

**Fox Plumbing Heating Cooling Electrical – Referral Rewards - Breathe Clear Duct
Cleaning Contest Giveaway!**

OFFICIAL CONTEST RULES AND REGULATIONS

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.

The following promotion is intended for British Columbia and Alberta, Canada and will be construed and evaluated according to Canadian laws as indicated below. Please do not enter if you are not a home owning resident of British Columbia or Alberta with a residence in the Fox Plumbing Heating Cooling and Electrical Service Area.

IMPORTANT: PLEASE READ THESE OFFICIAL RULES AND REGULATIONS ("**OFFICIAL RULES**") BEFORE ENTERING THE 'FOX PLUMBING HEATING COOLING ELECTRICAL - SERVICE PARTNER PLAN GIVEAWAY' (THE "**CONTEST**") ORGANIZED BY FOX PLUMBING HEATING COOLING ELECTRICAL ("**SPONSOR**"). BY ENTERING THIS CONTEST, YOU REPRESENT THAT YOU SATISFY ALL OF THE ELIGIBILITY REQUIREMENTS IN RULES 1 AND 2 BELOW AND YOU ARE DEEMED TO HAVE READ AND TO AGREE TO BE BOUND UNCONDITIONALLY BY THESE OFFICIAL RULES.

THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK OR INSTAGRAM. ALL CONTEST PARTICIPANTS ACKNOWLEDGE AND AGREE BY PARTICIPATING IN THIS CONTEST THAT THEY ARE PROVIDING THEIR INFORMATION TO THE SPONSOR AND NOT TO FACEBOOK OR INSTAGRAM. FACEBOOK AND INSTAGRAM ARE COMPLETELY RELEASED OF ALL LIABILITY BY EACH ENTRANT IN THIS CONTEST. USE OF FACEBOOK OR INSTAGRAM TO ENTER THE CONTEST, ACCESS THE CONTEST PAGE, OR INTERACT WITH THE SPONSOR VIA FACEBOOK OR INSTAGRAM IS GOVERNED BY, AND SUBJECT TO, THE FACEBOOK AND INSTAGRAM TERMS OF USE, AS POSTED ON THE FACEBOOK SITE AND INSTAGRAM SITE AND UPDATED FROM TIME TO TIME.

Void where prohibited by law.

1. HOW TO ENTER

Contest begins at 8:00:01 a.m. Pacific Time ("PT") on Friday January 6th, 2023 and ends at 11:59:59 p.m. PT on Friday March 31st, 2023 (the "**CONTEST PERIOD**"). To participate in the Contest, at any time during the Contest Period individuals may visit <http://www.foxandsons.ca/referral>(the "**WEBSITE**"), and complete and submit an online entry form (an "**ENTRY**") prior to 11:59:59 p.m. PT at the end of the Contest Period. Limit of one (1) Entry per person and per email address, regardless of method of entry. All Entries must be manual. Automated Entries are prohibited, and any use of automated devices will result in disqualification from the Contest. Separate data charges may apply to Entries submitted using a mobile device.

2. ELIGIBILITY

To be eligible to participate in the Contest by submitting an Entry, you must:

- A. be a home owner and resident of BC or Alberta with a residence in the Fox Plumbing Heating Cooling and Electrical Service Area.
- B. have reached the age of 19 at the time you submit your Entry.

You are not eligible to participate in the Contest by submitting an Entry if you are: (a) an employee, representative or agent of Sponsor or an employee of a representative or agent of Sponsor (an "**EMPLOYEE**"); (b) an immediate family member (defined as mother, father, brother, sister, son, daughter, including "in-laws," or spouse, regardless of where you reside) of an Employee (a "**FAMILY MEMBER**"); or (c) a person domiciled with an Employee or a Family Member.

At any time, Sponsor will have the right to request from any individual who has participated in the Contest by submitting an Entry (each an "**ENTRANT**"), proof of identity and/or eligibility to participate. Failure to provide proof within a reasonable time or the provision of false or misleading information could result in the Entrant's disqualification. Contest is subject to all applicable provincial, and local laws and regulations. Sponsor reserves the right to disqualify any Entrants who, in Sponsor's sole discretion, do not comply with these Official Rules or who otherwise tamper with the entry process. Void outside British Columbia and Alberta Canada, and where prohibited by law.

3. PRIZE

There is one (1) grand prize available to be won, a onetime Breathe Clear Duct Cleaning - *Unlimited Vents + Antibacterial Fogging*. After a winner is declared, the winner will cooperate and liaise with Sponsor and/or its authorized representative to register, book, and organize the installation of the Grand Prize. Subject to these Official Rules, the Grand Prize will include the following components:

- Breathe Clear Duct Cleaning
- Unlimited Vents + Antibacterial Fogging

The exact details and components of the Grand Prize will be finalized between by Sponsor, in consultation with the winner, after a winner has been declared, and all such details and components will be subject always to Sponsor's sole and absolute discretion.

The actual retail value of the Grand Prize will not exceed \$699.00 CDN (the "Maximum Retail Value of the Breathe Clear Duct Cleaning").

The Grand Prize is not transferable and must be accepted as awarded. The Grand Prize cannot be substituted or redeemed for cash or otherwise, except in Sponsor's sole discretion. All components of the Grand Prize must be approved by Sponsor and Sponsor reserves the right, at its sole discretion, to refuse, amend or otherwise change any and all components of the Grand Prize. Sponsor reserves the right to substitute any or all components of the Grand Prize

for components of equivalent or greater value (as determined by Sponsor in its sole discretion) if the Grand Prize or any component thereof cannot be awarded as described for any reason.

By participating in the Contest by submitting an Entry, you:

- A. acknowledge that your right to claim the Grand Prize if selected or declared as the winner is subject to these Official Rules;
- B. further acknowledge that, if selected or declared as the winner, there may be circumstances (as set out in these Official Rules) in which you may be required to forfeit your right to claim the Grand Prize, including if (i) if you are disqualified from participating in the Contest for the reasons listed in Rule 4,
- C. agree that, if you are required to forfeit your right to claim the Grand Prize as described in paragraph (B), you will waive any claim you may have (at that time or in the future) to the Grand Prize, and you further agree to release and forever discharge the Sponsor and its representatives, including employees, agents, licensees, successors, assigns, contractors and subcontractors from any and all liability arising from your forfeiture of the Grand Prize; and
- D. agree to execute and deliver any further releases and documents as may be reasonably necessary, in Sponsor's sole discretion, to give full effect to paragraph (C).

If the Grand Prize is forfeited at any time after Sponsor has declared a Contest winner, then Sponsor may, at Sponsor's sole discretion, select a new winning Entrant using the procedure set out in Rule 4.

4. SELECTION OF WINNER and WINNER NOTIFICATION

On or about Tuesday April 4th 2023, at or around 1:00 p.m. PT a random draw will be conducted by the Sponsor or its authorized representative to select one (1) potential winning Entry from all eligible Entries received during the Contest Period. Odds of winning are dependent upon the total number of eligible Entries received during the Contest Period. Sponsor or its authorized representative will attempt to contact the selected Entrant by email once per day for three (3) consecutive business days. The selected Entrant will have a further five (5) consecutive business days to respond via email, phone or voicemail. If the selected Entrant does not respond as required under this Rule 4, or responds but is deemed to be ineligible in Sponsor's sole discretion, or is unable or unwilling to comply with these Official Rules that selected Entrant will be disqualified and another potential winning Entrant will be randomly selected from the remaining eligible Entries and contacted in accordance with this Rule 4. Sponsor is not responsible for any change in an Entrant's email address or for any failure whatsoever of Entrant to receive Sponsor's notification or for Sponsor to receive a selected Entrant's response.

Before being declared the winner, a selected Entrant must first correctly answer, without assistance of any kind, whether mechanical or otherwise, a **time-limited mathematical skill testing question** to be administered by Sponsor or its authorized representative by phone or Email.

5. RELEASES

Before being declared the Contest winner, the selected Entrant will be required to sign a declaration of eligibility and release form (the "**RELEASE**") indicating that the selected Entrant: (a) has complied and agrees to comply with these Official Rules; (b) accepts the Grand Prize as offered; (c) will keep his/her winning notification confidential until notified by Sponsor; (d) releases Sponsor, its agents, employees, contractors, Facebook, Inc., Instagram, and any other parties to be added to the Release in Sponsor's sole discretion (the "**RELEASED PARTIES**") from any and all liability arising from his/her participation in the Contest or his/her acceptance, use, misuse or awarding of the Grand Prize (including any associated travel); (e) indemnifies the Released Parties from any and all losses that Sponsor may incur arising out of any act or omission by him/her in connection with the Contest or the Grand Prize; and (f) except where prohibited by law, acknowledges Sponsor's and its authorized representatives' right to publish and/or broadcast the Contest winner's picture, name, address, voice, likeness and/or statements without further compensation other than the Grand Prize offered. The wording of the Release will be determined by Sponsor, in its sole discretion. Sponsor may also add such other terms and conditions to the Release as Sponsor, in its sole discretion, may deem necessary.

The selected Entrant must return the Release by the date indicated on the document. If the Release is not returned on time or is returned as non-deliverable, or if the selected Entrant answers the skill-testing question incorrectly or is disqualified for any other reason, the selected Entrant may be required to forfeit the Grand Prize in its entirety, at Sponsor's sole discretion. If the Grand Prize is forfeited in accordance with this Rule 5, another potential winning Entrant will be randomly selected from the remaining eligible Entries using the procedure set out in Rule 4.

6. PRIVACY

By participating in the Contest by submitting an Entry, you:

A. consent that your personal information (including your name, Province of residence, postal code, email address and, in the event that you are selected as the Contest winner, your full mailing address, photograph, voice, likeness and/or statements) is being collected by Sponsor for the purposes of operating, administering and promoting the Contest;

B. consent to the disclosure and storage of, and access to, this personal information, inside of Canada, for any and all purposes in connection with your participation in, and the operation, administration and promotion of, the Contest (including, if you are selected as the winner, the disclosure of your personal information on the Website, the Mobile Website, the Facebook Page, Instagram Page, and other media accessible to the general public);
and

C. at the time of submitting your Entry, you consent to the further use of your email address and mailing address by Sponsor for the purpose of sending you further home service information electronically or by mail.

The consents listed above are effective as of the date on which you submit your Entry.

Your personal information is collected, used and disclosed by Sponsor pursuant to sections 26 (c) and (d) of the Freedom of Information and Protection of Privacy Act (BC) for the purposes set out in this Rule 6. All questions regarding the collection, use and disclosure of your personal information by Sponsor may be directed to: Marketing Manager, Fox Plumbing Heating Cooling Electrical 1701Kosmina Rd, Vernon, British Columbia V1T 8T1, tel: 250-545-8028 (SUBJECT: Fox Plumbing Heating Cooling Electrical – Referral Rewards Contest Inquiries). Your personal information will be kept confidential and will not be shared with any third parties, except as necessary for the operation, administration and promotion of this Contest in accordance with these Official Rules and as may be required by law. You acknowledge that you understand that your personal information is collected by Sponsor.

7. LIMITATION OF LIABILITY

Sponsor assumes no responsibility for and under no circumstances will Sponsor, its agents, employees, contractors and assigns be liable to any person or business entity for any direct, indirect, special, incidental, consequential or other damages based on any Entrant's participation in the Contest, including for: (i) Entries which are incomplete, unintelligible, lost, late or misdirected; (ii) technical failures of any kind, including but not limited to failure of the Internet, the Website, the Mobile Website or the Facebook Page or Instagram Page during the Contest Period, any problems, failure or technical malfunction of any telephone network or lines, online or electronic systems, servers, access providers, computer hardware or software, incomplete, garbled or delayed Internet/e-mail computer or mobile device transmissions on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof or other failures related to hardware, software or virus; (iii) unauthorized human intervention in any part of the entry process or the Contest; (iv) technical or human error related to the administration of the Contest or the processing of Entries; (v) any injury, loss or damage of any kind which may be caused, directly or indirectly, in whole or in part, from any Entrant's, winner's or Selected Guest's participation in the Contest and/or the Grand Prize or any component thereof; (vi) any use of the Website, the Mobile Website, the Facebook Page or any other website to which the Website, the Mobile Website or the Facebook Page is linked (including without limitation any injury or damage to an Entrant's or any other person's computer or mobile device relating to or resulting from participation or downloading any materials in this Contest); or (vii) any Entrant's failure to abide by the Official Rules. The limitations of liability set out in this Rule 7 apply, without limitation, to any lost profits, business interruption or loss of programs or information and will apply even if Sponsor has been specifically advised of the possibility of such damages.

8. ACKNOWLEDGMENT AND RELEASE BY ENTRANT

By participating in the Contest by submitting an Entry, you hereby release : (i) Sponsor and its representatives, including employees, agents, licensees, successors, assigns, contractors and subcontractors, from any and all liability whatsoever, and waive any and all causes of action related to any injury, loss or damage of any kind to any person or persons, whether intentional

or unintentional, related to or resulting in whole or in part, directly or indirectly, from your participation in this Contest.

You hereby acknowledge that you understand that the Contest is organized solely by Sponsor and its authorized representatives, and that the Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, Inc. or Instagram.

9. WARRANTY DISCLAIMER

The Website and all of the information they contain is provided "as is" without warranty of any kind, whether express or implied. All implied warranties, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, and non-infringement, are hereby expressly disclaimed. The Grand Prize and all components thereof are awarded "as is" and without warranty of any kind, express or implied.

10. MISCELLANEOUS

All decisions of Sponsor or its authorized representatives will be final and binding in all matters relating to this Contest. Sponsor reserves the right, without prior notice, to cancel, terminate, modify or suspend the Contest if, for any reason, the Contest is not capable of running as planned or if the administration, security, fairness, integrity, or proper conduct of the Contest is corrupted or adversely affected, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond its control. In the event of cancellation of the Contest, Sponsor may randomly select a winning Entry from all eligible Entries received prior to cancellation in accordance with Rule 4. Sponsor reserves the right, to amend the Official Rules without prior notice if any factor interferes with the proper conduct of the Contest as contemplated by these Official Rules. Should multiple users of the same e-mail account enter the Contest and a dispute thereafter arise regarding the identity of the Entrant, the authorized account holder of said email account at the time of entry will be considered the Entrant. "Authorized account holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization which is responsible for assigning email addresses or the domain associated with the submitted e-mail address.

If any term or provision of these Official Rules is invalid, illegal or unenforceable, all other terms and provisions of these Official Rules will nonetheless remain in full force and effect.

These Official Rules are governed by, and are to be construed in accordance with, the laws of the province of British Columbia and the federal laws applicable therein, excluding any rules respecting the choice of law or conflict of laws that would lead to the application of any other Laws.

For a copy of these Official Rules or for the name of the declared Contest winner, send a request along with a self-addressed stamped envelope to: Marketing Manager, Fox Plumbing Heating Cooling Electrical PO Box 20115 Vernon, BC V1T 9L4.

Sponsor:
Fox Plumbing Heating Cooling Electrical
R 1701 Kosmina Rd
Vernon, British Columbia
Canada V1T 8T1

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The Sponsor's failure to enforce any item of these Official Rules will not constitute a waiver of that provision. When terms such as "may" are used in these Official Rules, the Sponsor has sole and absolute discretion.