

# Sign Up for Advantage Planet to WIN! - Official Contest Rules

Please read these Contest Rules (the “Rules”) before entering into this contest (the “Contest”) as your participation constitutes your full and unconditional agreement with and acceptance of the Rules.

**1. CONTEST PERIOD:** The Contest commences at 12:00:01 a.m. (EST). Tuesday January 2, 2018 and ends 11:59:69 (EST) Wednesday January 31, 2018 (the “Contest Period”), and is sponsored by Alectra Utilities Inc. (the “Sponsor”).

**2. ELIGIBILITY:** To be eligible to win, you must be: (i) a legal resident in the Province of Ontario; and, (ii) a natural person who is age 18 or older. Employees, directors, and officers of the Sponsor or its corporate affiliates and the Sponsor’s advertising and promotional agencies or anyone domiciled with the foregoing are not eligible to participate in the Contest.

(i) **HOW TO ENTER: NO PURCHASE NECESSARY.** There are two ways to enter the Contest. If you are an active Alectra Utilities customer by January 31, 2018, enter the Contest by: (i) registering through the Sponsor Website ([www.AdvantagePlanet.ca](http://www.AdvantagePlanet.ca)) by completing an application to enroll the home associated with your account in Alectra Utilities’ “Advantage Planet” program. In the alternative, you may enter the Contest by clearly printing your full name, complete mailing address, daytime telephone number, email address and age at time of entry on a plain piece of paper, along with unique, original written essay of a minimum of 250 words on the topic of energy conservation, and submit it to the attention of Advantage Planet Contest, 161 Cityview Boulevard, Vaughan, ON, L4H 0A9.

There is a limit of one registration entry per account and premise. Registering more than once for the same account and premise WILL NOT increase your chances to win. In the case of multiple Contest entries for the same account and premise, only the first eligible entry will be considered. The judging panel will collate a Master List of all contest entrants to select the winner(s). All Contest entries must be completed no later than the end of the Contest Period.

**3. ODDS OF WINNING:** The odds of winning will depend on the number of eligible entries received during the Contest Period in accordance with these Contest Rules.

**4. PRIZES:** A total of one (1) prize will be made available to win, consisting of one Sony 65" 4K LED HDR TV, with an approximate retail value of \$1,700.00, including applicable taxes. Sponsor reserves the right to substitute the prize in whole or in part for any reason in its sole discretion with a prize of at least equal value. A prize winner is not entitled to any difference between the actual value of the prize and the approximate retail value stated for it herein.

**5. SELECTION AND NOTIFICATION.** All eligible contestants will be selected by random draw by the judge’s panel from eligible entries, which will take place on February 14, 2018 at the Vaughan offices of Alectra Utilities (161 Cityview Boulevard, Vaughan, Ontario). Each selected Contest entrant will be contacted by the Contest Sponsor following his/her selection at the telephone number and/or email address provided by them when entering the Contest. Each selected contestant must respond to the notice from the Sponsor that they have been selected as a potential prize winner within four (4) business days of the notification to the telephone number or email address provided when registering. If a selected Contest entrant cannot be contacted or fails to respond within four (4) business days of the first attempt to contact by the Contest

Sponsor, he/she may, in Contest Sponsor's sole discretion, be considered to have forfeited the Prize and will be disqualified and another Contest entrant may be selected for that prize from the remaining eligible Contest entries until such time as contact is made with a selected Contest entrant, or there are not more eligible Contest entries, whichever comes first. In the event that an alternate selected Contest winner must be selected for any reason, the above process will apply.

Before being declared a confirmed winner, the selected contestant (eligible according to Contest Rules) will be contacted by telephone or email and required to answer correctly, without assistance of any kind, whether mechanical or otherwise, a mathematical skill-testing question administered by the Sponsor or a third party on behalf of Sponsor at a mutually convenient time.

Winners must provide satisfactory proof of identification as proof of eligibility. Winners must also sign and return via email or mail to the Sponsor, within three (3) business days of receipt thereof, an Agreement and Release Form confirming the Contestant's eligibility and compliance with the Contest Rules, acceptance of their prize as awarded, and releasing the Sponsor and suppliers of the prize and their respective advertising and promotional agencies and their affiliates, and employees, directors, officers, agents and representatives, successors and assigns of each, respectively from all liability for damages she/he may incur as a result of participating in this Contest and acceptance of the prize.

Failure to comply with the Contest Rules will cause the prize to be forfeited, in which case, the prize may be re-awarded at the Sponsor's discretion.

Upon determination of a Winner, he/she will be contacted by the Sponsor to make arrangements for receipt of the awarded prize. Alectra will ship, at its own cost, the prize to an address within its service territory in the Greater Toronto Area (as determined by Alectra Utilities at its discretion). The incremental cost of shipping (including any shipping insurance) to an address outside of this area will be the responsibility of the contest Winner. Sponsor may consider the prize to be forfeited by the Contest winner if he/she does not pay such incremental costs on delivery where applicable

**6. CONSENT TO MARKET TO ENTRANTS.** By entering the Contest, you agree to permit the Sponsor, its agents, promotional agency and representatives to collect information you provide when registering, for use for the purpose of administering the Contest, including any publicity carried out by the Sponsor and its agents related to the Contest, and to provide you with information about upcoming events and promotions that might be of interest to you.

Personal information collected will only be used to administer the Contest and, where an entrant has so elected or it is otherwise permitted by law, to provide information on upcoming events and/or promotions by the Sponsor (**which communications entrants may unsubscribe from at any time**).

**7. ADDITIONAL TERMS.** The Sponsor assumes no responsibility for lost, late, delayed, destroyed or misdirected entries or any computer errors or malfunctions. Sponsor does not assume any responsibility for incorrect or inaccurate capture of entry information, technical malfunctions, human or technical error, printing errors, lost or delayed data or transmissions, omission, interruption, deletion, effect or failures of any telephone or computer line or network, computer equipment, software or any combination thereof.

All contestants including prize winners assume liability for injuries caused, or claimed to be caused by participating in the Contest, by the acceptance, possession, or use of any prize awarded, including but not limited to claims/damages for personal injury, or property damage. For purposes of these Rules, a "business day" shall be any day other than a Saturday, Sunday or statutory holiday observed in Ontario.

In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: the Online form, and/or point of sale, television, print or online advertising; the terms and conditions of these Rules shall prevail.

**8. LIABILITY.** By entering the Contest, each entrant hereby releases and indemnifies the Sponsor, its employees, directors, officers, shareholders, affiliates, representatives, professional advisors, and advertising and promotional agencies from any and all liability whatsoever, and waives any and all causes of action, related to any injuries, loss or damage of any kind to any person or persons (including, without limitation, death or personal injuries, property damage, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional) resulting in whole or in part, directly or indirectly, from acceptance, possession, use and misuse of, and inability to use, any prize or any part of any prize or otherwise related to participation in the Contest.

**9. TERMINATION/MODIFICATION.** If for any reason, in the opinion of the Sponsor in its sole discretion, the Contest is not capable of running as originally planned, or if the administration, security, fairness, integrity or the Contest is corrupted or adversely affected, including but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes, the Sponsor reserves the right to cancel, terminate, modify, amend, extend or suspend the Contest in whole or in part, including, without limitation, cancelling any method of entry, and/or selecting a winner from previously received eligible entries.

The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest, or to be acting in violation of the Contest Rules or otherwise in a disruptive manner. Any attempts 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 attempt be made the Sponsor reserves its right to seek remedies and damages to the fullest extent of the law.

The Sponsor shall not be held responsible for any errors or negligence that may arise or occur in connection with the Contest including any damage to an entrant's computer equipment, system software or any combination thereof, as a result of their participation in this Contest. The Sponsor reserves the right, at its sole discretion, to substitute the prize or portion thereof with (a) prize/s of equivalent or greater value for any reason and without liability.

The Sponsor does not warrant that access to or use of the Contest will be uninterrupted or error-free.

**10. CONSTRUCTION.** The Contest is subject to all applicable federal, provincial and municipal laws and regulations and is void where prohibited by law. All issues and questions concerning the construction, validity, interpretation and enforceability of these official Contest Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the Province of Ontario. The Sponsor and all Contest entrants hereby attorn to the jurisdiction of the courts of that Province, sitting in Toronto, Ontario, in respect of the determination of any matter, issue or dispute arising under or in respect of these Rules and/or the Contest. 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.

**11. ALL DECISIONS** of the Sponsor and its Assignees, including the validation of entries and evaluation of the Contestant's answer to the skill testing question, will be final and binding on the Contestant, without right of appeal.

**12. PRIVACY.** Entry information collected by the Sponsor becomes the property of the Sponsor and will not be used for any purpose other than administering Contest, unless otherwise expressly requested. For information about the Sponsor's privacy practices, read its Privacy Policy located at [www.powerstream.ca](http://www.powerstream.ca).

**13. CONDUCT.** All Contest Entrants agree to be bound by these Contest Rules, The Sponsor in its sole discretion, reserves the right to disqualify any person from the Contest it finds to be in violation of the Contest Rules, If a Contestant does not conduct themselves in accordance with the Contest Rules, the contestant may be disqualified from this Contest.