

## **“GET SMART WITH MARITIME ELECTRIC” OFFICIAL CONTEST RULES**

NO PURCHASE NECESSARY TO ENTER OR TO WIN. VOID WHERE PROHIBITED. PARTICIPATION IN THE PROMOTION CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THE OFFICIAL RULES & CONDITIONS CONTAINED HEREIN (“RULES”).

Individuals who participate in the “Get Smart with Maritime Electric” contest (the “Contest”) are referred to herein as “Entrants.” The owner and facilitator of the Contest is Maritime Electric Company, Limited, referred to herein as the “Sponsor.”

### **1) ELIGIBILITY - PRIZES:**

Prizes are open to individuals who are at least eighteen (18) years of age on the entry date, and who are legal residents of Prince Edward Island, Canada, only. Any resident living outside of Prince Edward Island is not eligible to participate in the Contest. Employees of the Sponsor and any individuals living in their households, and their immediate family members (spouses, domestic partners, parents, legal guardians, grandparents, grandchildren, siblings, children and “step” of each), are not eligible to enter or win. Entrants also agree that this Contest, and all applicable written/verbal communication, will be provided in the English language only.

### **2) CONTEST PERIOD:**

The Contest shall begin on July 3, 2024 at 12:00:00 a.m. Atlantic Daylight Time (ADT) and entries will not be accepted after August 28, 2024 at 11:59:59 p.m. ADT (known as the “Contest Duration”). All claims to Prizes must be received by the Sponsor on or before 5:00 p.m. ADT on September 12, 2024.

### **3) HOW TO ENTER:**

Entrants may enter the Contest through two (2) entry methods: Method 1) By completing the contest form on Maritime Electric’s website; or Method 2) Contacting the Sponsor directly via phone, email or web chat.

- Method 1) BY COMPLETING THE CONTEST FORM ON MARITIME ELECTRIC’S WEBSITE. Entrants can enter by completing the form which can be accessed via the following URL link: <https://www.maritimeelectric.com/electrification/electrification-journey-powering-the-future-for-pei/get-smart-with-maritime-electric/>. A link to the Rules will be provided on Maritime Electric’s website. By entering the Contest in this method, Entrants confirm they have reviewed the Rules and agree to accept all the conditions that fall within the full list of Rules.

- Method 2) VIA PHONE, EMAIL OR WEB CHAT: Entrants can enter by contacting the Sponsor by phone at 1-800-670-1012, email at [customerservice@maritimeelectric.com](mailto:customerservice@maritimeelectric.com), or web chat via the Sponsor's website at [www.maritimeelectric.com/about-us/profile/contact-us](http://www.maritimeelectric.com/about-us/profile/contact-us) between 9:00:00 am and 4:00:00 pm ADT Monday to Friday, during the Contest Duration.

When entering the Contest by this method, the Sponsor's customer service representatives will review or provide an abbreviated outline of the Rules (or, at the Entrant's option, the full list of Rules), which the Entrant must expressly acknowledge that he or she understands, and that he or she agrees to accept all the conditions that fall within the full list of Rules. Entrants will also be provided information on how to access the full list of Rules.

#### 4) ALL CONTEST PRIZING ENTRY METHODS:

There is no limit of entries per day or per method of entry. However, the Sponsor reserves the right to remove all of an Entrant's entries if it felt that the Entrant may be using robotic, automatic, or programmed forms of entry.

#### 5) PRIZES:

The Contest has three (3) prizes, referred to herein as 'Prize'. Any unclaimed Prizes will remain the property of Sponsor.

##### PRIZES

One (1) Google Nest Mini (2<sup>nd</sup> Gen) Smart Speaker whose retail price is approximately eighty-one dollars (\$81) Canadian, including the Harmonized Sales Tax (HST). The value of the Google Nest Mini (2<sup>nd</sup> Gen) Smart Speaker is based on the retailer prices, with the retailer and its pricing also being at the discretion of the Sponsor.

One (1) TP-Link Kasa Smart Wi-Fi Plug Lite - 2 Pack whose retail value is approximately twenty-three dollars (\$23) Canadian, including the Harmonized Sales Tax (HST). The value of TP-Link Kasa Smart Wi-Fi Plug Lite - 4 Pack is based on the retailer prices, with the retailer and its pricing also being at the discretion of the Sponsor.

One (1) TP-Link Kasa Smart Power Strip whose retail value is approximately forty-six dollars (\$46) Canadian, including the Harmonized Sales Tax (HST). The value of TP-Link Kasa Smart Wi-Fi Plug Lite - 4 Pack is based on the retailer prices, with the retailer and its pricing also being at the discretion of the Sponsor.

One (1) Google Nest Wi-Fi Smart Thermostat whose retail price is approximately two hundred and seven dollars (\$207) Canadian, including the Harmonized Sales Tax (HST). The value of the Google Nest Wi-Fi Smart Thermostat is based on the retailer prices, with the retailer and its pricing also being at the discretion of the Sponsor.

One (1) Philips Hue Colour Starter Kit - 4 Pack whose retail price is approximately two hundred and eighty-eight dollars (\$288) Canadian, including the Harmonized Sales Tax (HST). The value of the Philips

Hue Colour Starter Kit - 4 Pack is based on the retailer prices, with the retailer and it's pricing also being at the discretion of the Sponsor.

One (1) Google Nest Protect Wi-Fi Smoke & Carbon Monoxide Alarm whose retail price is approximately one hundred and seventy-one dollars (\$171) Canadian, including the Harmonized Sales Tax (HST). The value of the Google Nest Protect Wi-Fi Smoke & Carbon Monoxide Alarm is based on the retailer prices, with the retailer and it's pricing also being at the discretion of the Sponsor.

#### 6) CONTEST SCHEDULE, WINNER SELECTION AND WINNER NOTIFICATION:

The winner of the Prize will be randomly selected from any one of the previously stated entry methods.

#### 6A) DRAW DATES

The Prize winners (3 in total) will be randomly selected from all eligible entries received during the Contest Duration on Monday, September 2, 2024.

#### 6B) WINNER NOTIFICATION

Potential Prize winners will be notified by the Sponsor approximately one (1) to two (2) days following the applicable drawing that he/she is the potential winner of a Prize, via email or phone. In order to be declared the winner of a Prize, each selected Entrant will be required to correctly answer, unaided, a time-limited, mathematical skill-testing question by phone at a predetermined mutually convenient time. Each potential winner will be asked to communicate to the Sponsor as to how the winner would prefer to receive their Prize, to be determined directly with Sponsor with the understanding that no Prizes will be mailed to winners.

If any potential Prize winners do not respond to the Sponsor's Prize notifications within ten (10) days of the Sponsor replying, calling, emailing or leaving a voicemail message for the potential winner, the Sponsor will declare the potential winner to be disqualified from the Contest and to be ineligible to receive the Prize in the Contest for which he/she was eligible, and the disqualified potential Prize winner then will have no claim against the Sponsor in respect of the Contest or the Prize which they might otherwise have won. Final date to claim ownership of any drawn Prize to be permitted until 5:00 p.m. ADT on September 12, 2024. In event of unclaimed Prizes or ineligible winners, alternate Prize winners may be selected by the Sponsor from eligible entries until the prize is claimed.

#### 7) PRIZE INFORMATION / ODDS OF WINNING:

Limit one (1) Prize per person during the Contest Duration, i.e. once an eligible Entrant has won a Prize in one of the draws, as outlined above, the Entrant will not be eligible to win another Prize during the Contest Duration.

The odds of winning a Prize will depend on the number of eligible entries received in the Contest prior to the end of the Contest Duration.

8) ADDITIONAL PRIZE RESTRICTIONS/CONDITIONS:

(a) Prize transfers are not allowed, except with the express consent of the Sponsor (which may be withheld for any reason). Prizes must be accepted as awarded as-is and no substitutions, exchange, or conversion to cash will be made.

(b) Subject to the provisions of these Rules, only the number of Prizes described above will be available to be awarded in this Contest and in no event shall more than that number of each kind of Prize be awarded. Any refusal by a Prize winner to accept a Prize, as awarded and in its entirety, hereby releases and forever discharges the Sponsor from all obligations to the Prize winner, related to the Prize, including delivery of same and the Prize will not be awarded in the Contest.

(c) By participating in the Contest, each potential winner releases and agrees to indemnify and hold harmless Facebook Inc., Twitter, the Sponsor, plus parent companies of Prizes, and each of those entities' respective parent companies, subsidiaries, affiliates, franchisees, successors, independent contractors, and all of those entities' respective directors, officers, employees, representatives and agents from and against any and all liability for any and all costs, injuries, losses or damages of any kind, including, without limitation, death and injury and property loss or damage, due in whole or in part, directly or indirectly, to participation in the Contest, or arising out of participation in any Contest-related activity, or due or related to the acceptance, receipt, use or misuse of the whole or any part of any Prize or Prize-related activity (including any activity related thereto), or the use by the Sponsor or its designees of any entry or component thereof. The potential winners waive the right to assert as a cost of winning the Prize any and all costs of verification and redemption or travel to redeem said Prize, and any claim respecting liability and publicity which might arise from redeeming or seeking to redeem that Prize. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, ON THE PART OF THE SPONSOR, AND THE SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

(d) By participating in the Contest, each potential winner, for good and valuable consideration, receipt of which is by them acknowledged by their participation, agrees to the use (but not the obligation to use) by the Sponsor of their name, photograph, voice, and image, along with (or without) his/her address (town/city and Province) and to the use (but not the obligation to use) by the Sponsor of any statements made by or attributed to him/her in or in connection with the Contest, or the Prize, or both, in any and all media (including, without limitation, print, broadcast and Internet) now known or hereafter devised, worldwide, in perpetuity, in any language and throughout the universe for advertising, promotional, publicity or any other purposes as determined by the Sponsor, in its sole discretion, in connection with the Contest and in other promotions conducted by the Sponsor, or its parent, subsidiaries or affiliates, without further compensation, notice, approval or authorization, and hereby releases the Sponsor and its parent company, subsidiaries, affiliates, franchisees, successors, assigns, local corporate and non-corporate advertising cooperatives, advertising, promotion and public relations agencies, service agencies and independent contractors, and all of those entities' respective directors, officers, employees, representatives and agents, from any claims or liability arising out of or with respect to such use, if any.

9) GENERAL CONDITIONS:

(a) All decisions of the Sponsor concerning any matter involved in the Contest are final and binding in all respects, and all persons who enter the Contest agree to abide by all of the instructions and decisions of Sponsor. In the event of any dispute regarding the interpretation of any provision of these Rules, the decision or interpretation of the Sponsor in that regard shall be final and binding upon all persons who enter the Contest.

(b) All entries recorded are subject to verification by the Sponsor as being authentic. Any entry or declaration and release (if required), which, for any reason, is incomplete, altered, or contains false or misleading information is invalid and the person who submits such entry or document will be disqualified for the applicable Prize in the Contest.

(c) Participation in the Contest is subject to the Sponsor's Privacy Policy and to the Terms of Use. IF YOU DO NOT AGREE TO THE PRIVACY POLICY AND TERMS OF USE, DO NOT ENTER THE CONTEST, PROVIDE ANY INFORMATION ON THE WEBSITE(S) OR OTHERWISE USE THE WEBSITE(S) AS IT RELATES TO THE CONTEST.

(d) The Sponsor is not responsible for lost, late, incomplete, illegible, damaged, inaccurate, stolen, delayed, misdirected, mislabeled, failed or undelivered entries; or for lost, interrupted, failed, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, websites, telephone or cable transmissions, lines or other connections, or hardware or software malfunctions on computers or other electronic devices, or other technical failures or difficulties; or for transactions processed late or incorrectly due to computer or electronic malfunction; lost Prizes due to issues with Prize redemption arrangements; for the failure, interruption or delay of any entry or e-mail or mail or courier delivery or other communication to be received, delivered or sent in connection with the Contest, for the security or privacy of information transmitted via computer/electronic device networks; or for any breaches of privacy due to interference by third party computer "hackers", or other errors, difficulties, interventions, malfunctions, incompatibility, misconnection or miscommunication of any kind, whether human, virus, bug, mechanical, electronic, computer, network, typographical, printing or otherwise, relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, or in any Contest-related materials.

(e) This Contest is not endorsed, sponsored or promoted by Facebook, Inc. or Twitter nor are Facebook Inc. and Twitter associated with this contest. By entering the Contest, The Entrant agrees to release Facebook, Inc. and Twitter from any responsibilities in regards to the Contest.

10) GOVERNING LAW:

All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of the Entrant, potential winner or the Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of the Province of Prince Edward Island and the laws of Canada applicable therein. All eligible persons, the Sponsor, and all other

parties hereby attorn to the jurisdiction of the courts of the Province of Prince Edward Island, sitting in the City of Charlottetown, Prince Edward Island, Canada, in respect of the determination of any matter or dispute arising under or in respect of the Contest or these Rules and agree that any such determination shall be brought solely and exclusively before such courts in the Province of Prince Edward Island, Canada.

#### 11) DISQUALIFICATION/FORCE MAJEURE:

It is the Entrant's responsibility to ensure that they have complied with the conditions contained in these Rules. The Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or interfering with the operation of the Contest, or with the enforcement or functioning of these Rules; to be acting in violation of these Rules; or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt, undermine or corrupt the fair and proper administration, security or legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person. The Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law, which may include banning or disqualifying persons from entering the Contest and any future contests conducted by the Sponsor. A potential winner may be required to provide the Sponsor with proof that the potential winner is the person identified within the Entrant entry method. No illegible, incomplete, forged, software generated or other automated entries will be accepted. Entries made by any other individual or any entity, and/or originating at any other mechanism, including but not limited to commercial contest subscription notification and/or entering services, will be declared invalid and disqualified for this Contest. Subject to any governmental approval which may be required, the Sponsor reserves the right, without prior notice and at any time, to terminate the Contest, in whole or in part, or cancel, modify, amend, suspend or reinstate the Contest in any way, with no obligation or liability, subject to applicable law, if it determines, in its sole discretion, that the Contest is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions, viruses, bugs or any other cause or any nature which is beyond the reasonable control of the Sponsor have destroyed, severely undermined, or adversely affected the security, integrity, feasibility and/or proper administration of the Contest. In the event the Sponsor is prevented from continuing with the Contest as contemplated herein by any event beyond its control, or any federal, provincial or local government law, order, or order of any court or jurisdiction, then the Sponsor shall have the right to modify, amend, extend, suspend, or terminate the Contest. If the Contest is terminated before the designated end date, the Sponsor will select winners in a random drawing from all eligible, non-suspect entries received in the Contest as of the date of the event giving rise to the termination. The Sponsor will have no liability whatsoever if, for any reason, the Contest is not capable of running as planned or for any loss or damage incurred by any person as a result of participation in the Contest or related to or resulting from any material related to this Contest, or any other matter, occurrence, act or omission arising in respect of the Contest.

#### 12) ENTRANT'S PERSONAL INFORMATION:

By entering the Contest, Entrants consent to the collection, use and disclosure of their personal information for the purposes set out herein. Entrants also consent to the Sponsor and their respective

designees using their personal information for the following purposes: (i) to contact Contest Entrants, (ii) for data analysis, (iii) for internal reporting, and (iv) for general purposes in association with the Contest. The Sponsor will treat all personal information provided to it under the Contest as confidential information and will act in accordance with privacy laws.

13) CONTACT INFORMATION:

For additional clarity on any aspect of these Rules, please call 1-800-670-1012 between 9:00 a.m. and 4:00 p.m. Monday to Friday to speak to a Sponsor's Customer Service Representative.