

DIRECT ENERGY
Holiday Lights Competition (the "Contest")
Official Rules & Regulations

NO PURCHASE NECESSARY TO ENTER OR WIN. ODDS OF WINNING DEPEND ON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL PROVINCIAL, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

By entering this Contest, entrant affirms that he/she has reviewed these Official Rules & Regulations ("Official Rules") and hereby agrees and accepts all terms and conditions contained herein. The Contest begins at 12:01:00 a.m. on November 15, 2022, and ends at 11:59:59 p.m. on January 2, 2023 (the "Contest Closing Date").

1. **Eligibility:** Entrants must be legal Canadian residents currently residing in the Province of Alberta, Canada (the "Eligibility Area"). Entrants must also be at least eighteen (18) years of age at the time of entry. Winning a prize is contingent upon fulfilling all requirements set forth herein.

Employees of Direct Energy Marketing Limited ("Sponsor") and its respective parents, divisions, affiliates, subsidiaries, promotional or marketing agencies, and their immediate family members (parent, child, sibling and spouse) and persons living in the same households of each such employee (whether related or not) are not eligible.

2. **Contest Entry:** There are three (3) categories available to enter the Contest. Each contestant can choose one, two or all three of the following categories: (i) decorate the exterior of your residence, (ii) decorate your indoor tree, or (iii) decorate your mantle, and then take a picture of the decorated area and enter by completing an entry from at:

- Directenergy.ca/HolidayLights
- Directenergyregulatedservices.com/HolidayLights

You must complete one entry for per category. If you are entering all three categories, you will have three (3) entry forms to submit.

Each entry form submitted constitutes one (1) Contest entry. There's a maximum of one entry per household per category. Notwithstanding anything else in these Official Rules and Regulations, Sponsor may limit the total number of entrants at its sole and absolute discretion, and if it does so, then no additional enrollment entries will be accepted.

All photographs submitted must be an original work. We will accept photos taken by you (the entrant) only. Sponsor reserves the right to verify the eligibility of winners and to reject any photos which we, in our sole and absolute discretion, deem offensive, in violation of the law or unsuitable in any other manner. Sponsor is not required to provide any explanation for the rejection. Only one entry per person, per category, will be considered for Contest entry. All photos submitted that abide by these Official Rules will

be entered into the Contest pool. Entries submitted after the Contest Closing Date will be ineligible, null and void.

3. **Winner Selection:** Each category will be judged independently and finalists (“Finalists”) will be selected by a panel of judges provided by Sponsor. Judging criteria will include [a] Unique design and creative use of lights and decorations; [b] Storyline or theme; [c] Display and placement of decorations, animated objects, etc.; and [d] Overall presentation. Submissions are ranked based on most creative, most decorative and most unique.

4. **Public Voting:** Finalists will be judged online by the general public. Online voting begins on December 21, 2022 and ends on January 2, 2023 at 11:59:59 p.m. (the “Public Voting Period”). Voting will take place on our website at **directenery.ca/holidaylights**. To vote, voters will click on the box next to the photo that they choose to win (for each category). Voters will be required to submit their name and email address to complete the vote. All entries are judged on originality, creativity and use of the holiday theme.

5. **Prizes:** The three (3) winners (the “Winners”) selected by the public during the Public Voting Period, will each receive a \$500 Prepaid Visa Gift Card (the “Prize”). The total value of prizes is \$1,500. A grand prize winner will be selected from the three Winners by Sponsor and will receive a trophy, to be mailed to the recipient.

Sponsor is not responsible for any inability of Winners to accept or utilize any Prize. You are not obligated to become, or remain, a customer of Sponsor to enter or win a prize. If you have an account with Sponsor, you may close your energy account at any time (as defined in your contract).

All Prizes are awarded "AS IS" and without guaranty, representation or warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Any depiction of prizes in Contest materials or otherwise, are for illustrative purposes only. All taxes or fees arising from participation in the Contest or award of the Prizes including, without limitation, income taxes are the sole responsibility of the Prize winners. Sponsor reserves the right to substitute a prize of equal or greater value for any reason. If applicable, lost or stolen Prize will not be replaced. Winners are solely responsible for compliance with any restrictions. Sponsor will not be responsible for incomplete, lost, late, misdirected, damaged, inaccurate, deceptive or illegible entries. Any questions regarding the number of entries submitted shall be determined by Sponsor in its sole discretion, and Sponsor reserves the right to disqualify any entries determined to be false, fraudulent or deceptive or that are submitted by person(s) determined to be tampering with or abusing any aspect of the Contest.

Contest Winners grant and assign Sponsor the right to broadcast, or publish and declare winners’ names, cities of residence, all photos, texts, and any other media or content provided to the Contest by entrant, for any reason that Sponsor deems necessary without compensation, unless prohibited by law, and hereby release any and all claims winners

may have against Sponsor for such use. Winners further grant Sponsor a Moral Rights Waiver for photo entry and a non-exclusive license to publish, display, reproduce and/or modify winning photo for promotional purposes.

6. **Copyright Notice:** In accordance with Canada's Copyright Act and other applicable law, Sponsor will respond to clear notices of alleged copyright infringement and disqualify (in appropriate circumstances, and at our sole discretion), entrants who are deemed to be to be engaging in copyright infringement. If we remove an entry in response to such a notice, we will make a good faith attempt to contact the entrant of the affected entry so that they may make a counter notification. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, please file a notice of infringement with us with the necessary information regarding your claim. Please note that you may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that an entry is infringing your copyrights.

7. **Winner Notification and Acceptance:** The potential Winners of the Prize will be notified by the email address provided on the account within a reasonable period after the completion of the applicable drawing. If there has been no response from the potential winner within one (1) week of the notification by email or telephone, or if arrangements for collection of the prize have not been made by the potential winner within two (2) weeks of the potential winner's response, the potential winner will forfeit the Prize and the Sponsor has a right to randomly draw for another potential winner from the remaining entries. **The Prize will be awarded to the eligible individual submitting the entry. The potential winner will be required to successfully answer a mathematical skill testing question before he or she will be determined to be a winner.** Failure to correctly answer the question will result in that person being disqualified (for that drawing) and another potential winner will be selected. The selected entrant may not substitute a third party to answer the skill testing question on his/her behalf. By entering, entrants agree to be bound to the decisions of the Sponsor, which will be final and binding in all respects.

The potential winner will be **required to sign and return a standard release form along with a Waiver of Moral Rights** to the winning photo entry by the return date specified in the Prize notification letter, or he or she will forfeit his or her respective Prize. Failure to sign and return the required documentation within the specified time in the Prize notification letter, or to comply with any terms or condition of these Official Rules, may result in potential winner's disqualification, forfeiture of his or her interest in the Prize, and the award of the Prize to an alternate potential winner. The potential winner may waive his or her rights to receive the Prize. No Prize transfers, substitutions, assignment, exchange or cash redemptions or cash equivalents are permitted except at the sole discretion of Sponsor. In the event of such a forfeiture, or if a potential winner is unreachable, the Prize notification letter is returned as undeliverable, or if a potential winner declines acceptance of the Prize, the Sponsor has a right to randomly draw for an alternate potential winner in a random drawing among the remaining eligible entries. The

Prize may be subject to taxes. The winner is solely responsible for reporting and payment of any taxes on the Prize (federal, provincial, state and local).

8. **Limitations of Liability/Indemnification:** By entering this Contest, entrants shall indemnify, defend and hold harmless Sponsor, and its parent, its affiliates, subsidiaries, directors, officers, governors, representatives, dealers, advertising and promotion agencies, judging organizations, employees, agents and partners (herein, the "Released Parties"), from and against any and all liability, damages or causes of action (however named or described) with respect to or arising out of either: (i) entrant's participation in the Contest; or (ii) the receipt or use of the Prize awarded herein; or (iii) the administration of the Contest and distribution of the Prize awarded herein; and (iv) any and all claims, judgments, damages, liabilities, penalties and fines of any kind, stemming from participation in this Contest.

Entrants hereby release, waive and discharge any and all claims of damage, loss or causes of action (including, negligence), including (but not limited to) death, personal injury or loss or damage to property, which the entrant or any of the entrant's representatives, heirs, next of kin or assignees ("Entrant's Representatives") may have or which may hereinafter accrue to the entrant or Entrant Representatives against the Released Parties as a result of the entrant's participation in the Contest or the receipt or use of the Prize(s) awarded herein.

9. **Internet:** If for any reason the Internet portion of the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor or its affiliates that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest. Sponsor, at its sole discretion, reserves the right to cancel, terminate, modify, or suspend the Contest and to disqualify any individual who tampers with the entry process. If the Contest is cancelled for any reason before completion, all entries received up to the point of termination will be included in a random drawing to award the Prizes. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications-line failure, theft or destruction, or unauthorized access to or alteration of entries. Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment or software, or for failure of any automatic entry to be received by Sponsor on account of technical problems or traffic congestion on the Internet or at any Website, or any combination thereof - including any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials in this Contest. The use of automated software or computer programs to register or to enter this Contest is prohibited and any individual who uses or attempts to use such methods to register or to enter will be disqualified. Sponsor disclaims any liability for damage to any computer system resulting from participation in, or accessing or downloading information in connection with, this Contest.

10. **Personal Information:** Sponsor collects personal data about entrants, in accordance with its privacy policy. Please review the Direct Energy's privacy policy at <https://www.directenergy.com/privacy-policy/canada-privacy-policy>. Each entrant hereby consents to: (i) the collection, use and disclosure of the entrants' personal information by the Sponsor and its affiliates for its and/or their marketing purposes; and (ii) the receipt of commercial electronic messages from the Sponsor and its affiliates for marketing purposes. All information collected from entrants is subject to Sponsor's privacy policy.

11. **Winner's Consent:** By accepting the Prize, the winner hereby consents to use of name, photograph, likeness, testimonial and biographical information for advertising and promotional purposes online and in print, or in any other media worldwide in connection with the Contest, without limitation or notice to, or further consent of, and without compensation, worldwide and in perpetuity, except where prohibited by law. By accepting the Prize, winner hereby further agree to release Sponsor and its subsidiaries, affiliates and related companies and each of his or her respective officers, directors, employees and agents, from any and all liability, loss or damage of any kind arising out of, or in connection with, winner's participation in this Contest, or with respect to the awarding, receipt, possession, use and/or misuse of the Prize.

12. **Governing Law:** The Contest and these Official Rules shall be governed according to the laws of the province of Alberta, Canada, without regard to principles of conflicts of laws. All claims, actions or suits must be brought in a court of competent jurisdiction in the province of Alberta, Canada.

13. **Force Majeure:** The failure of Sponsor to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of the Sponsor (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these Official Rules.

14. **Winners List:** To obtain the list of winners of the Contest, or a copy of these Official Rules and Regulations, send a self-addressed stamped envelope to: Direct Energy, Attn: Contest Administrator 10303 Jasper Ave suite 1850 Edmonton ABT5J 3N6.

15. **Severability:** If any term and/or section in these Rules and Regulations is to any extent illegal, otherwise invalid, or incapable of being enforced, such term/section shall be excluded to the extent of such invalidity or unenforceability; all other terms/sections hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term/section shall be deemed replaced by a term/section that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term/section.

The Sponsor of the Contest is Direct Energy Marketing Limited, 1000, 111-5th Avenue S.W. Calgary, AB T2P 3Y6. © 2022 Direct Energy Marketing Limited. All Rights Reserved.