

**“WILSONS HEATING WIN YOUR NEW HEATING SYSTEM’ (“CONTEST”) THIS CONTEST IS OPEN TO NOVA SCOTIA RESIDENTS ONLY AND IS GOVERNED BY CANADIAN LAW.**

**1. CONTEST PERIOD:**

Contest begins on January 28, 2019 at 12:01 a.m. AST and ends on April 30, 2019 at 11:59 p.m. AST (the “Contest Period”).

**2. ELIGIBILITY:**

Contest of the promotion is eligible to residential sites in Wilsons’ service areas (Bridgewater and area, Kentville and area, Halifax and area, Truro and area, New Glasgow and area) Who are eighteen (18) years of age or older at the time of entry, except employees, representatives or agents (and those with whom such persons are domiciled) of the Wilsons Fuel Company Limited (the “Sponsor”), its parent companies, subsidiaries, affiliates, dealers (including, without limitation ) distributors, prize suppliers, advertising/promotion agencies and the Contest judges (collectively, the “Contest Parties”).

**3. HOW TO ENTER:**

NO PURCHASE NECESSARY. In order to qualify for entry into the contest, entrants must submit a request for a site visit and receive a quote for a new heating system by April 30, 2019. To enter, go to <https://homeheating.wilsons.ca/spring-thaw-event.html> (the “Website”), follow the on-screen instructions to fully complete the entry form, which requires you to: (i) enter the information as indicated on the entry form; and (ii) agree to the terms and condition of these Official Rules and Regulations (the “Rules”). Once you have fully completed the entry form, click the “submit” button to complete your entry (the “Entry”). You can also print off a form and mail it to 473 Cobequid Road, Sackville, NS B4C 4E9. To be eligible, your Entry must be received within the Contest Period. All eligible Entries received during the Contest Period will be entered into the random prize draw (see Rule 5).

There is a limit of one (1) Entry per household address permitted during the Contest Period. For greater certainty, you can only use one (1) email address to enter the Contest. If it is discovered that you have attempted to: (i) submit more than one (1) Entry per person/email address/household address during the Contest Period; or (ii) use more than one (1) email address to enter the Contest; then (in the sole discretion of the Sponsor) you may be disqualified from the Contest and all of your Entries may be voided. Your Entry will automatically be rejected if the entry form is not fully completed and submitted during the Contest Period. Use of any automated system to enter or otherwise participate in this Contest is prohibited and will automatically result in disqualification.

**4. THE PRIZE AND APPROXIMATE RETAIL VALUE:**

There will be two (2) prizes available to be won as follows: The prizes will consist of: A new Heating system as per your quote from Wilsons (the prize consists of a selection of the following equipment, based on the quote obtained at time of entry: AirEase propane forced air furnaces, Kerr oil-fired forced air furnaces and boilers, Viessmann oil and propane boilers, Ductless split heat pumps, Central heat pumps as quoted by Wilsons) up to the value of \$15,000.00 \* Inclusive of labour, options, HST and any other taxes. The prize includes installation of the heating system. The prize must be accepted as awarded and is not transferable or convertible to cash. No substitutions except at Sponsor’s option. Sponsor reserves the right, in its sole discretion, to substitute the prize or a component thereof with a prize of equal or greater value.

The prize will only be awarded to the person whose full name, household address, and valid email address appear on the official Contest entry form. The Sponsor is not responsible if the installation is cancelled, delayed or rescheduled for any reason. The winner is solely responsible for all costs not specifically mentioned above as included in the prize description.

If the selected winner has already had their qualifying system installed during the contest period, they will be credited the eligible amount onto their Wilsons account. If the selected winner has already had their qualifying system installed and has chosen to finance that system, they will be credited the amount they've already paid onto their Wilsons account and will not be required to pay the remaining eligible amount.

## **5. RANDOM PRIZE DRAW AND WINNER SELECTION:**

Contest winners will be randomly drawn May 9, 2019 at 12 p.m. AST, Two (2) eligible entrant will be selected by random draw from among all eligible Entries received during the Contest Period. The odds of winning depend on the number of eligible Entries received during the Contest Period.

The Sponsor or its designated representative will make three (3) attempts to contact the selected entrant(s) by telephone or email (using the information provided at the time of entry) within three (3) business days of the Draw Date. If a selected entrant cannot be contacted within three (3) attempts or three (3) business days of the Draw Date (whichever occurs first), or there is a return of any notification as undeliverable; then that selected entrant will be disqualified and the Sponsor reserves the right, in its sole discretion and subject to time constraints, to randomly select an alternate eligible entrant from among the remaining eligible Entries.

BEFORE BEING DECLARED A WINNER, the selected entrant will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid; and (b) sign and return within two (2) business days of notification the Sponsor's declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the prize as awarded; (iii) releases the Contest Parties and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the "Releases") from any and all liability in connection with this Contest, the selected entrant's participation therein and/or the awarding and use/misuse of the prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of the selected entrant's name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by the Contest Parties in any manner whatsoever, including print, broadcast or the internet. The winner's guests must all be 18 years of age or older and will be required to sign and return a standard liability/publicity release within a stipulated time frame. If a selected entrant: (a) fails to correctly answer the skill-testing question; and/or (b) fails to return the properly executed Contest documents within the specified time, then he/she will forfeit the prize and Sponsor reserves the right, in its sole discretion and subject to time constraints, to randomly select an alternate eligible entrant from among the remaining eligible Entries for the applicable Region.

## **6. GENERAL CONDITIONS:**

All Entries become the property of the Sponsor. The Releases assume no responsibility for lost, delayed, incomplete, incompatible or misdirected Entries. This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Entries and/or entrants.

The Releasees will not be liable for any failure of the Website during the Contest; for any technical malfunction or other problems relating to the telephone network or lines, computer online systems, servers, access providers, computer equipment or software; for the failure of any entry to be received by the Contest Parties for any reason including, but not limited to, technical problems or traffic congestion on the internet or at any website; or any combination of the above. Further, the Releasees will not be liable for any injury or damage to an entrant's or any other person's computer related to or resulting from participating or downloading any material in the Contest.

All Entries are subject to verification. The Sponsor reserves the right, in its sole discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor) to participate in this Contest. Failure to provide such proof in a timely manner may result in disqualification. The sole determinant of the time for the purposes of a valid

Entry in this Contest will be the Contest server machine(s). The Sponsor reserves the right, in its sole discretion, to withdraw or amend this Contest (or to amend these Rules) in any way, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules. Any attempt to deliberately damage any website or to undermine the legitimate operation of this 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.

The Sponsor reserves the right, in its sole discretion, to cancel or suspend this Contest, or to amend these Rules without prior notice or obligation, for any reason whatsoever including in the event of any accident, printing, administrative, or other error of any kind.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her Entry only for the purpose of administering the Contest and in accordance with Sponsor's privacy policy (available at: [www.wilsonshh.ca](http://www.wilsonshh.ca)) unless the entrant otherwise agrees.

## **7. LANGUAGE DISCREPANCY**

In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: the Contest entry form and/or point of sale, television, print or online advertising; the terms and conditions of these Rules shall prevail, govern and control.

## **8. INDEMNIFICATION BY ENTRANT:**

By entering the Contest, entrant releases and holds the Sponsor harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize, participation in the Contest, any breach of the Contest Rules, or in any Prize-related activity. The entrant agrees to fully indemnify the Sponsor from any and all claims by third parties relating to the Contest, without limitation.

## **9. LIMITATION OF LIABILITY:**

The Sponsors assume no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The Sponsors are not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. The Sponsors assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsors are not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing. The Sponsors are not responsible for any injury or damage to entrant or to any computer related to or resulting from participating or downloading materials in this Contest. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any Prize. The Sponsors assume no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Sponsors, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest, the Contest Website. The Sponsors

reserve the right in their sole discretion, to cancel, terminate, or suspend this Contest or to modify the Contest rules at any time without notice.

#### **10. PRIVACY / USE OF PERSONAL INFORMATION:**

By participating in the Contest, entrant: (i) grants to the Sponsors the right to use his/her name, mailing address, telephone number, and e-mail address ("Personal Information") for the purpose of administering the Contest, including but not limited to contacting and announcing the Winners; and (ii) acknowledges that the Sponsors may disclose his/her Personal Information to third-party agents and service providers of any of the Sponsors in connection with any of the activities listed in (i).

#### **11. INTELLECTUAL PROPERTY:**

All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Sponsors and/or their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

#### **12. TERMINATION:**

Sponsors reserve the right, in their sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.

#### **13. LAW:**

These are the official Contest Rules. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsors. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and the Sponsors in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Nova Scotia including procedural provisions 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.