ENERCARE HOME SERVICES CUSTOMER CONTEST FOR RENTAL GENERATOR CUSTOMERS - CONTEST RULES AND REGULATIONS

- 1. **SPONSOR**: The Contest sponsor is Enercare Home and Commercial Services Limited partnership (the "**Sponsor**") located at 7400 Birchmount Road, Markham, Ontario, L3R 5V4. This Contest is also administered by the Sponsor. Any questions, comments or complaints must be directed to the Sponsor.
- 2. HOW TO ENTER: No purchase necessary (see alternative method of entry below). To enter this Enercare Home Services Customer Generator Contest (the "Contest"), enter into a rental agreement to rent a generator from Enercare Home and Commercial Services Limited Partnership. Only one (1) entry per generator rental customer is allowed. Entry in this Contest constitutes acceptance of these Contest rules (the "Contest Rules").

To enter without entering into a rental agreement, please write your name, address, date of birth, e-mail address and phone number on a 3x5 index card and mail it to: Enercare Home and Commercial Services Limited Partnership, 7400 Birchmount Road, Markham, ON, L3R 5V4, Canada. Attn: Enercare Home Services Contest for Rental Generator Customers. Enercare shall not be responsible for lost, late, damaged, illegible, stolen or incomplete entries.

All entries become the property of the Sponsor, which assumes no responsibility for incomplete, lost, delayed, destroyed or misdirected entries. No entries will be returned.

- CONTEST PERIOD: The Contest starts at 12:01 a.m. ET on March 1, 2025, and ends on March 31, 2025, at 11:59 p.m. ET (the "Contest Period").
- 4. ELIGIBILITY: The Contest is only open to legal residents of the Province of Ontario who are eighteen (18) years of age or older residing within the following FSA codes (the first three digits of the postal code): K1A, K1B, K1C, K1E, K1G, K1H, K1J, K1K, K1L, K1M, K1N, K1P, K1R, K1S, K1T, K1V, K1W, K1X, , K1Y, K1Z, K2A, K2B, K1X, K2C, K2E, K2G, K2H, K2J, K2K, K2L, K2M, K2P, K2R, K2S, K2T, K2V, K2W, K4A, K4B, K4C, K4K K4M K4P K4R K6A, K6H, K6J, K6K, K6T, K6V, K7A, K7C, K0B, K0B, K0C, K0E, K0G, K0A, K7G, K7H, K7K, K7L, K7M, K7N, K7P, K7R, K7S,

K7V, K8A, K8B, K8H, K8N, K8P, K8R, K8V, K9A, K9V, K0L, K9V, K0K, K0H, K0J, K0M, K9K, K9J, K9H, K9L, L1E, L1C, L1B.. Employees or members of the immediate family of, or those domiciled with an employee of the Sponsor, its affiliated companies or promotional agencies engaged in connection with this Contest (the "Sponsor Entities") are not eligible to participate in this Contest.

5. PRIZES: There are a total of two (2) prizes available to be won during the Contest Period and each prize consists of two (2) regular season tickets to an Ottawa Senators game at Canadian Tire Centre. Location of seats to be determined at the sole discretion of the Sponsor ("Prize"). Approximate retail value of each Prize is \$700.00. The confirmed prize winners are hereafter referred to as "Winners", each a "Winner".

Each Prize will be distributed within five (5) business days after the Winner has been successfully contacted, notified and fulfilled the requirements set out herein.

Winner is not entitled to any difference between the actual value of the Prize and the approximate retail value stated herein. The Prize must be accepted by the Winner as awarded and cannot be transferred, exchanged, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsor. The Sponsor reserves the right, in its sole discretion, to substitute a prize of equal value if a Prize (or any portion thereof) cannot be awarded for any reason. The Sponsor shall not assume any liability for lost, damaged or misdirected Prizes.

- 6. **RELEASE:** In order to be eligible to win and claim their prize, all Winners must: (i) correctly answer a mathematical skill testing question unaided; (ii) comply with these Contest Rules; and (iii) complete, sign and return a standard form of acknowledgement and release ("**Release**") confirming compliance with these Contest Rules and releasing the Sponsor Entities from any liability connected to this Contest or Prize(s). If the Winner cannot fulfill all of the above, they will forfeit their prize claim and another entrant will be selected. Sponsor is not liable for any errors in the entrant's email address.
- 7. **WINNER SELECTION:** Draw for both Prizes will take place at 7400 Birchmount Road, Markham, Ontario, L3R 5V4 on April 1, 2025; where two (2) entrants will be selected by a random electronic draw from all eligible entries received during the Contest Period. The odds of being selected as a potential winner are dependent upon the number of eligible Entries received by the Sponsor during the Contest Period.

If their Entry is selected as a potential winner of a Prize, each selected entrant will be contacted by email within two (2) business days of the draw via the email address used in the rental contract or provided in respect of an entry otherwise submitted in accordance with these Contest Rules. Selected entrants must complete the Release and return it to Enercare at the address provided on the Release within two (2) business days of the date of the email, or they will forfeit their prize claim and another entrant will be selected, in the Sponsor's sole discretion, until such time as an entrant satisfies the terms set out herein. The Sponsor is not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Sponsor to receive a selected entrant's response. No communication will be entered into except with selected entrants or entrants that have sent questions or other communication to the Sponsor in addition to making an entry.

ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE CONTEST SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING ENTRY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS.

- 8. LANGUAGE DISCREPANCY. In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, and print or online advertising, the terms and conditions of the Contest Rules shall prevail.
- 9. **CONDITIONS OF ENTRY**: By participating in the Contest, the entrant accepts and agrees to be bound by the Contest Rules and the decisions of the Sponsor, which shall be final and binding in all respects.

Acceptance of a Prize constitutes permission for the Sponsor to use Winners' names, city of residence, and photograph or likeness for purposes of advertising and publicity in any and all media now or hereafter known throughout the world in perpetuity, without further compensation, notification, or permission, unless prohibited by law.

10. **PRIVACY/ USE OF PERSONAL INFORMATION:** By entering, you consent to the use of your personal information to administer, implement

- and fulfill the Contest in accordance with Enercare Inc.'s privacy policy located at: https://www.enercare.ca/privacy-policy
- 11. **TERMINATION:** All decisions of the Sponsor and the Sponsor Entities in connection with this Contest are final. The Sponsor reserves the right to change or amend the terms of this Contest or terminate it at any time, in its sole discretion without prior notice.
- 12. INTELLECTUAL PROPERTY. All intellectual property, including but not limited to trademarks, trade names, logos, designs, copyrights and any other intellectual property and trade secrets contained in any materials including without limitation print, digital and any other media are owned by the Sponsor and/or their affiliates, unless otherwise stated. All rights are reserved. Unauthorized copying or other use of such material without the express written consent of its owner is strictly prohibited.
- 13. **LIMITATION OF LIABILITY:** The Sponsor will not be liable for any failure of the website during the Contest; for any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; for the failure of any entry to be received by the Sponsor for any reason including, but not limited to, technical problems or traffic congestion on the Internet or at any website; or any combination of the above. The Sponsor will further not be liable for any injury or damage to an entrant's or other person's computer related to or resulting from participating or downloading any material relating to the Contest. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws, and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.
- 14. **DISQUALIFICATION:** The Sponsor reserves the right, in its sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest; and/or (c) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.
- 15. INDEMNIFICATION BY ENTRANT: By entering the Contest, entrant releases and holds the Sponsor harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of

any Prize, participation in the Contest, any breach of the Contest Rules, or in any Prize-related activity. The entrant agrees to fully indemnify the Sponsor from any and all claims by third parties relating to the Contest, including without limitation any claims of infringement of rights to copyright, privacy and/or personal information.

- 16. **LAW:** The Contest is subject to all applicable federal, provincial and municipal laws and regulations.
- 17. **SEVERABILITY.** If any term or condition of the Contest Rules is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Contest Rules.

OFFICIAL RULES. These Contest Rules are available online or by sending a postage paid, self-addressed envelope to Enercare Home and Commercial Services Limited Partnership, 7400 Birchmount Road, Markham, ON, L3R 5V4, Canada. Attn: Enercare Home Services Contest for Rental Generator Customers