

## EECOL Customer Survey Contest

### OFFICIAL RULES

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. ENTRY IN THIS GIVEAWAY CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES (“RULES”).**

- 1. ELIGIBILITY.** NO PURCHASE NECESSARY. VOID WHERE PROHIBITED BY LAW. Open only to legal residents of the Canadian Provinces of British Columbia, Alberta, Saskatchewan, Manitoba and Ontario who are at least eighteen (18) years of age or older at time of entry, who have an EECOL account in good standing and who complete the Survey through the link provided in the e-mail notice of this Giveaway, as sent to the account holder (“Survey”) during the Entry Period (“Participant(s)”). Employees, members, officers, officials or consultants of any federal, national, provincial, regional or local government agency, department, public authority or other public body are not eligible to enter or participate in this Giveaway. Employees of EECOL Electric and its related companies, affiliates and subsidiaries (including, but not limited to, WESCO Distribution, Inc.), officers, directors, agents, and sales representatives (collectively, “Giveaway Entities”), and their immediate family members (e.g., spouse, mother, father, sister, brother, uncle, aunt, nephew, niece, grandparent, in-law, daughter or son, regardless of where they live) and/or those living in the same household (whether or not legally related) are not eligible to enter. Giveaway is subject to all applicable federal, provincial, municipal, territorial and local laws and regulations and is void where prohibited. Winning a prize is contingent upon fulfilling all requirements set forth herein. Giveaway is subject to Participants adherence to these Rules.
- 2. SPONSOR.** EECOL Electric, 63 Sunpark Drive SE, Calgary, AB T2X 3V4.
- 3. HOW TO ENTER.** “EECOL Customer Survey Contest” (“Giveaway”) begins on {November 26, 2024 7:00a.m. MST} and ends on {December 15 2024, 7:00pm MST} (“Entry Period”). Sponsor’s computer is the official time-keeping device for this Giveaway. During the Entry Period, visit the link sent to the account holder by e-mail notifying the account holder of this Giveaway and follow the links and instructions to complete the Survey. Each completed Survey will constitute an “Entry”. Each Participant may only complete one Entry. Any attempt by any Participant to obtain more than one Entry by using multiple/different email addresses, accounts, identities, registrations and logins, or any other methods will void that Participant’s Entries and that Participant may be disqualified. Only Participants who have completed the Survey within the Entry Period will be eligible for consideration as a potential winner. Giveaway Entries, including all digital files and ancillary content, become the sole property of Sponsor, will not be acknowledged or returned, and may be destroyed. All other attempts to enter the Giveaway are void.
- 4. PRIZES.** ONE (1) GRAND Prize: One (1) winner will receive Milwaukee Power Tools, approximate retail value \$1000.00 CAD (the “Grand Prize”) subject to adherence to the Rules. TWO HUNDRED (200) ENTRY PRIZES: The first two hundred (200) Participants to complete an Entry will each receive a Tim Hortons gift card (approximate retail value of \$5.00 CAD per card) subject to adherence to the Rules (the “Entry Prizes” or each an “Entry Prize”). Total approximate retail value of all prizes: \$2000.00 CAD.

**Prize Restrictions:** Certain restrictions may apply. The specific Milwaukee Power Tools making up the Grand Prize are at the Sponsor's discretion. No assignment, transfer, cash redemption or substitution of the Grand Prize or Entry Prizes are permitted, except by Sponsor in its sole discretion for a prize substitute (or prize component) of equal or greater value. Winner is responsible for any taxes, tax liability and/or fees associated with prize receipt and/or use. All other specifics regarding the prizes not mentioned herein, shall be determined by Sponsor, in their sole discretion.

5. **WINNER SELECTION. ODDS. NOTIFICATION.** Odds of winning the Grand Prize depend on the number of Participants. Odds of winning an Entry Prize depend on the number of Participants and the date/time that Participants complete Entries. All potential winners are subject to verification by Sponsor. A Participant is not a winner of any prize, even an Entry Prize, unless and until Participant's eligibility has been verified and Participant has been notified that verification is complete. A potential winner will be identified from all eligible entries received based on a system of mixed chance and skill. Potential winners of the Entry Prizes will be selected based on when they completed their Entries. A potential winner of the Grand Prize will be selected in a draw by the Sponsor or its representative on *January 7, 2025 11:00am MST*. The potential winner (parent/legal guardian if potential winner is a minor in his/her place of residence) will be notified by email or any other method in the Sponsor's sole discretion on or about *January 14, 2025 11:00am MST*}, and may be required to sign and return a Declaration or Affidavit of Eligibility and Liability/Publicity Release ("Declaration/Release") within five (5) calendar days of notification. The potential winner will be required to correctly answer a time-limited skill testing question without any assistance in order to be eligible to receive a prize within the time frame indicated. If the question is answered incorrectly, the prize will be forfeited. Without limiting the generality of the forgoing, the Sponsor reserves the right, in its sole discretion, to administer an alternate skills testing question as it deems appropriate based on the circumstances, to address disability issues and/or to comply with applicable law. By entering the Giveaway, Participants fully and unconditionally agree to be bound by these Rules and the decisions of the Sponsor, which will be final and binding in all matters relating to the Giveaway. To the extent permitted by law, Sponsor, disclaims any liability from, and Participants, whether or not a winner or potential winner, agree to waive, any claims against the Sponsor relating to the Giveaway, the Survey and/or the awarding process.

In the event (i) the Sponsor is unable to contact a potential winner within five (5) calendar days of first notification attempt, (ii) any prize or prize notification is returned as undeliverable, (iii) any potential winner rejects his/her prize or refuses to sign the Declaration/Release or fails to correctly answer the skills testing question within the time frame requested, or (iv) a potential winner is otherwise noncompliant with these Giveaway Rules and requirements; then such potential winner will be disqualified and the prize will be forfeited, and an alternate potential winner will be selected from all remaining eligible Participants. If after three alternate selections no potential winner has met the criteria in these Rules to claim a prize then the prize will remain unawarded. Upon confirming final winners, the prizes will be distributed as soon as reasonably possible and without undue delay. All income taxes on a prize are the responsibility of the respective winner.

Should a dispute arise regarding the identity of a Participant, the person who is both the "authorized email account holder" (based upon information submitted at the time the email account was created or updated upon registration for this Giveaway) shall be considered the Participant. "Authorized email account holder" is defined as the primary person who is assigned

an e-mail address by an Internet access provider, on-line service provider, or other organization which is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. The potential winner may be required to provide Sponsor with proof that he/she is the authorized email account holder as described above.

6. **DATA COLLECTION.** Sponsor may be collecting data from Participant when he/she enters the Giveaway. By participating in this Giveaway, Participants hereby agree to all personal information uses and disclaimers as explained in Sponsor's privacy policy, published at <https://www.eecol.com/ca/en/resources/privacy-policy.html>, as updated by Sponsor from time to time.
7. **DISQUALIFICATION.** False or misleading Entries and/or acts will render the Participant ineligible. Sponsor, in its sole discretion, reserves the right to disqualify any Participant, if he/she commits or has committed any act, or has been involved or becomes involved in any situation or occurrence, which the Sponsor deems likely to subject the Sponsor or any Participant to scandal, ridicule, or contempt, or which reflects unfavorably upon the Sponsor in any way. Such behavior may include, but is not limited to, (a) abusing, cyber-bullying, threatening, harassing or undermining, any other Participant, users, or Sponsor's representatives; (b) deception, cheating, or any other unfair playing practices; (c) attempting to tamper or tampering with the operation of the Giveaway; or (d) violating the Rules, conditions of use, terms of service, and/or general rules or guidelines of Sponsor. All decisions of the Sponsor are final and binding in all matters related to this Giveaway. Sponsor is not responsible for any typographical, electronic/technical or other error in the administration of the Giveaway, including in the awarding of the prizes. CAUTION: ANY ATTEMPT BY AN INDIVIDUAL OR ANY OTHER PERSON TO DAMAGE OR UNDERMINE THE OPERATION OF THIS GIVEAWAY MAY BE A VIOLATION OF THE LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK PROSECUTION AND/OR DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
8. **RELEASE. LIMITATION OF LIABILITY.** By participating in this Giveaway, Participant agrees that Sponsor, as well as its affiliates, its directors, officers, employees, agents and representatives (and those of its affiliates) shall not be liable for any costs, loss, damages, rights, claims, and/or actions of any kind in connection with the Giveaway or resulting from Giveaway participation, acceptance, possession, use, or misuse of a prize, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, privacy or defamation. By accepting a prize, the winner of that prize agrees for the winner and the winner's heirs, executors, administrators, assignees and any other applicable third-party to release and hold harmless Sponsor and Giveaway Entities (collectively, the "Released Parties") from any and all liability, loss, penalty or damage arising from or in connection with the awarding, receipt, and/or use or misuse of any prize, or participation in the Giveaway or any prize-related activities, to the fullest extent permitted by applicable law.

IN NO EVENT SHALL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY LOST PROFITS, LOST BUSINESS, LOST REVENUE, DELAY DAMAGES, OR ANY OTHER DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, LIQUIDATED, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER ARISING, EVEN IF THE PARTIES HAVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE, FROM PARTICIPATING IN THE GIVEAWAY, RESPONDING TO THE SURVEY, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES

ASSOCIATED WITH THE GIVEAWAY, AND/OR USE OF A PRIZE. WITHOUT LIMITING THE FOREGOING, THIS GIVEAWAY AND PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.

Furthermore, by entering, Participant agrees and acknowledges for itself and Participant's heirs, executors, administrators and assignees and any other applicable third-party: (i) to be bound by these Rules and the decisions of Sponsor which shall be binding and final; (ii) to waive any right to claim ambiguity in the Giveaway and/or these Rules, except where prohibited by law; (iii) to indemnify Released Parties from any and all liability resulting or arising from the Giveaway; and (iv) that Sponsor has neither made nor is in any manner liable or responsible for any representation, warranty, or guarantee, express or implied, in law or in fact, relative to the Giveaway or a prize. Failure to comply with these Rules may result in disqualification from Giveaway.

9. **DISPUTE RESOLUTION AND CHOICE OF LAW.** Participant agrees that (a): any and all disputes, claims, and causes of action arising out of or connected with this Giveaway, or any prize awarded, or the determination of the winners shall be resolved individually, without resort to any form of class action, and exclusively by arbitration and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Giveaway but in no event attorney's fees; and (c) under no circumstances will Participant be permitted to obtain awards for damages, and Participant hereby waives all rights to claim damages, other than for actual out-of-pocket expenses. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of Participant and Sponsor in connection with this Giveaway shall be governed by the laws of the Province of Alberta, without regard for conflict of laws principles, and all proceedings shall take place in the federal, or provincial courts in and for Calgary, Alberta. Further, each of the parties hereto hereby accepts and irrevocably consents to the personal jurisdiction of the Province of Alberta.
10. **GENERAL CONDITIONS.** Sponsor is not responsible for lost, late, illegible, mutilated, misdirected, or incomplete Entries, or Entries not received for any reason. Sponsor assumes no responsibility for any technical problems in conjunction with transmission or receipt of Entries or notification of potential winners, including faulty electronic data transmission, traffic congestion on the Internet or on the web site, hardware or software, equipment failure or malfunction, or other on-line communications problems. Sponsor reserves the right to cancel, suspend and/or modify the Giveaway, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Giveaway, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Giveaway or for any other reason in the Sponsor's sole discretion. If any provision of these Rules is found to be invalid or unenforceable by a court of competent jurisdiction or appointed arbitrator, such determination shall in no way affect the validity or enforceability of any other provision herein.
11. **RULES REQUEST AND WINNER LIST.** For a copy of these Rules or the winner list, send a self-addressed, stamped envelope to: EECOL Electric, 63 Sunpark Drive SE, Calgary, AB T2X 3V4. Requests must be postmarked no later than sixty (60) days after the end of the Entry Period.