



## **CONTEST RULES AND REGULATIONS**

### **DIRECT ENERGY FREE ENERGY TUG OF WAR CONTEST (the “Contest”)**

The Contest is sponsored by Direct Energy Marketing Limited (the “**Sponsor**” or “**Direct Energy**”). The Contest starts at 9:00 a.m. MST March 7, 2025 and ends at 11:59 p.m. MST on March 9, 2025 (the “**Contest Closing Date**”).

1. **ELIGIBILITY:** The Contest is open to (i) legal residents of Canada currently residing in the Province of Alberta; and (ii) who are at least eighteen (18) years of age at the time of entry. Employees, agents, and representatives (and persons with whom they are domiciled and their immediate family members) of the Sponsor, its subsidiaries, affiliates, and its sponsors, advertising and promotional agencies, are not eligible to enter the Contest. For purposes of these Official Contest Rules, an “immediate family member” is defined as a parent, sibling, child, or spouse.
2. **HOW TO ENTER: NO PURCHASE NECESSARY.** To enter you must complete the entry form found through the NHL’s app “Tradeable Bits”. To enter, entry forms must include your first and last name, postal code, email address, and your year of birth. Limit of one (1) entry per person per day.
3. **ODDS OF WINNING AND ENTRY CONDITIONS:** Odds of winning depend upon the number of eligible entries received by the Contest Closing Date. All entries must be received by the Contest Closing Date in order to qualify. Sponsor will not be responsible for late, delayed, misdirected, lost, or incomplete entries. By entering the contest, entrants accept and agree to be bound by these Official Contest Rules and accept the decisions of the Sponsor as final and binding in all respects.
4. **PRIZE:** One (1) prize available to be won, consisting of a cash credit applied as a bill credit for the supply portion of their Direct Energy account, including taxes and fees, of his or her residential meter rate electricity and/or natural gas account of \$2,500.00 CAD (the “**Prize**”). The Prize must be accepted as awarded and is non-refundable. The Sponsor, in its sole discretion, reserves the right to

substitute the Prize, or any component thereof, with a prize of equal or greater value.

#### NOTIFICATION AND PRIZE CLAIM CONDITIONS:

On or about March 12, 2025 a random draw will be conducted from all eligible entries received by the Contest Closing Date for the purpose of selecting one (1) potential winner (subject to satisfying the prize claim conditions below).

In order to be declared an official winner, the selected entrant will be: (i) required to successfully answer a mathematical skill-testing question, without assistance of any kind, whether mechanical or otherwise and, may not substitute a third party to answer the skill testing question on his/her behalf; (ii) sign and return a standard Declaration and Release form releasing the Sponsor from any liability in connection with this Contest or the use, misuse, awarding or possession of any prize (the "**Release**") by the return date specified in the Prize notification letter, or he or she will forfeit his or her respective Prize; and (iii) otherwise comply with these Official Rules

Failure to (i) correctly answer the math skill-testing question and (ii) sign and return the Release within the specified time in the prize notification letter or (iii) comply with any terms or conditions of these Official Rules may result in the selected entrant's disqualification, forfeiture of his or her interest in the Prize, and the award of the Prize to an alternative entrant. The selected entrant may waive his or her rights to receive the Prize. No prize transfers, substitutions, assignments, exchange or cash redemptions, or cash equivalents are permitted except at the sole discretion of the Sponsor. In the event of such a forfeiture, or if a selected entrant is unreachable, the prize notification letter is returned as undeliverable, or if the selected entrant declines acceptance of the Prize, the Sponsor has a right to randomly draw for an alternative entrant in a random drawing among the remaining eligible entries.

**LIMITATION OF LIABILITY AND RELEASE:** The Contest is subject to all applicable Federal, Provincial, and Municipal laws and regulations and void where prohibited. The Sponsor shall not be held responsible for any accident, negligence, printing, typographical, administrative or other errors that may arise or occur in connection with the contest with no obligation or liability, subject to applicable law. By entering this Contest, entrants shall indemnify, defend and hold harmless Sponsor, any prize supplier, and the National Hockey League and each of the foregoing respective members, shareholders, directors, employees, officers, and agents (collectively, the "**Released Parties**"), including, without limitation, their advertising and promotion agencies, from and against any and all liability, damages, or causes of action (however named or described) with respect to or arising of either (i) entrant's participation on the Contest; or (ii) the receipt or use or misuse of the Prize awarded herein; or (iii) the administration of the Contest and

distribution of the Prize awarded herein; and (iv) any and all claims, judgments, damages, liabilities, penalties and fines of any kind, stemming from participation in this Contest.

No correspondence will be entered into except with selected entrants All entries become the property of the Sponsor and will not be returned. No responsibility will be taken for any failure of the contest website during the promotion or for any problems or technical malfunction of a telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, failure of any e-mail, on-line, or internet entry to be received by the Sponsor on account of technical problems or traffic congestion on the internet or at any website, or any combination thereof including any injury or damage to an entrant's or any other person's computer related to or resulting from playing or downloading any material in the promotion.

By accepting the prize, if applicable, the entrant releases and agrees to hold the Sponsor and the Released Parties , including, without limitation, their advertising and promotion agencies, harmless against any and all manner of actions, causes of action, suits, debts, covenants, contracts, claims, and demands, including legal fees and expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract, fundamental breach, liability for physical injury, death, or property damage which the entrant or his/her administrators, heirs, successors, or assigns might have or could have, by reason of or arising out of the entrant's participation in the Contest and/or in connection with the acceptance and/or use by the entrant of the prize awarded, if applicable.

5. PUBLICITY RELEASE:.

By accepting the Prize, the winner consents to the use of his/her name, city of residence, video image, voice, and/or photograph in any related advertising or publicity conducted by Sponsor without further notification or compensation and hereby releases Sponsor from any liability with respect thereto.

6. RIGHT TO MODIFY, SUSPEND OR TERMINATE: Sponsor reserves the right, in its sole discretion, to cancel or suspend the contest, in whole or in part, without notice, for any reason whatsoever, including, the internet portion of the Contest should a virus, bug or any other cause beyond the reasonable control of the Sponsor corrupt the security or proper administration of the contest, or the odds of winning. Any attempt to deliberately damage any website or to undermine the legitimate operation of the Contest is a violation of criminal and civil laws, and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. Entries are subject to verification and will be declared invalid if they are forged, falsified, altered, or tampered with in any way.

In the event of a dispute regarding the identity of the person submitting an electronic entry, the entry will be deemed submitted by the “authorized account holder” provided that person meets all eligibility criteria set forth in the Eligibility section of these Official Contest Rules and Regulations. “Authorized Account Holder” shall mean the natural person assigned to the email or text messaging address by an internet service provider, on-line service provider, phone company, mobile phone service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email/text messaging addresses for the domain associated with the submitted email/text message address. The Sponsor reserves the right at its sole discretion, to disqualify any individual (and all of his or her entries) who tampers with the Contest, including the entry process.

PRIVACY: Each entrant acknowledges that Sponsor will collect personal data about the entrant in order to administer this Contest and prize fulfillment in accordance with its privacy policy. Please review Direct Energy’s privacy policy at <https://www.directenergy.ca/en/privacy-policy> and the Calgary Sports and Entertainment Corporation Privacy Policy at <https://www.nhl.com/flames/team/privacy-policy>. Your personal information will only be used for the purposes of administering this Contest and we will not share your information with any third party, except where expressly required by law.