

# BC HYDRO TEAM POWER SMART (TPS) SMART HOME CONTEST OFFICIAL CONTEST RULES NO PURCHASE REQUIRED

#### 1. CONTEST PERIOD:

British Columbia Hydro and Power Authority ("BC Hydro") Team Power Smart Smart Home Contest (the "Contest") begins on June 2, 2021 at 12:00 a.m. Pacific Time ("PT") and ends on July 28, 2021 at 11:59 p.m. PT (the "Contest Period").

# 2. ELIGIBILITY:

The Contest is open to all residents of British Columbia who, at the time of entry:

- (a) are members of Team Power Smart;
- (b) have reached the age of nineteen (19) years;
- (c) have high speed internet coverage with a minimum speed of 15Mbps;
- (d) are the homeowners or have permission of their landlords prior to installation of the Prize; and
- (e) otherwise 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.

## 3. HOW TO ENTER:

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

- (a) Existing Team Power Smart members:
  - (i) Click on the link to the Contest provided in the e-mail;
  - (ii) Complete the required information in the entry form; and
  - (iii) Submit the entry form.
- (b) New Team Power Smart members:
  - (i) register to be a member of Team Power Smart;
  - (ii) on or after June 2, 2021, click on the 'Member Toolbox' section;
  - (iii) Click on the link to the Contest
  - (iv) Complete the required information in the entry form;
  - (v) and Submit the entry 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 for a chance to win. 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.

LIMIT ONE (1) ENTRY PER PERSON. Any person who enters more than the allowable number of entries into the Contest and/or uses multiple names or identities will be disqualified by BC Hydro.

# 4. PRIZES:

## The Prize

There are 5 prizes available to be won (each a "Prize").

Each Prize consists of a three year subscription to TELUS SmartHome Security "Control" package which includes the following equipment and services and has a combined total approximate retail value of \$2,500:

# Rental equipment:

- o Control Panel
- 3 Door/Window sensors
- o 2 motion sensors
- 1 smoke sensor
- o 1 smart thermostat
- 3 smart light bulbs

# Non-rental equipment:

2 smart plugs

#### Services:

- Free guard service (where available)
- Free installation

# Limit of One (1) Prize Per Household

Prizes are not transferable and must be accepted as awarded with no substitutions in cash or otherwise. BC Hydro reserves the right, in the event that any prize or any component of a prize cannot be awarded as described for any reason, to substitute another prize or component of a prize of equal or greater value, without liability. Prizes are subject to any terms, conditions, and restrictions imposed by their issuer or manufacturer.

# Conditions on Prize Acceptance

Acceptance of the Prize is subject to the following conditions:

- Eligible winners must enter into a three year agreement with TELUS governing the terms and conditions of the service.
- o Cannot be combined with other TELUS SmartHome Security promotional offers.
- Minimum system requirements apply. Final eligibility for the services will be determined by a licensed and certified TELUS technician including the installation of video equipment.
- Minimum internet speeds of 15Mbps are required to ensure any video components are added to the system.

- Full regular price applies after the promotional free period of three years (36 months), currently \$30/month for the Smarter Home (smart automation plus) plan, \$42/month for the Advanced Protection (secure) plan, and \$62/month for the Total Protection (control + video) plan. Regular price is subject to change without notice.
- All rental equipment must still be returned to TELUS if the service is cancelled or a charge will apply. Rental equipment must be returned in good condition upon cancellation of service, otherwise the replacement cost will be charged to the account.
- For complete details about the conditions on Prize acceptance, please visit <a href="https://www.telus.com/en/smarthome-security?linktype=ge-meganav">https://www.telus.com/en/smarthome-security?linktype=ge-meganav</a>

## 5. WINNER SELECTION:

A random draw will be conducted on or around August 16, 2021 by BC Hydro or its designated agent to select 5 entries from all eligible Contest entries.

The chances of winning depend on the total number of eligible entries received.

## 6. WINNER NOTIFICATION:

Before being declared a winner, selected entrants will be contacted by phone or email and be required to (a) correctly answer a time-limited mathematical skill-testing question without mechanical or other assistance and (b) sign and return a Declaration, Consent, and Release form which confirms compliance with these Contest Rules, acknowledges acceptance of the Prize as awarded, and releases BC Hydro from any and all liability in connection with this Contest and the Prize. BC Hydro will make at least 2 attempts over the 7 days following the draw to contact the selected entrant. If the selected entrant cannot be contacted, fails to correctly answer the mathematical skill-testing question, fails to complete and return the Declaration, Consent, and Release form within 5 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 and another entrant will be selected by random draw from remaining eligible entries. 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. In the event of a dispute regarding the identity of the entrant of an online entry, the entry will be deemed submitted by the holder of the associated email account.

#### 7. 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 teampowersmart@bchydro.com. You may also consult the Privacy Statement found at www.bchydro.com for more information.

# 8. LIMITATION OF LIABILITY:

## The Prize

BC Hydro provides the TELUS SmartHome Security "Total Protection" subscription "AS IS" and makes no representations or warranty as to the merchantability or fitness for a particular purposes of the TELUS SmartHome Security "Total Protection" subscription and BC Hydro will not in any event be responsible or liable to the Prize winner for any damage, loss or injury whatsoever caused in whole or in part by any reliance or use of the TELUS SmartHome Security "Total Protection" subscription, including those resulting from any security breaches or break-ins.

BC HYDRO IS NOT RESPONSIBLE FOR ANY SUBSCRIPTION FEES, COSTS FOR PRODUCTS, AND OTHER RELATED COSTS AFTER 3 YEAR TERM AS PROVIDED HEREIN. UPON ACCEPTANCE OF THE PRIZE, EACH WINNER IS SOLELY RESPONSIBLE FOR ALL MATTERS IN CONNECTION WITH THE PRIZE, SUCH AS MAKING ARRANGEMENTS DIRECTLY WITH TELUS TO MODIFY, EXTEND, OR CANCEL THE SERVICES, AND ALL COSTS RELATED THERETO, INCLUDING, BUT NOT LIMITED TO, SUBSCRIPTION OR CANCELLATION FEES, AND EQUIPMENT REMOVAL COSTS.

# Participation in Contest

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. CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF APPLICABLE CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, BC HYDRO RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW.

# 9. 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 <a href="www.bchydro.com">www.bchydro.com</a> 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.

# 10. 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, unsportsmanlike, 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.