOR 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

EPCOR makes no warranty, guarantee or representation of any kind concerning the Prize and disclaims any implied warranty.

10. Contest Irregularities

EPCOR is not responsible for late, lost, incomplete, irregular, or misdirected entries, email 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, EPCOR may cancel, terminate, modify or suspend the Contest. Each participant further agrees to release EPCOR from any liability resulting from, or related to, participation in the Contest or the awarding or use of any Prize. EPCOR reserves the right to terminate or withdraw this Contest at any time.

11. Publicity

Except where prohibited by law or regulation, including the privacy protection requirements of the *Personal Information Protection and Electronic Documents Act*, by submitting an entry and accepting the Prize, each participant grants EPCOR (and its nominees) a perpetual, worldwide, royalty-free license to use their name, photograph, voice, likeness and the whole or any part of any statement or statements they have made or make concerning the Contest or the Prize, for EPCOR (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. The Winner agrees to make themselves reasonably available for an opportunity to have their photograph taken. The Winner also agrees that EPCOR may publish their name, city and province of residence as being the Winner of the Contest.

For information about EPCOR's privacy practices, read [EPCOR's Privacy Policy](#).

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

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

14. Entries

All entries become the property of EPCOR. 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 EPCOR.

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 EPCOR 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 EPCOR and all participants hereby agree to attorn to the jurisdiction of the courts of Ontario (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 the Declaration Consent and Release Form, both will apply to the extent possible.

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 EPCOR makes no representation or warranty about them and specifically disclaims any which may otherwise arise under law.

These Contest Rules are effective as of 11:59 pm EDT on February 1, 2021.



Declaration Consent and Release Form

by EPCOR Natural Gas Limited Partnership, by its general partner EPCOR Ontario Utilities Inc., (EPCOR) for EPCOR Customer Appreciation Contest

Congratulations on winning the [prize description]!

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 EPCOR Customer Appreciation Contest (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 EPCOR.

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, resident where required by the Rules, and neither I nor any person in my household was an employee of EPCOR.

I agree to accept the Prize which will be awarded to me – namely, [natural gas appliance prize description] I acknowledge that the award of the Prize may be subject to the right of EPCOR to substitute the Prize, in its sole discretion, in accordance with the Rules.

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, EPCOR Utilities Inc., 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: _____

I am 18 years of age or older.

Name of participant (please print)

Participant signature



Skill Testing Questions

by EPCOR Natural Gas Limited Partnership, by its general partner EPCOR Ontario Utilities Inc., (EPCOR) for EPCOR Customer Appreciation Contest

What is the answer to Step Four?

Step One: Multiply 75×2 .

Step Two: Add 38 to the answer from Step One.

Step Three: Divide the answer from Step Two by 4.

Step Four: Subtract 22 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: _____

Adult witness – signature

Signature of the potential Winner of the Prize

Adult witness – print name