

## **HAIDA GWAII OLD FRIDGE CONTEST OFFICIAL CONTEST RULES**

### **1. CONTEST PERIOD:**

British Columbia Hydro and Power Authority (“**BC Hydro**”) Haida Gwaii Old Fridge Contest (the “**Contest**”) begins on September 21, 2024 at 8:00 a.m. Pacific Time (“PT”) and ends on October 31, 2024 at 11:59 p.m. PT (the “**Contest Period**”).

### **2. ELIGIBILITY:**

The Contest is open to all BC Hydro customers on Haida Gwaii who, comply with these Official Contest Rules (the “Contest Rules”). Employees of BC Hydro, its affiliates, advertising and promotional agencies and the immediate family and household members of those persons are not eligible.

Existing refrigerators must be manufactured in 2008 or earlier to be eligible. Upon delivery of the replacement (new) refrigerator, entrants must be willing to have their existing eligible refrigerator removed from the premises and recycled in accordance with all applicable laws.

### **3. HOW TO ENTER:**

**NO PURCHASE REQUIRED.** To enter for a chance to win, complete the following steps during the Contest Period:

- (a) Go to the online entry form: **URL required**
- (b) Fill out the required fields in the entry form
- (c) Click the ‘submit’ button at the bottom of the form

Anyone who carries out the steps described above and complies with these Contest Rules including but not limited to the eligibility requirements will be entered in the contest. All Contest entries must be received by the end of the Contest Period. BC Hydro is not responsible for and accepts no liability for late, lost, misdirected, delayed, or incomplete entries.

### **4. NOTIFICATION OF SELECTED ENTRANTS:**

After the Contest Period, BC Hydro or its designated agent will review all Contest entries to confirm eligibility and select entrants.

Selected entrant(s) will be contacted by phone or email and be required to (a) sign and return a Declaration, Consent, and Release form which confirms compliance with these Contest Rules, acknowledges acceptance of the new refrigerator, as awarded, and releases BC Hydro from any

and all liability in connection with this Contest and the prize and (b) answer questions pertaining to their existing eligible refrigerator to facilitate ordering a replacement refrigerator.

If the selected entrant cannot be contacted, fails to complete and return the Declaration, Consent, and Release form within ten (10) business days after being contacted, or cannot accept the prize for any reason, then at BC Hydro’s sole discretion, that selected entrant will be disqualified. BC Hydro is not responsible for the failure for any reason whatsoever, including its own negligence or due to computer, telephone or technical problems, of a selected entrant to receive notification or for BC Hydro to receive a response from a selected entrant.

### **5. PRIVACY:**

BC Hydro will use any personal information provided with the Contest entry and fulfilment, including the entrants' name, address, postal code, phone number, and email address for the purpose of administering the Contest as contemplated by these Contest Rules. BC Hydro collects and uses personal information and runs this Contest in furtherance of its conservation mandate under the *Clean Energy Act* (British Columbia) as amended or replaced from time to time and in accordance with the provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia).

If you have any questions about how BC Hydro collects, uses or discloses your personal information, please contact [erin.monaghan@bchydro.com](mailto:erin.monaghan@bchydro.com). You may also consult the Privacy Statement found at [www.bchydro.com](http://www.bchydro.com) for more information.

#### **6. LIMITATION OF LIABILITY:**

By entering this Contest, all entrants agree to release, discharge and hold harmless BC Hydro and its partners, affiliates, advertising/promotional agencies, and their employees, officers, directors, representatives and assigns from any claims, losses and damages arising out of their participation in this Contest and the acceptance, possession, use, or misuse of the any prize awarded hereunder. BC Hydro and its employees, officers, directors, agents, contractors, representatives, affiliates, subsidiaries, independent judges or advertising/promotion agencies (collectively, the “**Released Parties**”) assume no responsibility whatsoever for delayed, failed, partial or garbled computer or fax transmissions; technical failures of any kind, including, but not limited to lost, interrupted or unavailable network server, Internet Service Provider (ISP), website or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, fax or cable transmissions, lines or technical failures or difficulties; the incorrect or inaccurate capture or failure to capture information whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in this Contest or other information; the failure to capture any such information; errors of any kind whether human, mechanical, electronic, network or otherwise arising out of or relating to this Contest; theft, loss, destruction or damage to entries, in whole or in part; or other factors beyond their reasonable control. Released Parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Contest or downloading materials to or from or use of the web site. Persons who tamper with or abuse any aspect of this Contest or website, as solely determined by BC Hydro will be disqualified.

#### **7. RIGHT TO MODIFY OR TERMINATE:**

BC Hydro reserves the right to withdraw, modify or terminate or any part of this Contest by publishing a notice on [www.bchydro.com](http://www.bchydro.com) website if for any reason the Contest is not capable of running as planned, including technical failure or corruption, computer virus, tampering, unauthorized intervention, fraud or any other cause beyond the control BC Hydro which in the opinion of BC Hydro affects the administration, security, fairness, integrity or proper conduct of this Contest.

#### **8. GENERAL CONDITIONS:**

By entering the Contest, entrants accept and agree to be bound by these Contest Rules and the decisions of BC Hydro, which shall be final and legally binding. BC Hydro reserves the immediate right to disqualify any entrant which it deems, in its sole discretion, (a) is not in compliance with these Contest Rules, (b) tampers with the entry process, the Contest, or the website; or (c) is acting in an uncooperative, disruptive, abusive, or threatening manner. No correspondence will be entered into by BC Hydro with respect to the Contest except with the selected entrant(s). The

Contest is subject to the laws of the Province of British Columbia and all applicable federal and municipal laws. The sole jurisdiction to resolve any disputes concerning this Contest is the Province of British Columbia.