

## OFFICIAL CONTEST RULES AND REGULATIONS

### Enbridge Paperless Billing Contest– December 1st, 2018 to January 31<sup>st</sup>, 2019

#### SECTION 1 - CONTEST, NINE CASH PRIZES [\$1,000 each]

**WHO CAN ENTER:** This Contest is open to all residential customers of Enbridge Gas Distribution Inc. ("Enbridge") who are at least 19 years of age and within the Enbridge Gas Distribution Inc. ("Enbridge") franchise area. There is **only one entry per household**. Please note that Employees of, Enbridge Gas (the "Sponsor"), their subsidiaries and affiliated companies and each of their respective directors, officers, employees, agents, representatives, advertising or promotional agencies, members of their immediate families and persons with whom any of the foregoing are domiciled are not eligible to participate in this Contest. Residents of Quebec are not eligible to participate in this Contest.

**CONTEST PERIOD:** The Contest starts on December 1<sup>st</sup>, 2018 and closes on January 31<sup>st</sup>, 2019 at 11:59 pm (the '**Close Date**'). The period in which the Contest is open to entrants from December 1<sup>st</sup>, 2018 until January 31<sup>st</sup>, 2019 is referred to as the 'Contest Period'.

**HOW TO ENTER: NO PURCHASE NECESSARY.** All entrants who register for the Enbridge Paperless Billing service during the Contest Period and that remain paperless billing customers on the Draw Dates, will be automatically entered in the Contest to win a cash prize. Weekly draw dates will be held on December 10<sup>th</sup>, 17<sup>th</sup>, 24<sup>th</sup>, 31<sup>st</sup>, January 7<sup>th</sup>, 14<sup>th</sup>, 21<sup>st</sup>, 28<sup>th</sup> and February 4<sup>th</sup>.

Enbridge is not responsible for lost, late, damaged, illegible, stolen, misdirected, misidentified, postage due or incomplete entries, for any problems or technical or mechanical malfunction of any telephone systems, computer on-line systems, servers, access providers, computer equipment, software, failure of any entry to be received by Enbridge on account of technical problems or traffic congestion on the Internet or at any website, or inaccurate entry information, whether caused by equipment, programming used in this Contest, human processing or otherwise, or any combination thereof.

**PRIZES:** There are nine prizes of \$1,000 (one thousand dollars) to be won. The draw will take place weekly starting December 10<sup>th</sup> 2018 (the "Draw Date") at the offices of Enbridge. All entries must be received by 11:59 pm on January 31<sup>st</sup>, 2019 to be eligible for the Prize draw. The Prize or Prize Notification will be issued by courier.

Prizes are non-transferable and non-assignable. No substitution of prizes is permitted except by Enbridge. All prizes will be awarded. The odds of winning are dependent upon the number of eligible entries received.

**RANDOM DRAW: 9 (NINE)** names will be selected during the Draw Dates in a random draw from among all eligible entries received for the Contest. Enbridge reserves the right to require proof of age and jurisdiction of residence prior to awarding any prize.

**WINNER NOTIFICATION:** Winning entrant(s) will be notified by email, mail or phone within 48 hours of the draw. Winning entrants will be required to acknowledge by phone, via email or in writing his or her receipt of notification of eligibility for prize, correctly answer a mathematical skill-testing question, and sign an affidavit and return it to Enbridge within ten (10) business days of the date on which it is sent to entrant for signing. If no response is received by Enbridge within ten (10) business days of notification, the prize will be forfeited and may be awarded to an alternate winner in a random draw from the remaining eligible entries.

**GENERAL:** Enbridge is not responsible for any costs associated with claiming any prize. Winners are solely responsible for the reporting and payment of any and all taxes, if any, that may result in claiming a prize in this Contest.

Entries in any way tampered with, forged, mutilated, incomplete, illegible, photocopied or mechanically reproduced, or submitted by or through fraudulent means, may be disqualified, in the sole discretion of Enbridge. This includes any entry that does not comply with these Contest Rules in any respect.

Decisions of Enbridge are final on all matters of fact, interpretation, eligibility, procedure and fulfillment in respect to this Contest. Enbridge reserves the right at any time to withdraw this Contest or to modify, amend, or supplement these rules, in its sole discretion, subject to applicable law.

By participating in this Contest, the winners consent to the use by Enbridge of their name, hometown, age, and photograph for any lawful purpose, without further permission or compensation, except where prohibited by law. The winners agree to abide by and be bound by these Contest Rules.

Any personally identifiable information collected during an individual's participation in the Contest, will be collected and used by Enbridge for the purposes of the proper administration and fulfillment of the Contest as described in these Contest Rules and for the purpose of paperless billing and will not be shared with any third party except as required by law, or to conform with legal process or to protect or defend the legal rights or property of Enbridge.

Enbridge, their subsidiaries and affiliated companies and each of their respective directors, officers, employees, agents, representatives, advertising, promotion, and fulfillment agencies, and legal advisors are not responsible for and shall not be liable for: (i) telephone, electronic, hardware or software program, network, Internet, or computer malfunctions, failures, or difficulties of any kind; (ii) failed, incomplete, garbled, or delayed computer transmissions; (iii) any condition caused by events beyond the control of Enbridge, that may cause this Contest to be disrupted or corrupted; (iv) any injuries, losses, or damages of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in this Contest; or (v) any printing or typographical errors in any materials associated with this Contest. Enbridge reserves the right, in their discretion, to suspend or cancel this Contest at any time if a computer virus, bug, tampering, unauthorized intervention, or other technical problem of any sort corrupts the administration, security, or proper play of this Contest. Enbridge also reserves the right to disqualify, in their sole discretion, any person tampering with the entry process, the operation of the Web site, or who is otherwise in violation of these Official Rules. Any attempt to damage the Enbridge website or undermine the legitimate operation of the Contest is a violation of criminal and civil laws. Should such an attempt be made, Enbridge reserves the right to prosecute violators to the fullest extent allowable by law.

By participating in this Contest, each participant agrees to release and hold Enbridge, their subsidiaries and affiliated companies and each their respective directors, officers, employees, agents, representatives, advertising, promotion, and fulfillment agencies, and legal advisors, harmless from any and all losses, damages, rights, claims and actions of any kind in connection with this Contest or resulting from acceptance, possession, or use of any prize, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy.

Except where prohibited, participants (or, if a minor, the parent or legal guardian) agree that (1) any and all disputes, claims or causes of action arising out or connected with the Contest or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by arbitration or alternate dispute resolution; (2) any and all claims, judgments and awards shall be limited to actual out of pocket costs incurred in participation but in no event attorney's fees; and (3) under no circumstances will a participant be entitled to obtain awards for and participants hereby waive all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket costs,

and any and all rights to have damages multiplied or otherwise increased. Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Contest Rules and the decisions of Enbridge in connection with the Contest, shall be governed by and construed in accordance with the laws of Ontario, without regard for conflict of laws doctrine.

Should any term or provision of this paragraph or any other rule herein be concluded to be void, unenforceable or contrary to applicable law as provided herein, such term or provision shall, but only to the extent necessary to bring the rule within the requirements of such law, be deemed to be severed from the other terms and conditions; and the remainder of these Official Rules shall be given effect as if it had not included the severed item.

A list of prize winners will be posted on the Enbridge website. This Contest is subject to all Federal, Provincial and local laws. Void where prohibited or restricted by law.