



## OFFICIAL CONTEST RULES AND REGULATIONS

### ENBRIDGE 2019 SMELLFIE CONTEST – FEBRUARY 3 TO DECEMBER 31, 2019

**WHO CAN ENTER:** This Contest is open to all Ontario residents who are 18 years of age or older. Ontario residents who are under 18 years of age may enter the Contest provided they have permission to enter from their parent or legal guardian (see below). This Contest is being promoted and administered by Enbridge Gas Inc. (the "Sponsor"). Employees of the "Sponsor" its 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.

**CONTEST PERIOD:** The Contest starts on February 3, 2019 and closes on December 31, 2019 at 11:59 p.m. (the 'Closing Date'). The period in which the Contest is open to entrants from February 3, 2019 until December 31, 2019 is referred to as the 'Contest Period'.

**PRIZES:** There are five (5) prizes of five hundred dollars (\$500) available to be won. Prizes are non-transferable and non-assignable. No substitution of prizes is permitted except by the Sponsor.

**ODDS OF WINNING:** The odds of winning are dependent upon the number of eligible entries received.

**HOW TO ENTER: NO PURCHASE NECESSARY. Limit one entry per person.**

Participants can enter the Contest by visiting the Enbridge booth and/or table at events across our franchise area in Ontario. A full list of events which is subject to change and is updated periodically is available at [www.enbridgegas.com/smellfie](http://www.enbridgegas.com/smellfie).

Entrants will have their 'smellfie' taken by one of our street teams. Upon execution of a photo release and contest entry form, entrants will automatically be entered into the Contest.

By submitting a photo during the Contest Period, entrants accept and agree to abide by these Contest Rules and consent to the Sponsor and its affiliated companies using their photo for the purposes set out in these Contest Rules without any financial consideration. Where an entrant is less than 18 years old, by submitting a photo, the entrant declares i) s/he has permission from a parent or legal guardian to enter the Contest; ii) the parent or legal guardian accepts and agrees to abide by the Contest Rules; and iii) the parent or legal guardian grants the Sponsor and its affiliated companies permission to use the photo for the purposes set out in these Contest Rules without any financial consideration.

**All submitted photos will be posted to [flickr.com/EnbridgeGasSmellfie/albums](https://www.flickr.com/photos/enbridgegas/) and organized in albums by event date. Entrants may download photos from Flickr for limited personal use. In some circumstances, entrants may receive a copy of their photo. Other than a limited personal use license to view photos, entrants are granted no other license and may not use photos for any other purpose including commercial purposes.**

Photo submissions can include photos of yourself, your child or children and your pets depicting their reaction to the rotten egg odour of natural gas.



**RANDOM DRAW:** All entries received during the Contest Period will be entered into a random draw. The Draw will take place on January 9, 2020 (the “Draw Date”) at 500 Consumers Road, North York, Ontario. On the Draw Date, five (5) entries will be selected in a random draw from among all eligible entries received for the Contest. Each of the five (5) entries drawn will be eligible win one cash prize of \$500.

**HOW TO WIN:** On the Draw Date, selected entrants will be notified by email or phone. All selected entrants will have five (5) business days to respond via email or phone. Responding selected entrants will need to provide or confirm a valid email address. If no response is received within five (5) 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.

To be declared a winner, selected entrants or their respective parent or legal guardian will be required to correctly answer a mathematical skill-testing question and sign and return a release to the Sponsor within ten (10) business days of the date on which the selected entrant is sent a release for signing. If no response is received by the Sponsor within ten (10) business days, the prize will be forfeited and may be awarded to an alternate winner in a random draw from the remaining eligible entries.

**USE OF ‘SMELLFIES’** By participating in this Contest, the winners consent to the use by the Sponsor of their name, hometown, age, and photograph for any lawful purpose, without further permission or compensation. All photos submitted by an entrant become the property of the Sponsor. Entrants consent to being photographed and grant to the Sponsor and its affiliated companies permission without restriction to use entrant’s likeness or entrant’s child(ren)(’s) likeness in any electronic or print photographs, slides, videos and/or similar recordings in which entrant or their child(ren) may appear for instructional, technical, promotional and general informational purposes namely, displayed on the Enbridge website; in bill inserts; Connecting with our Customers newsletter; Enbridge, elink, presentations; audio-video presentations; corporate reports; social media sites (Flickr, Twitter, YouTube, LinkedIn, Instagram, Facebook) and employee emails. Entrants will not receive any payment or other compensation for such usage. Photos may be altered in order to fit the various formatting requirements of websites or various publications.

**TECHNICAL MALFUNCTION:** The Sponsor is not responsible for any problems or technical or mechanical malfunction of any computer on-line systems, servers, access providers, computer equipment, software, failure of any entry to be received by the Sponsor 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.

**PERSONAL INFORMATION:** Except as otherwise provided for in these Contest Rules, any personally identifiable information collected during an individual's participation in the Contest, will be collected and used by the Sponsor for the purposes of the proper administration and fulfillment of the Contest as described in these Rules 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 the Sponsor or as otherwise set forth in the Enbridge Gas Privacy Policy available at [www.enbridgegas.com](http://www.enbridgegas.com)

**GENERAL:** All entries become the property of the Sponsor. The Sponsor 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, or mechanically reproduced, or submitted by or through fraudulent means, may be disqualified, in the sole discretion of the Sponsor. This includes any entry that does not comply with these Contest Rules in any respect.

Decisions of the Sponsor are final on all matters of fact, interpretation, eligibility, procedure and fulfillment in respect to this Contest. The Sponsor 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.

The Sponsor, its subsidiaries and affiliated companies and each of its 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 the Sponsor, 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. The Sponsor reserves the right, in its 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. The Sponsor also reserves the right to disqualify, in its sole discretion, any person tampering with the entry process or who is otherwise in violation of these Contest Rules. Any attempt to undermine the legitimate operation of the Contest is a violation of criminal and civil laws. Should such an attempt be made, the Sponsor 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 Sponsor, its subsidiaries and affiliated companies and each of 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.