



## **Encor by EPCOR Rate Campaign Incentive Terms and Conditions**

**Encor by EPCOR Rate Campaign Incentive Terms and Conditions between the Participant (“you”) and 1772387 Alberta Limited Partnership, by its General Partner 1772397 Alberta Ltd., (“we”, “us” or “Encor”) (collectively, the “Terms and Conditions”)**

### **1. Introduction:**

Encor is offering the Low Down Rate Campaign Incentive (the “**Promotion**”) as a courtesy. The Promotion is administered by Encor and governed by these Terms and Conditions. If you choose to participate in the promotion, you represent that you have read and understood these Terms and Conditions and agree to be bound by them.

### **2. Promotion Period:**

The promotion period starts at 0:00:00 MST on May 15, 2024 and closes at 23:59:59 MST on July 5, 2024 (the “**Promotion Period**”). Encor reserves the right to suspend, cancel, extend the term or amend the Promotion and/or review and revise these Terms and Conditions at any time without giving prior notice and by continuing to participate in the Promotion subsequent to any revision of these Terms and Conditions, you shall be deemed to have agreed to any such new or amended terms.

### **3. Eligibility**

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

- a) a brand new Encor Energy Plan account holder signing up for electricity, or both natural gas and electricity prior to the end of the Promotion period and must be either a residential or small business customer (excludes a mid-market customer defined as a customer who consumes more than 250,000 kWh of electricity annually and more than 2,500 GJ of gas annually. The customer must have never previously had an account with Encor.
- b) an individual (not a corporation, municipality, partnership, society, or other non-natural entity);
- c) an Alberta resident;
- d) at least eighteen (18) years of age; and,
- e) In compliance with these Terms and Conditions.

### **4. Promotion Details:**

The Promotion is for eligible customers who sign up for electricity or both electricity services and natural gas services.

### **5. Qualification Criteria:**

To qualify for the Promotion, customers must meet the following criteria:

- a) Phone Sign-Up:

Brand new customers must sign up over the phone with an Encor by EPCOR call centre agent. The customer can provide the promotional information to the call centre agent, letting them know they saw there was an offer and would like to know if they are eligible for it, or the Agent may inform the customer about the Promotion and apply the code for them should the customer wish to receive the Promotion.

b) Maintain Good Standing:

Customers must maintain their new account in good standing for a minimum period of ninety (90) consecutive days, constituting a "**Qualifying Purchase.**"

6. **Reward:**

- a) New customers who sign up for electricity or both electricity and natural gas will receive a bill credit in the amount of \$60.00 CAD, which will be reflected on their bill statement for energy service (the "**Reward**").
- b) The Reward cannot be transferred to any other person, exchanged for cash, or combined with other programs, promotions or incentives.
- c) The Promotion cannot be combined with any other offers or promotions unless expressly stated.

7. **Confirmation of Qualifying Purchase:**

The confirmation of a Qualifying Purchase will be made at Encor's sole and absolute discretion.

8. **Disqualification:**

Any customers suspected of fraud or violating these Terms and Conditions will be disqualified. Encor may suspend or terminate your ability to participate in the Promotion at any time and for any reason at Encor's sole discretion.

9. **Indemnity**

Each customer 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 customer's acceptance, possession, use or misuse of the Reward, the creation or submission of a Promotion entry, participation in the Promotion, or participation in any Reward-related activity.

10. **Disclaimer of Warranty**

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

11. **General Terms:**

- a) Encor reserves the right to modify, extend, or terminate the Promotion at any time without prior notice.
- b) The \$60.00 CAD credit is non-transferable and has no cash value.
- c) Encor is not responsible for lost, stolen, misdirected, or delayed Promotions or any other issues related to the submission of promotional codes.
- d) This Promotion is governed by the laws of Alberta.

- e) Encor reserves the right to disqualify any customer found to be in violation of these Terms and Conditions.
- f) By participating in the Promotion, customers agree to be bound by these Terms and Conditions.
- g) All information collected for this Promotion will be used for the purposes of the Promotion and for no other purpose.
- h) For any inquiries or concerns regarding the Promotion, please contact Encor Customer Service.

**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](http://ucahelps.alberta.ca) or call 310-4822 (toll free in Alberta).**