

OFFICIAL RULES for the “WIN YOUR HEAT PUMP” Contest
from July 10, 2023, to November 30, 2023

1. ORGANIZER The Contest is organized by Thermoco Inc. (“Organizer” or “Contest Organizer”)

2. CONTEST PERIOD The Contest will run for the following period:

Start date: July 10, 2023, 12:01 a.m.

End date: November 30, 2023, 3:00 p.m.

3. ELIGIBILITY

The Contest is open to residents of the province of Quebec who have reached the legal age of majority on the entry date.

The Contest is not open to directors, officers, managers, employees, agents, or representatives of the Contest Organizer; its parent company; any company, trust, or other legal entity controlled by or affiliated with the Contest Organizer; Facebook (if the Contest runs on Facebook); participating stores; advertising and promotion agencies; or suppliers of prizes, goods, or services used in the Contest, or members of their immediate family (brothers, sisters, children, fathers, mothers, legal or common-law spouses, regardless of where they reside), the aforementioned individuals or anyone living with them (whether or not they are related).

4. PURCHASE REQUIRED FOR ENTRY

The purchase of a Mitsubishi, Tempstar, Fujitsu, or York heat pump system is required to enter or win. The purchase must be made between July 10, 2023, and 3:00 p.m. on November 30, 2023.

Four (4) winners will be drawn to win one of the four (4) systems. One (1) Mitsubishi brand system, one (1) Tempstar brand system, one (1) Fujitsu brand system, and one York brand system will be drawn for a maximum value of \$7,500, including taxes, per brand. The winner will receive the equivalent of the paid amount of their Thermoco invoice up to a maximum of \$7,500, including taxes.

Entrants must fill in the form in person at the Thermoco branch located at 3305 Broadway Avenue, Suite 103, Brossard, Quebec, and place it in the box labelled with the brand name of the system purchased from Thermoco.

Limitations. To be eligible, entrants must abide by the following rules:

- One entry per purchase.
- The Thermoco invoice must have been paid in full at the time of the draw on December 9,

2023. If the system has not been installed before the prize award deadline, Thermoco will award the prize once the system is installed and the invoice has been paid. If the system is not installed at the time of the draw, the customer must give Thermoco 60 days to complete the installation.

- Entrants must complete all fields on the entry form.

Odds of winning and number of prizes. The odds of winning a prize depend on the number of entries received during the contest period. Prizes will be awarded at random.

6. DRAW

Draw date: December 9, 2023

Draw time: 11:00 a.m.

Draw location: 3305 Broadway Avenue, Brossard, Quebec

Draw details:

Prizes will be awarded at random (one prize per brand) from among all valid entries received during the contest period.

7. CLAIMING A PRIZE

To be declared a winner, the selected entrant must:

- A. Have been reached by telephone or email, at the sole discretion of the Contest Organizer, within 15 days of the date of the draw. If the Organizer is unable to reach a selected entrant within this period after making reasonable attempts, the entrant will be disqualified and a new draw will be held to award the prize. If a selected entrant is contacted by email, the entrant must respond by following the instructions outlined in the email. If a prize notification email receives a bounceback message indicating that the message could not be delivered, the entrant will be disqualified and a new entrant will be selected.
- B. Upon request and in a timely manner, entrants must provide photo identification and proof of purchase (Thermoco invoice) that meets the Contest requirements (date, equipment).
- C. Prizes will be awarded to winners in person within 10 days of the end of the Contest.
- D. Winners must answer a math question to claim their prize. Question: $1900+82-1$. This question will be shown on the entry form.
- E. If the system is not installed by the time of the draw, the customer must allow Thermoco 60 days to complete the installation. The balance of the invoice must be paid during this time.
- F. Failure to comply with any of the terms and conditions of these rules or to accept the prize will result in disqualification. In this case, the Contest Organizer may, at its sole discretion, cancel the prize or hold a new draw from among the remaining eligible entries until an entrant is selected and declared a winner. If an entrant is not declared a winner within 60 days of the original draw, the prize will be forfeited.

Refusal to accept a prize. A selected entrant's refusal to accept a prize under the terms of these Contest Rules releases the Contest Organizer from any obligation to the entrant with

respect to the prize.

Awarding prizes. No prize will be awarded until the winner is confirmed. Prizes are non-transferable. Prizes must be accepted as is, without substitution in cash or otherwise, except at the sole discretion of the Organizer. The Organizer reserves the right to substitute a prize (or portion of a prize) of the same nature and equal value or, at its sole discretion, the monetary value of the prize (or portion of a prize) as stated in these rules.

Prize claim expenses. Any costs or expenses incurred by winners in connection with claiming or using a prize are the responsibility of the winners.

Limited prizes. In no event shall the Contest Organizer be obligated to award more prizes or to award any prize other than in accordance with these rules.

8. TERMS AND CONDITIONS

Disqualification. All documents related to the Contest, including, but not limited to, entry forms, scratch cards, and declaration and release forms, are subject to verification by the Contest Organizer. Entries containing errors will not be accepted, nor will entries that are incomplete, illegible, defaced, fraudulent, damaged, contain a printing error, or have been tampered with, altered, forged, duplicated, or illegally obtained. Entrants who violate these rules may be disqualified from this Contest and any future contests or promotions organized by the Organizer, including, without limitation, any entrant found to be or suspected of tampering with any entry form or materials, the processing of entries, the operation of the Contest or any technical or mechanical component of the Contest, intentionally damaging the websites, web pages, or applications associated with the Contest, tampering with the legitimate running of the Contest, violating these rules, such as using any means that violates these rules or is unfair to other entrants (e.g., entries over the permitted limit), or acting in an unfair or prejudicial manner or with intent to annoy, torment, threaten, or harass any person. Any entrant or other person who intentionally attempts to damage any website, equipment, application, or technology used in the Contest or to undermine the legitimate running of the Contest is committing a criminal and civil offence, and the Organizer reserves the right to report such person to the appropriate authorities and to seek all damages from such person to the fullest extent permitted by law.

Declaration and release form. By entering or attempting to enter this Contest, all entrants selected for a prize release and hold harmless the Contest Organizer; its parent company; any company, trust, or other legal entity controlled by or affiliated with them; any participating stores; the *Régie des alcools, des courses et des jeux*; Facebook (if the Contest is held on Facebook); the advertising and promotion agencies, and the suppliers of prizes, goods, and services in connection with the Contest, and each of their respective directors, officers, owners, partners, employees, agents, representatives, successors, and assigns (collectively, the “**Releasees**”) from and against any and all damages and liabilities in connection with the Contest (entry, operation, announcement, rules, etc.) or the prize (claim, use, etc.). In order to be declared a winner, selected entrants will be required to sign the declaration and release form, which includes a declaration of compliance with the Contest rules and a confirmation of this release of liability for the benefit of the Releasees.

Limitation of liability. Without limiting the generality of the foregoing disclaimer, the Releasees disclaim any and all liability for (i) any typographical (or other) errors in the offer or

in any documents related to the administration of the Contest, including, but not limited to, errors in the advertising, the official rules, the announcement of the winner, the awarding of the prize; for any technical malfunctions, problems, or difficulties with networks, telephone lines, SMS messaging systems, computer components, software, or communications lines; loss or lack of network communication; or for any failed, incomplete, unintelligible, or erased transmission by any computer, server, or service provider or any software; viruses, bugs, failures of personal computers or hardware or software configurations; or any failed attempt to transmit any email or other communication to the Contest Organizer or to any entrant for any reason, including network traffic congestion or site failure, which may limit anyone's ability to participate in the Contest; (ii) any entries that are late, lost, stolen, delayed, not received, damaged, misdirected, incomplete or inaccurate; (iii) any failure to receive entries due to transmission problems or technical failures of any kind, including, but not limited to malfunctions of networks, servers, access providers, hardware or software, whether attributable to the sender or the recipient, which may limit or prevent any person from participating in the Contest; (iv) any damage that may be caused, directly or indirectly, in whole or in part, in particular to the entrant's or any other person's system or equipment by the downloading of any web page or software and by the transmission of any information relating to the Contest.

Cancellation, suspension, or modification of the Contest. The Organizer reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend the Contest, in whole or in part, following any event that disrupts the proper operation of the Contest, such as a computer system failure to register all entries, or any human intervention that could alter or affect the administration, security, fairness, or operation of the Contest as provided in these rules, subject to the approval of the *Régie des alcools des courses et des jeux du Québec*, if required.

Termination of the Contest. In the event that the Contest is terminated, in whole or in part, prior to the end of the Contest Period, the random draw may take place, at the discretion of the Contest Organizer, from among the eligible entries duly recorded during the Contest Period or, if applicable, up to the date of the event that led to the Contest termination.

Personal information. By entering the Contest, entrants consent to the collection, use, and disclosure of their personal information by the Organizer and/or its authorized agents for the purposes of administering the Contest and awarding the prizes. By accepting a prize, all winners authorize the Contest Organizer and its agents to use, where required, their names, addresses (city, province), voices, statements, photographs, likenesses, and other depictions and recordings for promotional purposes in any media, including, but not limited to, the Internet, without further notice or compensation. Each participant may be required to sign a release to this effect.

Intellectual property and copyright. By submitting a photograph, piece of music, creation, or other work of any kind (the "**Work**") to this Contest, the entrant warrants that the Work is free from any third party rights and that the entrant has the necessary rights to submit the Work and, in particular, but without limitation, to authorize the Organizer to use, modify, transfer, adapt, broadcast, communicate, or distribute the Work in any medium, media, or technology whatsoever, including, but not limited to, television, information technology, wireless or online technology. The entrant agrees to provide proof of their rights related to the Work upon request and to indemnify and hold harmless the Organizer from and against any and all claims, demands, suits, or disputes arising out of any use of the Work.

Ownership. All information and documents related to the Contest, including, but not limited to, entry forms, scratch cards, declaration and release forms, information of a technical, technological, or operational nature, as well as information related to designs, computer systems, software, logos, trademarks, and intellectual property, are and shall remain the exclusive property of the Contest Organizer. None of this information or documentation will be returned to entrants.

Entrant identification. For the purposes of these rules, the entrant is the person whose name appears on the entry form and to whom the prize will be awarded if they are selected and declared a winner. In the event of a dispute as to who submitted an entry form, the entry form will be deemed submitted by the authorized account holder associated with the email address provided at the time of entry. "Authorized account holder" means the natural person assigned an email address by an Internet access provider, online service provider, or other company that assigns email addresses for the domain associated with the submitted email address.

Contest Organizer's decision. All decisions made by the Contest Organizer or its agents with respect to this Contest are final and without appeal, subject to any decision made by the *Régie des alcools, des courses et des jeux du Québec* with respect to any matter within its jurisdiction.

Disputes/Quebec residents. Any dispute relating to the conduct or organization of a promotional contest may be submitted to the *Régie des alcools, des courses et des jeux* for adjudication. Any dispute relating to the awarding of a prize may be submitted to the *Régie* with the sole purpose of helping the parties reach a settlement.

Facebook. If the Contest is hosted on the Facebook platform, all entrants confirm that they release Facebook from any liability and damages of any kind arising from their participation in the Contest and acknowledge that the Contest is not sponsored, endorsed, administered, or associated with Facebook in any way. The information provided by entrants is provided to the Contest Organizer and not to Facebook.

Miscellaneous. By participating in the Contest, entrants agree to be bound by these Contest rules and by the decisions of the Organizer, which are final and binding in all respects, including, without limitation, decisions regarding eligibility or disqualification of entries and the awarding of any prize. The Contest is subject to all applicable laws and regulations. Only selected entrants will be contacted. If any provision of these official rules is found by a court of competent jurisdiction to be illegal or unenforceable, that provision shall be deemed null and void, but all other provisions shall remain in full force and effect.

Rules. The Contest rules are available at the Thermoco Beloeil and Brossard branches.