



## **ATCOenergy “Our Comeback” Contest**

### **Official Contest Rules and Regulations**

**Before we begin, we need to let you know: Customers are free to purchase Natural Gas and Electric services from retailers of their choice. For a list of retailers, visit [ucahelps.alberta.ca](http://ucahelps.alberta.ca) or call 310-4822 (toll free in Alberta). Some offers, in whole or in part, may not be available in gas co-ops, municipally-owned utilities, and some Rural Electrification Associations.**

We love this prize – but we can’t keep it! We want to make sure everyone has a fair and equal chance to win, so these are the ground rules. Please read them carefully and remember that this contest is open to **ALBERTA RESIDENTS ONLY AND IS GOVERNED BY CANADIAN LAW.**

**1. CONTEST PERIOD:** The ATCOenergy Our Comeback Contest, which we’ll call (the “Contest”) to keep it simple, begins on Thursday, June 24, 2021 at 8:00 a.m. Mountain Standard Time (“MST”) and ends on August 5, 2021 at 11:59 p.m. MST (the “Contest Period”).

**2. CONTEST PRIZE:**

There are a total of ten (10) prizes available to be won in the Contest: One (1) Grand Prize and nine (9) Secondary Prizes (as defined in section 11). That’s a lot of prizes! How can you win one? Read on.

**3. ELIGIBILITY:** Contest is open to residents of Alberta who are eighteen (18) years of age or older at the time of entry.

**Sorry, you’re not eligible if:**

- you are under 18 years of age;
- your submission is deemed by ATCO Energy Ltd., or its affiliates to contain profane, obscene or explicit language or images.
- your primary residence is outside of Alberta.
- you are an employee, representative or agent of ATCO Energy Ltd. (the “Sponsor”), or live with one whether you are related or not, or are a distributor, associated and affiliated entities, prize supplier, advertising/promotion agency or any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Contest (collectively, the “Contest Parties”).

**4. AGREEMENT TO BE LEGALLY BOUND BY RULES:** By participating in this Contest, you are signifying your agreement that you have read and agree to be legally bound by these Official Rules and Regulations (the “Rules”).



5. **HOW TO ENTER:** NO PURCHASE NECESSARY. MAKING A PURCHASE, BECOMING AN ATCOENERGY CUSTOMER WILL NOT IN ANY WAY WHATSOEVER INCREASE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING IN THIS CONTEST. To earn an entry (each, an “Entry” and collectively the “Entries”) in the Contest, as follows:
  - a. **On Facebook:** You may submit one (1) Entry in the Contest by posting your song to Facebook and tag @ATCOenergy with the hashtag #OurComeback.
  - b. **On Instagram:** You may submit one (1) Entry in the Contest by posting your song on Instagram and tag @ATCOenergy with the hashtag #OurComeback.
  - c. To be eligible, your Entry (regardless of the method of entry) must be submitted and received in accordance with these Rules.
  
6. **ENTRY LIMIT:** There is a limit of two (2) Entries per person (One entry per each social platform indicated in Section 5). If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to: (i) obtain more than two (2) Entries (regardless of the method of entry); and/or (ii) use multiple names, identities, email addresses, any automated, macro, script, robotic, programmed or other system(s) or program(s) and/or any other means not in keeping with the Sponsor’s interpretation of the letter and spirit of the Rules to enter or otherwise participate in or to disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. The Contest Parties and each of their respective agents, related and affiliated companies, advertising and promotional agencies, counsel, marketing partners and each of their respective directors, officers, employees, shareholders, successors, sponsors, partners, licensees, subsidiaries, agents, artists, advisors, assignees, and all other associated with the administration, development and execution of the Contest (collectively, the “Released Parties”) are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, illegible, incomplete, incompatible or otherwise irregular Entries or Requests that do not conform with or satisfy any or all of the conditions of the Rules, all of which are void. An Entry may be rejected if, in the sole and absolute discretion of the Sponsor the Entry is not submitted and received in accordance with these Rules. Proof of transmission (for example, screenshots or captures) does not constitute proof of Entry or receipt of an Entry.
  
7. **VERIFICATION:** All Entries, Requests and entrants are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor, including, but not limited to, government issued photo identification): (i) for the purposes of verifying an individual’s eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry, Request and/or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the Sponsor’s interpretation of the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Contest will be the official time-keeping device(s) used by the Sponsor.
  
8. **ELIGIBLE WINNER SELECTION PROCESS (RANDOM DRAWS):** Ten (10) separate draws will take place on August 6, 2021 in Calgary, Alberta at approximately 12:00 p.m. MST (the “Selection Date”), the Sponsor, or an employee, agent or other representative of the Sponsor, will conduct a random draw from all eligible



Entries submitted and received in accordance with these Rules and select the eligible winners (“Selected Entrants”) for one (1) Grand Prize and nine (9) Secondary Prizes. If a Selected Entrant does not meet the eligibility criteria, he/she will be disqualified and will not receive a prize and another Entrant will be selected by way of a random draw from the remaining Eligible Entries. The odds of winning depend on the number of eligible Entries submitted and received in accordance with these Rules during the Contest Period.

9. **SELECTED ENTRANT NOTIFICATION PROCESS:** The Sponsor or its designated representative will make up to three (3) attempts to contact the Selected Entrant(s) within five (5) business days of the Selection Date via Direct Message in the social media platform used to earn an Entry. If the Selected Entrant(s) cannot be contacted within five (5) business days of the Selection Date, or if there is a return of any notification as undeliverable; then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select a new Selected Entrant selected by random draw among the remaining eligible Entries submitted and received in accordance with these Rules in accordance with the procedures outlined in Section 7 (in which case the foregoing provisions of this section shall apply to such newly Selected Entrant).
10. **SELECTED ENTRANT CONFIRMATION PROCESS:** NO ONE IS A PRIZE WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS HIM/HER AS THE PRIZE WINNER IN ACCORDANCE WITH THESE RULES, EVEN IF SUCH PERSON IS ANNOUNCED AS THE PRIZE WINNER OR A SELECTED ENTRANT. BEFORE BEING DECLARED AS THE CONFIRMED PRIZE WINNER, the Selected Entrant(s) will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsor, be administered online, by email or other electronic means, by telephone, or in the Sponsor’s form of declaration and release); and (b) sign and return within five (5) business days of notification the Sponsor’s declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Prize (as awarded); (iii) releases the Released Parties from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the applicable Prize or any portion thereof (including, but not limited to, participation in any Prize-related activities); and (iv) agrees to the publication, reproduction and/or other use of his/her name, address, postal code, telephone number, social media handle(s), voice, comments and image, whether on videotape, photograph or any other means without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner or medium whatsoever, including print, broadcast or the Internet. If the Selected Entrant: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time; (c) cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select a new Selected Entrant from among the remaining eligible Entries submitted and received in accordance with these Rules in accordance with the procedures outlined in Section 7 (in which case the foregoing provisions of this section shall apply to such new Selected Entrant).
11. **THE PRIZE:** There are a total of ten (10) prizes available to be won as follows: One (1) Grand Prize of \$500 and comprehensive 2-day recording package at OCL Studios provided by ATCOenergy and Prophets of Music (estimated value \$1,700 CAD); and nine (9) Secondary Prizes of \$500 provided by ATCOenergy.



- i. **The Grand Prize:** The Grand Prize is provided by ATCOenergy and Prophets of Music.

Without limiting the generality of the foregoing, the following conditions apply to the Grand Prize: (i) the Grand Prize must be accepted as awarded and is not transferable, assignable and/or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion); (ii) no substitutions exist except at Sponsor's option; (iii) the costs of everything not expressly and specifically stated above as included in the Grand Prize are the sole and absolute responsibility of the confirmed Grand Prize Winner; (iv) if the confirmed Grand Prize Winner does not utilize any part(s) of the Prize, then any such part(s) not utilized may, in the sole and absolute discretion of the Sponsor, be forfeited in their entirety and, if forfeited, nothing will be substituted in their place; (v) all arrangements relating to the Grand Prize must be made through the Sponsor or its designated agents; and (vii) by accepting the Grand Prize, the confirmed Grand Prize Winner agrees to waive all manner of action, cause of action, claim or demand, loss or injury, use or misuse of a prize or any travel related thereto, and the use of Entries by the Sponsor, suit, debt, covenant, contract, including legal fees and expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract and fundamental breach, failure of any third-party contractor or supplier used in connection with any aspect of the Contest to perform or deliver energy or related services, any act of God or any other event beyond the Released Parties' control, any dissatisfaction of any kind by a Grand Prize Winner with any aspect of the Contest or any Grand Prize, against the Released Parties if the Grand Prize or a component thereof does not prove satisfactory, either in whole or in part. **ALL DECISIONS OF THE SPONSOR REGARDING THE PRIZE WILL BE FINAL AND BINDING WITHOUT RIGHT OF APPEAL.**

**The Grand Prize – Retail Value:** The approximate value of the Grand Prize is \$1,700.

The Released Parties are not responsible for any delay, postponement, suspension, rescheduling or cancellation, for any reason, of any aspect of the Grand Prize. Neither the confirmed Grand Prize Winner nor any other person or entity will be compensated in the event of such delay, cancellation or other event contemplated herein. None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of the Grand Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, the confirmed Grand Prize Winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the Released Parties should the Grand Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting the Grand Prize, the confirmed Grand Prize Winner agrees to waive all manner of action, cause of action, claim or demand, loss or injury, use or misuse of a prize or any travel related thereto, and the use of Entries by the Sponsor, suit, debt, covenant, contract, including legal fees and expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract and fundamental breach, failure of any third-party contractor or supplier used in connection with any aspect of the Contest to perform or deliver energy or related services, any act of God or any other event beyond the Released Parties' control, any dissatisfaction of any kind by a Grand Prize Winner with any aspect of the Contest or any Grand Prize, against the Released Parties if the Grand Prize or a component thereof does not prove satisfactory, either in whole or in part.

- ii. **The Secondary Prizes:** The Secondary Prize(s) are provided by ATCOenergy. The Secondary prize winner will be awarded one (1) of nine (9) prizes of \$500.

Without limiting the generality of the foregoing, the following conditions apply to the Secondary Prize: (i) Secondary Prize must be accepted as awarded and is not transferable, assignable and/or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion); (ii) no substitutions exist except at Sponsor's option; (iii) the costs of everything not expressly and specifically stated above as included in the Secondary Prize are the sole and absolute responsibility of the confirmed Secondary Prize Winner; (iv) if the confirmed Secondary Prize Winner does not utilize any part(s) of the Prize, then any such part(s) not utilized may, in the sole and absolute discretion of the Sponsor, be forfeited in their entirety and, if forfeited, nothing will be substituted in their place; (v) all arrangements relating to the Secondary Prize must be made through the Sponsor or its designated agents; and (vi) by accepting the Secondary Prize, the confirmed Secondary Prize Winner agrees to waive all manner of action, cause of action, claim or demand, loss or injury, use or misuse of a prize or any travel related thereto, and the use of Entries by the Sponsor, suit, debt, covenant, contract, including legal fees and expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract and fundamental breach, failure of any third-party contractor or supplier used in connection with any aspect of the Contest to perform or deliver energy or related services, any act of God or any other event beyond the Released Parties' control, any dissatisfaction of any kind by a Secondary Prize Winner with any aspect of the Contest or any Secondary Prize, against the Released Parties if the Secondary Prize or a component thereof does not prove satisfactory, either in whole or in part. **ALL DECISIONS OF THE SPONSOR REGARDING THE PRIZE WILL BE FINAL AND BINDING WITHOUT RIGHT OF APPEAL.**

**The Secondary Prize – Retail Value:** The value of the secondary prize is \$500 CAD

The Released Parties are not responsible for any delay, postponement, suspension, rescheduling or cancellation, for any reason, of any aspect of the Secondary Prize. Neither the confirmed winner nor any other person or entity will be compensated in the event of such delay, cancellation or other event contemplated herein. None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of the Secondary Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, the confirmed Prize Winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the Released Parties should the Secondary Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting the Secondary Prize, the confirmed winner agrees to waive all recourse against the Released Parties if the Secondary Prize or a component thereof does not prove satisfactory, either in whole or in part.

12. **Law:** This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all Entrants without right of appeal. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.



The Released Parties will not be liable for: (i) any failure of any platform during or after the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, but not limited to, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry, Request and/or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, mail problems, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Contest; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.

The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein. To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, Sponsor or any of the other the Released Parties in connection with the Contest will be governed by and construed in accordance with the domestic laws of the Province of Alberta and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to exclusive jurisdiction and venue of the courts located in Alberta in any action to enforce (or otherwise relating to) these Rules or relating to this Contest.

- 13. Rule Amendments:** The Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, but not limited to, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) may be 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.

The Sponsor reserves the right, in its sole and absolute discretion, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. Without limiting the generality of the forgoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law. The Sponsor reserves the right, in its sole and absolute discretion, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by the Sponsor, for purposes of verifying compliance by any Entrant, Entry, Request and/or other information with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason. In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, point of sale, television, print or online advertising and/or any instructions or interpretations of these English Rules given by any representative of the Sponsor, the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by law.



14. **Privacy & Intellectual Property:** By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted for the purpose of administering the Contest and in accordance with Sponsor's privacy policy (available at: <http://www.atcoenergy.com/home/privacy.html>). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information. All intellectual property, including but not limited to trademarks, logos, designs, promotional materials, web pages, source codes, images, drawings, illustrations, slogans and representations are owned by the Sponsor.

[The Prize Winner also grants to the Sponsor, its agents and representatives, and marketing partners, the right to print, publish, broadcast, and use worldwide in any media now known or hereafter developed, including, but not limited to, the World Wide Web, the Sponsor's Internet websites and social media pages such as Facebook, Instagram and Twitter, at any time(s), the Prize Winner's name, likeness, portrait, picture, photograph, voice, video-camera footage, and biographical information (name, city, province/territory of residence and image), as is or may be edited by the Sponsor, as news or information and for advertising promotional purposes without any compensation or review by the Prize Winner.