## Contest Rules - Online Contest to promote April as Safe Digging Month

This contest is only open to residents in British Columbia and Alberta in Canada and residents of Washington State in the USA

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY. SEE BELOW FOR FULL CONTEST DETAILS. PARTICIPATION IN THE CONTEST CONSTITUTES YOUR FULL AND UNCONDITIONAL ACCEPTANCE OF, AND AGREEMENT TO BE LEGALLY BOUND BY, THESE CONTEST RULES (THE "CONTEST RULES")

#### **CONTEST PERIOD**

1. The Contest begins on Thursday, April 1, 2021 at 12 am Pacific Daylight Time (PDT) and ends on Friday, April 30, 2021 at 11:59 pm PDT

#### **ELIGIBLITY**

2. The Contest is open to all residents of British Columbia and Alberta in Canada and Washington State in the USA who have reached the age of majority in their province or state of residence at the time of entry, EXCEPT employees (and those with whom such employees are domiciled) of Trans Mountain Corporation (the "Sponsor") and its affiliates, subsidiaries, advertising and promotion agencies and suppliers.

#### **HOW TO ENTER**

- NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY. To participate in the Contest you must:
  - a. Method 1 (recommended): Complete an online survey at www.transmountain.com/safe-digging by answering the quiz questions and clicking the "submit" button.
  - b. Method 2: Alternatively, request a hardcopy survey package by calling Trans Mountain at 1.866.514.6700 and submit as directed by Trans Mountain.
  - c. Participants must accurately complete all required fields, or the entry will be characterized as incomplete and will not qualify.

## DRAW AND WINNER SELECTION

- 4. On May 28, 2021, one eligible entrant will be selected by random draw from all eligible entries received during the Contest Period. The odds of winning depend on the number of eligible entries received.
- 5. The selected entrant will be contacted by phone or email (whichever is available) and notified that they are eligible to win. The entrant must reply within three business days of notification and provide the Sponsor with a contact phone number (if contacted by email). The Sponsor will then email, and the selected entrant will be required to sign and return within one business day of notification a declaration of eligibility and a liability release, which:
  - a. Confirms compliance with contest rules
  - b. Releases the Sponsor, its affiliated companies and agents, representatives, successors and assigns from any liability in connection with the Contest, the entrant's participation therein and/or the awarding and use or misuse of the prize or any portion thereof; and
  - c. The selected entrant must correctly answer a mathematical skill-testing question.

If a selected entrant cannot be contacted by phone or email within one calendar day of selection or there is a return of any prior notification as undeliverable, fails to correctly answer the skill-testing question, or fails to return the contest documents within the specified time, the selected entrant will be disqualified and will forfeit the prize, and the Sponsor reserves the right to select an alternate entrant from among the remaining eligible entries.

# **PRIZE**

6. There will be one prize available to be won consisting of one Apple iPad Air 10.9" 64GB (approximate retail value \$800.00) ("Prize"). The prize is given with no written, express, or implied warranty.

The Prize must be accepted as awarded and is not transferable or convertible to cash. No substitutions are allowed.

#### **GENERAL**

- 7. By entering the Contest, each entrant agrees to abide by these Contest Rules. The Contest is subject to all applicable federal, state/provincial and municipal laws. Void where prohibited by law. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal.
- 8. Sponsor reserves the right to cancel, suspend, withdraw or amend this Contest in any way, without prior notice or obligation, in the event of an error, technical problem, computer virus, bugs, tempering, 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 Contest Rules. Any attempt to deliberately 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, including criminal prosecution.
- 9. Entries are subject to verification at any time and for any reason. The Sponsor reserves the right in its sole and absolute discretion to require proof of identity and/or eligibility (in a form of acceptable to the Sponsor 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 entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with these Rules. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification in the sole and absolute discretion of the Sponsor.
- 10. Any attempt or suspected attempt to use robotic, automatic, programmed or otherwise, illicit means to enter the Contest, or any other methods not authorized by these Contest Rules, shall be deemed as tempering and may disqualify you from entering, participating, winning prizes (defined herein), and preclude you from participating in future contests and promotions, at the sole discretion of the Sponsor. Entries that are late, lost, stolen, illegible, contain false information, are damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular or that do not conform with or satisfy any or all of the conditions of these Rules will be judged void. All Entries become the property of the Sponsor upon receipt and none will be

- returned. Proof of transmission (screenshots or captures, etc) does not constitute proof of receipt.
- 11. Without limitation, the Sponsor, its agents, its advertising and promotion agencies 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 Sponsor, its advertising and promotion agencies 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 Sponsor, its advertising and promotion agencies 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.
- 12. In the event of a dispute, Entries will be deemed to have submitted by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the person who is assigned an email address by an Internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. If the identity of an online entrant is disputed, the authorized account holder associated with the email account at the time of entry will be deemed to be the entrant. A selected entrant may be required to provide proof that they are the authorized account holder for the email address associated with the selected Entry.
- 13. 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 their Entry only for the purpose of administering the Contest and in accordance with Sponsor's Privacy policy (available at <a href="www.transmountain.com/privacy">www.transmountain.com/privacy</a>) unless the entrant otherwise agrees to receive further communications from the Sponsor.