



Official Rules for Encor's Customer Appreciation Free Energy for a Year Giveaway

by Encor by EPCOR

Enjoy FREE Energy for a year from Encor!

All you have to do is enter your name, account number, email and phone number on our contest entry webpage before the end of the Contest Period to be eligible!

- No purchase is necessary to enter.
- This customer appreciation contest is open to participants who meet the following criteria ("**Eligible Participants**"):
 - The participant has an active Encor Energy Plan for both natural gas and electricity prior to the end of the Contest Period;
 - The participant is a residential or business customer (excluding any 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); and,
 - The participant must be a resident of Alberta.
- Eligible Participants can enter by submitting their name, account number, phone number and email address on the contest entry webpage during the Contest Period. The Contest page can be found here: www.energyforayear.com
- The winners will be selected by a random draw and must correctly answer a skill-testing question in order to receive a prize.
- Entries are limited to one (1) per person.
- Odds of winning are contingent upon the number of eligible entries received.
- Encor will award a total of five (5) prizes consisting of:
 - Free Electricity and Natural Gas for a year on behalf of Encor by EPCOR up to a maximum of \$6,000 (including all energy usage, fees and distribution/transmission, etc.) over 12 months (the "**Prize**") for the winner; and,
 - A Prize of \$6,000 for a friend of the winner's choice, who need not be an Encor customer at the time of the Contest (the "**Friend**").
- Eligible Participants must be 18 years or older and be a resident of Canada, except Quebec.
- The winner may be announced on Encor's social media page(s).
- 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 customer appreciation 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 participant it finds to be in violation of the Contest’s Official Rules.

2. Contest Period

The Contest entry period starts at 0:00:00 MDT on October 23, 2023 and closes at 23:59:59 MDT on December 31, 2023 (the “**Contest Period**”).

3. Entry

(a) A valid entry consists of a valid application submitted on the Contest entry page prior to the end of the Contest Period. A valid application consists of an Eligible Participant’s name, account number, email address and phone number. The Contest landing page is located at www.energyforayear.com.

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

(d) Encor will determine, in its sole discretion but acting reasonably, whether a customer meets the requirements for 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.

(e) An entry will be disqualified if the Eligible Participant’s energy plan is (i) a commercial plan (i.e. over 250,000 kWh of electricity used per year or over 2,500 GJ of natural gas per year), 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 person. There is no limit to the number of participants. If one person submits multiple submissions, then such submissions will be considered one entry.

(g) Encor does not accept Contest entries by phone, fax, courier, or messages through any of its social media platforms. If an Eligible 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 and their Friend must be:

- a) An Alberta resident;
- b) At least eighteen (18) years of age;
- c) An active Encor Energy Plan account holder for both natural gas and electricity prior to the end of the Contest Period and must be either a residential or 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. However, the Friend need not be an Encor customer at the time of the Contest
- d) An individual (not a corporation, municipality, partnership, society, or other non-natural entity); and
- e) In compliance with these Official Rules.

5. Prizes

(a) Encor will award one (1) year of free Electricity and Natural Gas up to \$6,000 CDN to five (5) Encor customers, and one (1) year of free Electricity and Natural Gas up to \$6,000 CDN to five (5) of the winner's Friend's. Three (3) Prizes will be awarded to Encor customers who started services with Encor during the Contest Period. Two (2) Prizes will be awarded to Encor Customers regardless of when they started services. Five (5) Prizes will be awarded to the winner's Friends. The Winner's Friend must already have Encor services or sign up for Encor services to receive their Prize. The Prize will include all energy related charges on the customer's bill including delivery charges and administration charges. The Prize does not include payment of water, waste water, garbage collection or any other utility or administrative fee associated with these services.

(b) 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, any 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 cancel the Prize(s).

(c) 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. A Prize may not be substituted or transferred unless allowed by Encor or done in accordance with these Official Rules. If a Prize is forfeited by a selected participant, Encor will re-select a winner.

6. Prize Winners

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

(b) Encor will endeavour to select the winners within ten (10) 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.

(c) Once selected, Encor will contact the participant identified and associated with the selected entry by their phone number and/or email address on their Encor account. Only three (3) 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.

(d) 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, account information, contact information, eligibility validation (including birthdate), and general questions, as well as the same information for the winner's Friend. 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.

(e) 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

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

(g) The selected participant and their Friend 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.

(h) The Prize winner(s) may be announced on Encor's social media page(s).

7. Liability Limitation

Each participant agrees that Encor 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 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 their 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 themselves reasonably available for an opportunity to have photographs taken of them. Each winner also agrees that Encor may publish their 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(s), including the winner's Friend, 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 five (5) business 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 a winner. Otherwise the participant will not be entitled to the Prize.

These Contest Rules are effective as of 0:00:00 MDT on October 23, 2023.