



## Energy Safety Canada’s Stakeholder Survey Contest Official Contest Rules

Energy Safety Canada’s Stakeholder Survey Contest (the “Contest”) is a random giveaway draw for one of five Amazon gift cards for a value of \$100 (the “Prize”). The Contest runs from October 17, 2023 (the “Contest Start Date”) to 11:59 p.m. MDT on November 3, 2023 (the “Contest Closing Date”). The draw will occur on November 6, 2023 (the “Draw Date”).

The Contest is intended for play in Canada only and shall only be construed and evaluated according to Canadian law. The Contest is void where prohibited by law.

**ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE OFFICIAL CONTEST RULES.**

### How to Enter and Eligibility

**NO PURCHASE IS NECESSARY**

1. To be eligible for the Contest, an individual must be a legal resident of Canada, excluding Quebec, from the Contest Start Date to the Draw Date (as defined below) and have reached the age of majority in the individual’s province/territory of residence by the Contest Start Date.
2. Employees of Energy Safety Canada, their immediate family, and persons residing with them are not eligible to participate in the Contest.
3. Individuals are only eligible if they complete Energy Safety Canada’s Stakeholder Survey emailed to them in October 2023. To enter the Contest, an individual must follow the survey link provided in the email, answer all questions and provide their contact information.
4. The Contest begins on the Contest Start Date and ends on the Contest Closing Date (the “Contest Period”).
5. There is a limit of one entry per individual. Anyone found to use multiple accounts by using false personal accounts, a bot, or a service that automatically enters participants to increase the number of entries, will be ineligible and their entry will be void.

### The Prize

6. The Prize must be accepted as awarded and cannot be transferred, substituted, or redeemed for cash. Energy Safety Canada reserves the right, at its sole discretion, to substitute the Prize for a



prize of equal or greater value should all or part of the Prize become unavailable for any reason. All arrangements for and delivery of the Prize must be completed no later than ten business days after the winner has been notified. A “business day” means any day other than a Saturday, Sunday or a statutory holiday in Alberta.

**The Draw**

7. A random draw to select the potential Prize winner will be conducted by Energy Safety Canada on the Draw Date from all eligible entries received up to the Contest Closing Date. The odds of being selected depend on the total number of eligible entries received.
  
8. Energy Safety Canada will attempt to contact the selected entrant by email periodically for a period of up to seven business days following the Draw Date (the “**Contact Period**”). If, by the end of the Contact Period, the selected entrant cannot be contacted, or has failed to respond to any message left by Energy Safety Canada or if, for any reason, the Prize cannot be awarded to that selected entrant, that selected entrant will be disqualified and shall no longer have any entitlement to receive the Prize. Energy Safety Canada may, at its sole discretion, randomly select another Contest entrant who it shall attempt to contact and who shall be subject to disqualification in the same manner. Energy Safety Canada is not obliged to attempt to contact or otherwise communicate with any entrant other than a selected entrant. The name of the Prize winners will be available upon request by emailing [communications@energysafetycanada.com](mailto:communications@energysafetycanada.com).
  
9. To be declared a winner, the selected entrant must provide legal documentation showing their personal identification indicating their first name, last name, date of birth and residential address and must complete and return Energy Safety Canada’s form of Contest Declaration and Release (the “**Release**”) within seven days of delivery of the form by Energy Safety Canada. The completed Release shall confirm the entrant’s compliance with these Official Contest Rules and the entrant’s release of Energy Safety Canada and its employees, directors, officers, agents and representatives (collectively, the “**Contest Group**”) from and against all liability in connection with the Contest and the awarding of the Prize. Before declaring such entrant to be a winner, Energy Safety Canada reserves the right to verify a selected entrant’s compliance with these Official Contest Rules and the accuracy of information contained in the entry and the Release. The winner must successfully answer a skill testing mathematical question determined by Energy Safety Canada to receive their Prize.
  
10. The sole determinant of time for the purposes of receipt of a valid entry in this Contest will be network/server equipment and related records, subject to review by Energy Safety Canada.



11. The decisions of Energy Safety Canada will be final and binding on all entrants. All decisions of Energy Safety Canada are final with respect to all aspects of the Contest, including, without limitation, eligibility and/or disqualification of entries. By entering the Contest, all entrants accept, and agree to abide and be bound by, these Official Contest Rules and the decisions of Energy Safety Canada.

12. All responses to the Survey received during the Contest Period shall become property of Energy Safety Canada upon receipt and will not be returned.

**No Warranty**

13. Energy Safety Canada makes no warranty, guaranty or representation of any kind concerning the Prize and disclaims any implied warranty.

**Release and Consents**

14. By entering this Contest, each entrant and purported entrant absolves and releases the Contest Group from any and all demands, claims, suits, or liability of any kind arising out of, or in connection with, any injury, damage, or loss to person or property, or related costs or expenses, which may be suffered or incurred by such entrant or purported entrant as a result of participation or attempted participation in the Contest, compliance or non-compliance with these Official Contest Rules, and/or acceptance and use of a Prize.

15. Energy Safety Canada shall not bear any liability arising from or in any way related to the Contest or the Prize. Without limiting the generality of the foregoing, Energy Safety Canada assumes no responsibility, and bears no liability, for any of the following:

- (a) lost, stolen, delayed, damaged, incomplete, or misdirected contest entries;
- (b) the loss, theft, or misuse of the Prize;
- (c) any failure of Energy Safety Canada accounts or website during the Contest Period;
- (d) any damage to the computer of any entrant, purported entrant, or any other person related to or resulting from any person's participation or attempted participation in the Contest, including without limitation to, use of Energy Safety Canada website or the sending or receiving of e-mails;
- (e) any property damage, personal injury or misfortune in any way attributable to this Contest or the Prize;



- (f) any problem or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, facilities, or computer equipment or software;
- (g) any failure of, or delay in, any e-mail or other electronic transmission to be received or sent by Energy Safety Canada or its agents on account of technical problems or traffic congestion on the internet or at any website; or
- (h) any policy, usage term or rule related to survey channels, platforms and related web properties or third party applications with respect to the types of sites and/or content that they accept or publish now or in the future.

16. Energy Safety Canada reserves the right to change the terms of the Contest or terminate it at any time. Without limiting the generality of the foregoing, if for any reason the Contest is not capable of running as planned or if the administration, security, fairness, integrity, or proper conduct of the Contest is corrupted or adversely affected, including by reason of tampering, fraud, technical failures or any other reason beyond its control, Energy Safety Canada reserves the right to cancel, terminate, modify or suspend the Contest, including selecting the winners from previously received eligible entries.

17. Energy Safety Canada reserves the right to disqualify any person that it finds to be in violation of these Official Contest Rules, tampering with or falsifying accounts or the Contest entry process. Any attempt to deliberately damage any website, obtain unauthorized access to the computer of another person or to otherwise undermine the legitimate operation of the Contest is a violation of the law and, should such an attempt be made by any person, Energy Safety Canada reserves the right, in addition to disqualifying any such person from the Contest, to seek remedies and damages to the fullest extent permitted by law.

18. By entering this Contest, all entrants consent and agree to the use of their name, address, likeness and photo for any advertising, publicity and marketing purposes by Energy Safety Canada, without compensation.

19. By entering this contest, entrants will be sharing their personal information with Energy Safety Canada. Personal information about entrants collected in connection with this Contest will only be used only for the purpose of administering this Contest unless entrants otherwise agree. Personal information about entrants will be used in accordance with the terms of Energy Safety Canada privacy policy located at <https://www.energysafetycanada.com/Privacy>.



**Governing Law**

20. This Contest and the terms and conditions contained in these Official Contest Rules are governed by and shall be construed in accordance with the domestic laws of the Province of Alberta and the federal laws of Canada applicable therein and all entrants and purported entrants expressly attorn to the jurisdiction of the courts thereof. This Contest is void where prohibited.