

## **The Power of Art 2020 Contest Official Rules & Regulations (the "Rules")**

**THIS CONTEST IS OPEN TO CANADIAN RESIDENTS ONLY AND IS GOVERNED BY CANADIAN LAW**

### **1. CONTEST ADMINISTRATOR**

The Power of Art 2020 Contest (the "**Contest**") is run by the Canadian Electricity Association (275 Slater Street, Suite 1500, Ottawa, ON, K1P 5H9) (the "**Contest Administrator**") in conjunction with the Contest Parties (as hereinafter defined).

### **2. CONTEST PERIOD**

Valid contest entries (each, an "**Entry**", and collectively the "**Entries**") will be accepted online from Wednesday, February 5, 2020 at 9:00 a.m. Eastern Standard Time ("**EST**") and ends on Friday, May 15, 2020 at 11:59:59 p.m. EST (the "**Contest Period**"). Prizes will be awarded in June 2020.

### **3. ELIGIBILITY TO ENTER**

The Contest is open only to Canadian residents who are at least three (3) years of age at the time of entry (each, an "**Entrant**", and collectively the "**Entrants**"); provided that no Entrant who is below the age of majority in his/her province or territory of residence (a "**Minor**") shall be permitted to enter the Contest without the consent of his/her parent or legal guardian. In such cases, the Rules shall apply to both the Minor and to the Minor's parent or legal guardian. For greater certainty, a Minor's Entry must be made by either the parent or legal guardian of such Minor on the Minor's behalf. In these Rules "**you**" means (i) in the case of an Entrant who has reached the age of majority in his/her province or territory of residence, such Entrant, and (ii) in the case of an Entrant who is a Minor, such Minor and his/her parent or legal guardian as the context suggests.

Notwithstanding the generality of anything herein contained, the Contest Administrator reserves the right, in its sole and absolute discretion, to contact the parent or legal guardian of any Entrant who is a Minor at any point during the Contest Period for the purposes of verifying such parent or legal guardian's: (i) agreement to be legally bound by these Rules; (ii) consent to the Minor's participation in the Contest; and (iii) consent to the collection of the Minor's personal information in connection with the Contest. If a Minor does not provide his or her parent or legal guardian's contact information at the request of the Contest Administrator, then such Minor shall be disqualified from participating in the Contest. Similarly, in the event it is discovered that parental consent was not obtained, the entry will be void. If a Minor is selected as a potential winner of a Prize (as defined below), the Prize shall not be awarded to the Minor unless both the Minor and the Minor's parent or legal guardian have signed and returned the Licence (as described in these Rules). Prizes won by Minors will be delivered to the Minor's parent or legal guardian.

The Contest is not open to employees, representatives and agents of the Contest Administrator, prize suppliers, or their respective divisions, subsidiaries, affiliates, franchisees, shareholders, members, officers, directors, representatives, agents, advertising and promotion agencies, Contest suppliers or judges (collectively, the "**Contest Parties**"), or members of the immediate families (defined as parents,

siblings, children and spouses, regardless of where they live) of persons domiciled with (whether related or not), any of the above. For greater certainty, any person who is not a Canadian resident at the time of entry is not eligible to enter the Contest.

#### **4. AGREEMENT TO BE LEGALLY BOUND BY RULES**

By entering (or attempting to enter) the Contest, you accept and agree to be legally bound by these Rules and all decisions of the Contest Administrator and/or the Contest Judges (as hereinafter defined), who may be employees or independent contractors of the Contest Administrator, with respect to any and all aspects of the Contest, including without limitation the eligibility or disqualification or rejection of Entrants or Entries, shall be final and binding without right of appeal.

#### **5. HOW TO ENTER**

To enter, go to <https://electricity.ca/deliver/national-electricity-month/power-of-art/> (the "**Website**") during the Contest Period and follow the on-screen instructions to access the official Contest Entry Form (the "**Entry Form**"). All fields must be completed unless indicated as optional. You will be required to confirm your eligibility, provide your contact information (full legal name, age, address, city, province and postal code, telephone number, email address, etc.), select the appropriate age group (the "**Group**") for the Entrant, provide a photo of the Entrant's Design (as hereinafter defined), complete and submit a Non-Exclusive Licence and Waiver of Moral Rights substantially in the form appended to these Rules (the "**License**"), and confirm your acceptance of these Rules.

The Entry Form (and related materials) may only be completed and submitted through the Website.

IMPORTANT NOTE REGARDING ONLINE SUBMISSION: Upon submitting your Entry through the Website, you will be provided with a confirmation number (your "**Number**"). You must write your Number on the back of the Design and mail it (in an envelope with sufficient Canadian postage) to the Contest Administrator at Canadian Electricity Association, 275 Slater Street, Suite 1500, Ottawa, ON K1P 5H9. Your Design must be received by the Contest Administrator by no later than Friday, May 15, 2020 at 11:59:59 p.m. EST. A Design submitted by you without your Number written on the back of it will not be considered.

#### **6. CONDITIONS APPLICABLE TO AN ENTRY**

The following conditions apply to every Entry:

##### **a) Only One Entry**

Each Entrant may submit only one (1) Entry to the Contest. Duplication or any attempts to exceed the maximum number of entries per Entrant (by any means or in any way whatsoever) is in violation of these Rules and will result in disqualification of the Entrant.

##### **b) Contest Administrator's Right to Verify**

Notwithstanding anything to the contrary herein contained, the validity of any Entry and the identity of any Entrant may be subject to verification by the Contest Administrator at any time (including, without limitation, at the time of declaring the Winners (as hereinafter defined)) and for any reason.

The Contest Administrator reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Contest Administrator – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry, materials and/or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Contest Administrator deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest. Failure to provide such proof to the complete satisfaction of the Contest Administrator within the timeline specified by the Contest Administrator may result in disqualification in the sole and absolute discretion of the Contest Administrator. The sole determinant of the time for the purposes of this Contest will be the official time keeping device(s) used by the Contest Administrator.

Any incomplete or fraudulent Entry will be rejected. Any Entry under suspicion of plagiarism will be disqualified. Any Entrant or purported entrant who enters or attempts to enter the Contest in a manner which is contrary to these Rules or which is otherwise disruptive to the proper operation of the Contest or by its nature is unjust to other Entrants or potential entrants will be rejected and that Entrant or purported entrant will be disqualified.

## **7. SUBMISSION REQUIREMENTS**

Every Entry must comply with the following requirements:

### **a) General**

Entrants must create an artistic drawing, painting or other non-digital representation on paper (the "**Design**") depicting the "future of electricity" (the "**Theme**"). FOR THE AVOIDANCE OF DOUBT, THE TITLE, THE DESIGN, AND THE DESCRIPTION MUST BE CREATED BY THE ENTRANT. To be considered, the Entrant's Design must never have been previously selected as a winner in any other contest. A Design drawn by multiple individuals will not be accepted.

### **b) Design's Particulars and File Format**

- The Design must be a hand-drawn illustration with a background and must not be created, altered or otherwise enhanced in a digital manner.
- The Design must be two-dimensional in nature but may include any non-digital artistic medium (any paint including water paint, colour markers, crayons, etc.).
- Measurements and Weight:
  - Maximum Height x Width x Depth: 3 feet (3') x 3 feet (3') x 3 inches (3")
  - Maximum Weight: 15 pounds (15 lbs)
- The photo of the Design submitted by the Entrant must be of a sufficient quality to allow the Contest Judges (as hereinafter defined) to properly and clearly see and judge the Design (two megabytes (2 MB) maximum) and must be in JPEG/JFIF, JPEG 200, TIFF, PNG, or PDF format.

## 8. REPRESENTATIONS AND WARRANTIES

By entering (or attempting to enter) the Contest, you hereby represent and warrant that the Design, together with its title and description (as same must be provided in the Entry Form where indicated):

- i) is original to the Entrant and that all necessary rights in and to the Entry (and all individual components thereof) have been obtained for the purposes of entering the Contest;
- ii) does not violate any law, statute, ordinance or regulation;
- iii) does not contain any reference to or likeness of any identifiable third parties;
- iv) will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party; and is not defamatory, trade libelous, pornographic or obscene, and further that they will not contain, depict, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups (including, without limitation, any competitors of the Contest Administrator); content that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of the Contest Administrator; any identifiable third party products, trade-marks, brands and/or logos, other than those of the Contest Administrator; conduct or other activities in violation of these Rules; and/or any other materials that are or could be considered inappropriate, unsuitable or offensive, all as determined by the Contest Administrator in its sole and absolute discretion.

## 9. THE PRIZES AND APPROXIMATE RETAIL VALUES

The prizes available to be won (each, a "**Prize**" and collectively, the "**Prizes**") will consist of one (1) 32 GB iPad (approximate retail value of CDN \$429.00) for the first-place winner in each of the four (4) Groups (each a "**Winner**", and collectively the "**Winners**"), one (1) \$250 pre-paid Visa for the second-place winner in each of the four (4) categories and one (1) \$100 pre-paid Visa for the third-place winner in each of the four (4) categories for a total of twelve (12) Prizes. Each Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by the Contest Administrator in its sole and absolute discretion). The Groups are as follows:

Age Group (Grade Level)
JK-3
Grades 4-6

Grades 7-12
Adult (18+)

The Contest Parties make no express or implied warranties of any kind with respect to safety, or performance of this Prize. Prizes are subject to change. Retail values are shown in Canadian Dollars. The Contest Administrator reserves the right, in its sole and absolute discretion, and for any reason whatsoever, to substitute any Prize, or any part thereof with an alternate prize of equivalent value, including, without limitation, but at Contest Administrator’s sole and absolute discretion, a cash award.

None of the Contest Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of any Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, each confirmed Winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from any of the Contest Parties should his/her Prize in any way be unsatisfactory.

**10. WINNER SELECTION PROCEDURE**

At the close of the Contest Period, all Designs will be reviewed by a panel of judges appointed by the Contest Administrator (the "**Contest Judges**") who will judge each Design on the basis of the following equally weighted criteria (the "**Criteria**"):

<b>Criteria</b>	<b>Weighting</b>
1. Expressiveness of Message	1/3
2. Uniqueness	1/3
3. Artistry	1/3

Each Design will be given a score by the Contest Judges (as determined by the Contest Judges, in their sole and absolute discretion), expressed in the number of points out of a maximum possible of 100 for each of the three (3) criteria (the "**Score**"). Odds of being selected as an eligible winner of a Prize therefore depend on the number and calibre of Entries submitted in each Group during the Contest Period in accordance with these Rules.

In each Group, the eligible Entrants associated with the Design with the top three (3) eligible Entries based on total Scores (the "**Selected Entrants**") will, subject to compliance with section 11 below, be selected as

the Winner for a Prize in their Group. For the avoidance of doubt, there shall be a total of twelve (12) Winners for this Contest, i.e. three (3) for each Group. In the event of a tie between the Scores of two (2) or more Designs within the same Group, the Entrant associated with the Design with the highest score on Criterion 1 (and in the event of a further tie, Criterion 2 followed by Criterion 3) will become the Selected Entrant for such Group and will, subject to compliance with section 11 below, be selected as the Winner for such Group. In the event of an exact tie within a Group based on Criteria 1, 2 and 3, a new panel of judges will be appointed by the Contest Administrator to break the tie in accordance with the procedure outlined above. Judging is scheduled to be completed on or about May 25, 2020 (the "**Selection Date**").

Notwithstanding the generality of the foregoing, these Rules do not in any way whatsoever create an obligation on the Contest Administrator's part to select the number of Winners specified above. For greater certainty, the Contest Administrator reserves the right, in its sole and absolute discretion, not to select any Winner whatsoever.

## **11. WINNER NOTIFICATION AND CONFIRMATION PROCEDURE**

### **a) Notification Procedure**

Notwithstanding the generality of anything herein contained, to be declared a Winner, the Selected Entrant must, in addition to meeting the Contest eligibility criteria and otherwise complying with these Rules, first be reached by email by the Contest Administrator (the "**Notification**") and respond within the seven (7) business days immediately following the date of the Notification.

If a Selected Entrant does not respond to the Notification within the allocated timeline or cannot be contacted as outlined above, or if there is a return of the Notification as undeliverable; then he/she may, in the sole and absolute discretion of the Contest Administrator, be disqualified (and, if disqualified, will forfeit all rights to the Prize and the Contest Administrator reserves the right, in its sole and absolute discretion and time permitting, to select an alternate Entrant based on the next highest Score received in the applicable Group in accordance with these Rules to be the new Selected Entrant in that Group (in which case the foregoing provisions of this section shall apply to such new Selected Entrant).

### **b) Confirmation Procedure**

No one is a Winner unless and until the Contest Administrator officially confirms him/her as a Winner in accordance with these Rules. Before being confirmed a Winner, each Selected Entrant will be required to send within seven (7) business days of the date of the Notification a photo of himself or herself of quality and in a format satisfactory to the Contest Administrator, in its sole and absolute discretion, to be published on the Website or any other website and/or used in any promotional material.

Without limiting the generality of anything herein contained, if a Selected Entrant failed to comply with the above-noted procedure, then he/she may, in the sole and absolute discretion of the Contest Administrator, be disqualified (and, if disqualified, will forfeit all rights to the Prize and the Contest Administrator reserves the right, in its sole and absolute discretion and time permitting, to select an alternate Entrant based on the next highest Score received in the applicable Group in accordance with

these Rules to be the new Selected Entrant in that Group (in which case the foregoing provisions of this section shall apply to such new Selected Entrant).

## **12. LIMITATION OF LIABILITY/NO WARRANTY**

By entering (or attempting to enter) the Contest, you acknowledge and agree that the Contest Parties and each of their respective employees, directors, officers, representatives, agents and assigns (i) shall have no liability of any kind whatsoever with respect to this Contest, the delivery, acceptance, receipt, possession, awarding, use or misuse, inability to use, and defect of any Prize, the use of any Entry (or any component thereof), the participation by any person in any Contest-related activities and/or any use, collection, storage and disclosure of personal information, (ii) make no warranty, guaranty or representation of any kind concerning any Prize, (iii) disclaim any implied warranty, and (iv) are not liable for injury, loss or damage of any kind resulting from the Entrant's acceptance, use or misuse of any Prize or otherwise from such Entrant's participation in this Contest. The Contest Parties are not responsible for typographical or other errors in the offer or administration of this Contest, including but not limited to errors in advertising, the Rules, the selection and announcement of Winners, or the distribution of the Prizes.

## **13. INDEMNIFICATION**

By entering (or attempting to enter) the Contest, you agree to release, defend, indemnify and hold harmless the Contest Parties and each of their respective employees, directors, officers, representatives, agents and assigns from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees) of whatever nature or kind arising out of, or in connection with your participation or attempted participation in the Contest, compliance or non-compliance with these Contest rules and acceptance and use of any Prize or any portion thereof, including, without limitation, any claim based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related or other cause of action whatsoever. These indemnification obligations shall continue in full force and effect following the termination of the Contest and/or awarding of any Prize.

## **14. GENERAL CONDITIONS**

All Entry materials submitted become the property of the Contest Administrator. This Contest is subject to all applicable federal, provincial/territorial and municipal laws.

The Contest Parties will not be liable for: (i) any failure of any website or any platform during the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry, Entry materials, or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to any computer or other device related to or resulting from participating in the Contest; (v) anyone being incorrectly and/or mistakenly identified as a Winner or Selected Entrant; and/or (vi) any combination of the above.

The Contest Administrator reserves the right, in its sole and absolute discretion and without prior notice or obligation, to withdraw, amend, suspend, cancel or terminate this Contest, in whole or in part, (or to amend these Rules) in any way, in the event of any cause or circumstance, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, unauthorized or automated voting, fraud or failure of any kind whatsoever, or any other cause or circumstance within or beyond the reasonable control of the Contest Administrator that interferes with the proper conduct of this Contest as contemplated by these Rules. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by Contest Administrator in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Contest Administrator reserves the right to seek remedies and damages to the fullest extent permitted by law.

Without limiting the generality of the foregoing, the Contest Administrator reserves the right to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by the Contest Administrator, for the purposes of verifying compliance by any Entrant, Entry, Entry materials and/or other information with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Contest Administrator, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

For residents of Quebec, any litigation respecting the conduct and awarding of the prizes in this contest may be submitted to la Regie des alcools, des courses et des jeux du Quebec only for the purpose of helping the parties reach a settlement.

By entering (or attempting to enter) the Contest, each Entrant expressly consents to the Contest Administrator, its agents and/or representatives, storing, sharing and using the personal information submitted for the purpose of administering the Contest and in accordance with applicable privacy laws. This section does not limit any other consent(s) that an individual may provide the Contest Administrator or others in relation to the collection, use and/or disclosure of their personal information.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: the French version of these Rules, point of sale, television, print or online advertising and/or any instructions or interpretations of these Rules given by any representative of the Contest Administrator; the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. If 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.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, Contest Administrator or any of the other Contest Parties in connection with the Contest will be governed



by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Rules or relating to this Contest.