

## OSPREY ELECTRIC 2024 SOLAR PANEL INSTALLATION CONTEST RULES

THESE RULES GOVERN THE OSPREY ELECTRIC 2024 SOLAR PANEL INSTALLATION CONTEST (“RULES”). THEY EXEMPT OSPREY ELECTRIC LTD. AND OTHER PERSONS FROM LIABILITY AND CONTAIN IMPORTANT PROVISIONS. BY ENTERING THE CONTEST, YOU ACKNOWLEDGE AND SIGNIFY YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE RULES. IF YOU DO NOT AGREE WITH EACH PROVISION OF THESE RULES, YOU MAY NOT PARTICIPATE IN THE OSPREY ELECTRIC 2024 SOLAR PANEL INSTALLATION CONTEST.

### The Contest Period and Prize

- The Osprey Electric 2024 Solar Panel Installation Contest (the “**Contest**”) is offered by Osprey Electric Ltd. (“**Osprey Electric**”).
- The Contest will run from 9:00 am Pacific time on 1 February 2024 to 11:59 pm Pacific time on 30 April 2024 (the “**Contest Period**”). All entries must be received by Osprey Electric within the Contest Period to be eligible.
- There is a total of one (1) prize available to be won, consisting of the labour and materials to install a solar panel system for use by the winning non-profit organization. The labour and materials will have an approximate retail value of \$40,000 (the “**Prize**”). The approximate retail value of the Prize is current as of 24 January 2024. No difference between the actual retail value of the Prize at the time of fulfillment and the approximate retail value of the Prize as set out in these Rules will be awarded.
- Without limiting the generality of the foregoing, the following general conditions apply to the Prize:
  - (a) The Prize must be accepted as awarded and is not transferable, assignable and/or convertible to cash except as may specifically be permitted by Osprey Electric in its sole and absolute discretion.
  - (b) It will be solely within Osprey Electric’s discretion to determine all features of the Prize to be awarded, including, but not limited to, model, make, size, and other features. Except as determined by Osprey Electric, the Prize will not include any options other than those options which come as standard on the particular model. The Prize may not be exactly as shown in Contest publicity or promotional materials and Osprey Electric reserves the right, in its sole and absolute discretion, to substitute the Prize for any other prize of equal or greater value should the original Prize be unavailable.
  - (c) Prizes are subject to all applicable conditions, restrictions, requirements, and regulations of Osprey Electric and are subject to applicable laws at the time of delivery.
  - (d) The Prize is awarded “as-is, where-is” without any warranty of any kind provided by Osprey Electric, except for any applicable warranty that may come from the manufacturer of the Prize, which is not guaranteed.

- (e) The winner of the Prize must own the property and building on which the Prize is to be installed. In the event that the Prize winner does not meet this requirement or the eligibility requirements contained elsewhere within these Rules, Osprey Electric may, in its sole and absolute discretion, transfer the Prize to a different Entrant (defined below) that meets the necessary requirements specified in these Rules.
  - (f) The winner of the Prize shall be solely responsible for all other expenses, fees, and elements associated with the Prize including but not limited to: federal or provincial fees, utility fees, any necessary temporary power, lighting, and internet services, cleaning of the worksite, inspection fees or fees for professional reports, insurance, taxes, ongoing maintenance costs, additional structural or infrastructure changes to the building or premises, and all operation costs for or relating to the Prize, as may be required. The Prize winner understands they may not seek reimbursement for any expenses associated with the Prize from Osprey Electric or any of its affiliates, employees, directors and officers, and any advertising or promotional agencies. Additional information regarding any warranty, delivery, and installation, and additional information will be provided to the Prize winner in due course after winning. Prize winner will be required to complete all relevant documentation for the Prize as may be required during regular business hours or as otherwise may be informed by Osprey Electric or the designated retailer.
- The Prize will be awarded pursuant to the time frames provided in these Rules under the How to Win and Claim your Prize section.

### **How to Enter and Eligibility**

- No purchase or payment is necessary to enter the Contest.
- To enter the Contest, potential entrants must apply through the designated online portal [here](#). Potential entrants may have only one (1) entry for the contest.
- The Contest is only open to non-profit organizations or societies operating in British Columbia pursuant to the *Societies Act*, SBC 2015, c. 18 (an “**Entrant**”).
- The applicant on behalf of the Entrant must be one of the following:
  - (a) a director of the Entrant as defined by the *Societies Act*,
  - (b) a senior manager of the Entrant as defined by the *Societies Act*, or
  - (c) an employee or member of the Entrant who has obtained written permission to participate in the Contest from a director or senior manager of the Entrant.(an “**Applicant**”).
- Applicants may not be employees of Osprey Electric or immediate family members/household members of Osprey Electric employees.
- The Entrant must operate out of a building on property located within the boundaries of the municipality of Comox, Campbell River, or Courtenay.
- Provide photos and answers to questions relating to the building and property on which the Prize will be installed, including but not limited to details around the age and type of the building and roof, square footage, and electrical information;

- All Applicants and Entrants are subject to verification by Osprey Electric. Upon request, each Applicant and Entrant must provide proof of their identity and qualification as an eligible Applicant or Entrant. Osprey Electric may disqualify entries where such proof is not provided upon request.
- Any decisions made by Osprey Electric concerning the eligibility or disqualification of Applicants and/or Entrants are final and binding without right of appeal.

### **How to Win & Claim the Prize**

- Entries will be reviewed by a panel composed of representatives of Osprey Electric. The winner will be selected based on the following criteria:
  - a) Application is submitted on time by 11:59pm April 30<sup>th</sup>. No late applications will be accepted.
  - b) The eligibility is met in full
  - c) Review of the information submitted in the application.
  - d) Short listed applicants will have a short phone/video interview if required by Osprey.
  - e) Osprey Electric representatives have the right to choose a successful candidate who meets the above criteria and can use their sole discretion to select Prize Winner.
- The odds of winning the Prize depends on the number of valid entries received.
- Osprey Electric will attempt to contact the selected Entrant by telephone or email that is provided through the contest entry.
- Within four (4) weeks after the draw or by such other time as Osprey Electric may agree at its sole discretion, the selected Entrant must do the following:
  - (a) Allow access to the property and building during Osprey Electric's regular business hours for Osprey Electric to conduct a site review;
  - (b) Communicate with Osprey Electric regarding the work schedule for Prize installation. Osprey Electric will have the sole discretion to determine the dates of installation, which is expected to be complete by 30 April 2025; and,
  - (c) Provide valid proof of the entrant's status as a not-for-profit organization or society, and any relevant documentation requested by Osprey Electric; and Provide an executed declaration and release form, the contents of which shall be in the sole discretion of Osprey Electric.
  - (d) Provide valid proof the building and hydro connection is owned by the not-for-profit or society.
- Prior to the agreed-upon work period, the Entrant must make arrangements for all necessary insurance policies at the expense of the Entrant.
- If the selected Entrant is disqualified or otherwise determined to be ineligible for any reason, including for failure to respond to any contact attempts or requests by Osprey Electric, Osprey Electric may, in its sole discretion, select another winner.

### **Release and Exclusion of Liability**

- By entering the Contest and by accepting the Prize, Applicants, Entrants and selected Entrants agree to release and hold harmless Osprey Electric and any affiliates, and each of its respective agents, employees, directors, officers, successors, and assigns (the

**“Released Parties”**) against any and all claims that are in any way associated with the Contest or the Prize, and Applicants and Entrants agree that, to the fullest extent permitted by applicable law, the Released Parties will not be responsible for:

- (a) failure for any reason whatsoever of a selected Entrant to receive notice of a Prize;
  - (b) typographical or other errors in the offer or administration of the Contest, including but not limited to errors in advertising, these Rules, the selection and announcement of the Prize winner or distribution of the Prize;
  - (c) changes in an Entrant’s contact details after entry is submitted;
  - (d) the use of the voice, statements, place of business, name and likeness, including as a result of distortion, blurring, processing, or reproduction;
  - (e) failure to maintain systems or circumstances beyond the control of Osprey Electric;
  - (f) any third-party claims for personal injury, death, or property damage;
  - (g) any harm the entity or its affiliates, agents, employees, directors, officers, successors, and assigns may sustain or incur as a result of any negligence of Osprey Electric;
  - (h) any defects or delays in the Prizes awarded;
  - (i) any errors or omissions in the designs of others, or inadequacies of materials and equipment specified or supplied by others;
  - (j) any latent or pre-existing issues on the property or with any building or structure on or around which the Prize may be installed;
  - (k) damage or additional costs attributable to a Force Majeure event, including but not limited to natural disasters, pandemics, strikes, lockouts, civil demonstrations, military actions, or other causes beyond the reasonable control of the parties; or,
  - (l) any damage or loss, including any loss of use, loss of production, loss of profits (anticipated or otherwise), loss of markets economic loss, special, indirect, or consequential loss or damage or punitive damages, whether in contract, tort, or under any theory of law or equity, arising from, connected with, or relating to the Contest or the submission of entries to the Contest, or participation in the Contest, or the Prize, regardless of the cause of any negligence by any employees, agents, or representatives of Osprey Electric.
- The Applicant and Entrant also specifically releases the Released Parties from any and all liability in connection with this Contest, its participation therein, and/or the awarding and use/misuse of the applicable Prize or any portion thereof.

### **Media & Publication Rights**

- The Entrant and its representatives, including the Applicant, agree to be photographed and filmed and their images, names, and the entity’s logo may be used for promotional purposes, without compensation. This may include publication, reproduction, and/or other use of the entity’s name, logo, its representatives names, voice, and statements about the Contest, in any publicity or advertisement carried out by or on behalf of Osprey Electric in any manner whatsoever, including print, broadcast media, or on the internet including on social media.

## **General Terms and Conditions**

- Osprey Electric reserves the right, in its sole discretion, to cancel, modify, suspend, or terminate this Contest or to amend the Rules, without notice and without compensation to any participant in the Contest.
- By entering into the Contest the Entrant acknowledges and accepts responsibility of tax liability in respect of any prizes that may be awarded as part of the Contest.
- By accepting any Prize, the applicable winner:
  - (a) confirms compliance with these Rules;
  - (b) acknowledges acceptance of the Prize as awarded; and
- The Contest and the Rules shall be governed by and construed in accordance with all applicable municipal and provincial laws in British Columbia and federal laws in Canada. The decisions of Osprey Electric 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 entrants or Contest-related information.
- The Applicant and Entrant acknowledges the Prize is in no way sponsored, endorsed, administered by, or associated with Facebook, Instagram, YouTube, TikTok, and the brands of any of the Prize materials used.