

## EECOL CHARGE UP PROMOTION

### OFFICIAL RULES

#### (THE "RULES")

THE FOLLOWING RULES APPLY TO THE EECOL CHARGE UP PROMOTION (THE "**PROMOTION**"). VOID WHERE PROHIBITED BY LAW. NO PURCHASE NECESSARY.

- 1. PROMOTION.** The Promotion is based on qualifying entries submitted by you ("**Participant**") starting from **September 1, 2024 at 12:00:00 am MDT to October 31, 2024 at 11:59:59 pm MDT** (the "**Promotion Period**"). The Promotion is available in-store at EECOL Electric and Independent Electric Supply stores and online at [www.eecol.com](http://www.eecol.com) ("**Participating Locations**"). For eligible stores, see <https://www.eecol.com/ca/en/branch-locations>. Online purchases are excluded.

By entering the Promotion, Participants fully and unconditionally agree to be bound by the Rules and the decisions of EECOL, which will be final and binding in all matters relating to the Promotion. All applicable federal, provincial and local laws and regulations apply.

- 2. ELIGIBILITY.** NO PURCHASE NECESSARY. VOID WHERE PROHIBITED BY LAW. Open to legal residents of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, the Yukon and the Northwest Territories in Canada who have reached the age of majority in their jurisdiction of residence. Employees of EECOL Electric Corp., and its related companies, affiliates and subsidiaries, advertising and promotion agencies of the Sponsor, officers, directors, agents, and sales representatives (collectively referred to as "**Affiliates**"), 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. EECOL reserves the right to not declare any official winners if EECOL determines, in its sole discretion, that the Participant did not meet the eligibility criteria.
- 3. HOW TO ENTER.** To enter, each Participant must purchase \$500 CAD or more **before tax on select** participating products:

- Electric avenue – select products;
- RVE;
- ILSCO;
- IPEX – conduit, conduit fittings, IPEX Sceptalight (Including LED Fixture), Coreline ENT and Fittings, Solvent cements and Primers. **excluding DBII** and DBII Fittings (excludes BC);
- Greenlee – select products;
- Ouellet – select products;
- Littelfuse – select products;
- Prysmian – select products;
- nVent/Hoffman - select products;
- Leviton – select products;
- Milwaukee Tools;
- Westlake Pipe & Fittings – all products **excluding DBII** (BC only);
- Acuity – Juno, Lithonia, Sensorswitch;
- Liteline;
- Cooper Lighting Solutions - (MarketPro 2024 Canadian Guide Items Only);
- EGS – select products;
- Ideal Industries;

- 3M Canada;
- ABB – select products;
- Hubbell – Select products;
- Thermon – select products;
- Eaton B-line;
- Phoenix Contact – select products;
- Ledvance;
- Mersen;
- Signify – Lightolier, Keene, CFI (SAB, SSK, NSK, MBO only);
- Schneider – select products;
- Klein Tools;
- Wirewerks – select products **excluding** bulk copper cable;

Participants must Purchase in-store at Participating Locations to be eligible to participate in the Promotion (“Entry”). Participants who make a purchase over the qualifying minimum will automatically be put on a ballot into the draw.

**LIMIT:** ONE (1) PARTICIPANT ENTRY SUBMISSION PER DAY THROUGHOUT THE PROMOTION PERIOD.

**4. PRIZE.** A total of 30 prizes, are available to be won as Prizes within the Promotion Period (each a “Prize” and collectively, the “Prizes”). **Prizing is as follows:**

- 6 draws for Watts Demo Kit worth \$1,200.00 – Purchase \$500.00 before tax of lighting products to have participants name entered into draw during to win one of six WATTS starter kits and training;
- 2 draws per region for MWK Tool Pack worth \$750.00 (gift card) – Spend \$500.00 before tax on Milwaukee Tools to have participants name entered into the draw;
- 6 draws for Apple or Samsung Watch worth \$600.00 – Spend \$1,000.00 before tax on Scheider qualifying products to have participants name entered into draw;
- 12 draws for KUNAA Camp Chairs worth \$150.00 – spend \$1,000.00 before tax on ABB products to have participants name entered into draw;
- 1 draw for Power Up Grand Prize worth \$3,500.00 – spend \$5,000.00 before tax on qualifying Charge Up Season products to have participants name enter to win a WATTS permanent lights Installation for home or business

Prizes must be accepted as awarded and may not be substituted or transferred and cannot be redeemed for cash. All taxes and unspecified expenses are the responsibility of winners. All other specifics regarding the Prize, not mentioned herein, shall be determined by EECOL in its sole discretion.

**5. WINNER. SELECTION. ODDS. NOTIFICATION.** Odds of winning depend on the number of Participants. All potential winners are subject to verification by Sponsor. A potential winner will be identified from

all eligible entries received based on a system of mixed chance and skill. A potential winner will be selected in a draw by the Sponsor or its representative by no later than **November 30, 2024, by 11:59:59 pm MST**. The potential winner will be notified by email or any other method in the Sponsor's sole discretion on or about **November 30, 2024, by 11:59:59 pm MST**, and may be required to sign and return, where legal, 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 the 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 Promotion, 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 Promotion. To the extent permitted by law, Sponsor, disclaims any liability from, and Participants, whether or not the Winner or potential winner(s), agree to waive, any claims against the Sponsor relating to the Promotion, the Survey and/or the awarding process.

In the event (i) the Sponsor is unable to contact the 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) the potential winner is otherwise noncompliant with these Promotion 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 the Prize then the Prize will remain unawarded. Upon confirming a final Winner (the "Winner"), the Prize will be distributed as soon as reasonably possible and without undue delay. All income taxes on the Prize are Winner's responsibility.

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 Promotion) 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. DISQUALIFICATION AND GENERAL CONDITIONS.** False or misleading submissions and/or acts will render any Participant ineligible. EECOL, in its sole discretion, reserves the right to disqualify any Participant, if it commits or has committed any act, or has been involved or becomes involved in any situation or occurrence, which EECOL deems likely to subject EECOL or any Participant to scandal, ridicule, or contempt, or which reflects unfavorably upon EECOL in any way. Such behavior may include, but is not limited to, (a) abusing, annoying, cyber-bullying, threatening, harassing or undermining, any other Participant, users, or EECOL's representatives; (b) deception, cheating, or any other unfair playing practices; (c) attempting to tamper or tampering with the operation of the Promotion; or (d) violating the Rules, conditions of use, terms of service, and/or general rules or guidelines of EECOL. If any Participant committed an act warranting disqualification, as determined

by EECOL in its sole discretion, and after the applicable Participant have received notice of the Prize but before the Prize is awarded, EECOL may withdraw the Prize (or any part of) in their entirety. EECOL's failure to enforce any term of these Rules shall not constitute a waiver of that provision. EECOL is not responsible for lost, late, illegible, mutilated, misdirected, incomplete, or submissions not received for any reason.

CAUTION: ANY ATTEMPT BY AN INDIVIDUAL OR ANY OTHER PERSON TO DAMAGE OR UNDERMINE THE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, EECOL RESERVES THE RIGHT TO SEEK CIVIL AND/OR CRIMINAL PROSECUTION AND/OR DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

EECOL reserves the right to cancel, suspend or modify the Promotion if fraud or technical failures compromise the integrity of the Promotion as determined by EECOL in its sole discretion, or for any other reason in EECOL's sole discretion. EECOL reserves the right, in its sole discretion, to modify, suspend, or cancel the Promotion and/or the Rules, at any time and without prior notice or fault of any kind.

- 7. PERSONAL INFORMATION.** EECOL and its authorized agents may collect, use and disclose personal information from each Participant when they participate in and enter the Promotion for the purposes of administering the Promotion and Prize Fulfillment. For further information about Sponsor's privacy practices, please see EECOL's Privacy Policy at [www.eecol.com](http://www.eecol.com).
- 8. LIMITATION OF LIABILITY AND RELEASES.** BY PARTICIPATING IN THIS PROMOTION, ENTRANTS AGREE THAT THE SPONSOR AND ANY AFFILIATES HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY PARTICIPANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM THE PROMOTION, INCLUDING THE ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE PRIZE, OR THE MERCHANDISE FOR WHICH IT IS REDEEMED (IF APPLICABLE). FURTHER, BY PARTICIPATING IN THIS PROMOTION, PARTICIPANTS AGREE THAT SPONSOR AND ANY AFFILIATES HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY PARTICIPANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM: A) ENTRY OR PARTICIPATION IN THIS PROMOTION, INCLUDING ACCESS TO AND USE OF THE PROMOTION APP AND WEBSITES (AS APPLICABLE), OR B) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, DEFAMATION OR MERCHANDISE DELIVERY. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore such exclusions may not apply to you.

Without limiting the foregoing, Sponsor and any Affiliates, shall not be responsible for: (a) any incomplete or inaccurate information that is caused by related promotional materials, or by any of the equipment or programming associated with or utilized in the Promotion, or by any technical or human error which may occur in the processing of submissions in the Promotion; (b) lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections; (c) the theft, destruction, loss or unauthorized access to, or alteration of, entries; (d) any problems with, or malfunctions or failures of, telephone networks or lines, computers or computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (e) garbled transmissions or miscommunications; (f) failure of any e-mail to be received by or from the Sponsor or any affiliates for any reason, including but not limited to congestion on the Internet or at any website or combination thereof or technical incompatibility; (g) damage to a user's computer equipment (software or hardware) occasioned by participation or downloading of materials

related to this Promotion or in connection with the Promotion App or Website; (h) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or (i) technical, pictorial, typographical or editorial errors or omissions contained herein.

**9. GENERAL CONDITIONS.** Sponsor is not responsible for lost, late, illegible, mutilated, misdirected, or incomplete Entries or ballots, or Entries or ballots not received for any reason. Sponsor assumes no responsibility for any technical problems in conjunction with transmission or receipt of Entries or ballots 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 Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Promotion, 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.

**10. SPONSOR.** EECOL Electric Corp., Attn: Marketing Department 63 Sunpark Dr SE, Calgary, AB, Canada T2X 3V4.