

"Summer of Giveaways" Official Rules

June 15, 2023

1. **Eligibility:** This Contest is open only to those who entered at 15 participating Excel Homes locations or <https://www.excelhomes.ca/blog/summer-giveaways-2023> (the "Contest Website") and who are eighteen (18) years or older as of the date of entry. The Contest is only open to legal residents of Calgary, Edmonton and its surrounding areas within Alberta and is void where prohibited by law. Employees of Excel Homes, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "Employees"), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Contest. The Contest is subject to all applicable federal, provincial, and local laws and regulations. Void where prohibited.
2. **Agreement to Rules:** By participating, the Contestant ("You") agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Excel Homes as final and binding as it relates to the content of this Contest.
3. **No Purchase Necessary:** No purchase is necessary to enter or win. Purchase does not improve chances of winning.
4. **Contest Periods:** Each Contest entry period (the "Contest Period") shall start and end as indicated on <https://www.excelhomes.ca/blog/summer-giveaways-2023> (the "Contest Website") after which time the Contest will be closed on August 31, 2023 at 12:00AM MST and no other entries shall be accepted.
5. **How to Enter:** The Contest must be entered by submitting an entry using the online form provided at <https://www.excelhomes.ca/blog/summer-giveaways-2023> (the "Website") during the Contest duration of June 15, 2023 to August 31, 2023. The entry must fulfill all Contest requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Excel Homes. You may enter only once. You must provide the information requested and incomplete entries are void. You may not enter more times than indicated by using multiple email addresses, identities or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Excel Homes.

Although the Contest and/or Contest Periods may be communicated, promoted, or administered by means of a Third Party Service, including third party websites such as Facebook, Instagram and Hubspot, all entrants acknowledge that the Contest is in no way sponsored, endorsed or administered by, or associated with, any Third Party Service and that any questions, comments or complaints regarding the Contest should be directed to the Sponsor and not to any Third Party Service.

6. **Contest Prizes:** When the prizes are drawn on each Contest Period as shown on Website, one prize winner will receive: (i) 1 x Parks Canada prize bundle to be won, valued at \$350 CAD; (ii) 1 x Calgary Zoo prize bundle to be won, valued at \$350 CAD; (iii) 1 x Heritage Park prize bundle to be won, valued at \$350 CAD; (iv) 1 x EverythingCard prize bundle to be won, valued at \$350 CAD; (v) 1 x GlobalFest prize bundle to be won, valued at \$350 CAD; (vi) 1 x Samsung 58" Crystal UHD 4K Smart TV to be won, valued up to \$850 CA, sponsored by Visions Electronics (vii) 1 x Traeger Pellet Grill/Smoker runner-up prize to be won, valued at \$1,150 CAD, sponsored by Trail Appliances; and (viii) 1 x WestJet gift card grand prize to be won, valued at \$1,500 CAD. The specifics of the prize shall be solely determined by Excel Homes. No cash or other prize substitution shall be permitted except at Excel Homes' discretion. The prize is non-transferable. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for Excel Homes to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.
7. **Odds Of Winning:** The odds of winning depend on the number of eligible entries received.
8. **Skill Testing Question:** All Winners will be required to correctly answer the following skill-testing question (the "Skill-Testing Question") before claiming their Prize: $[(10 \times 6) + (18 - 8)] \div 2$. The Skill-Testing Question may be answered at any time before the Winner claims his or her Prize. Failure to answer the Skill-Testing Question, or incorrectly answering the Skill-Testing Question, will result in forfeiture of the Prize and selection of an alternative Winner at Excel Homes' sole discretion.
9. **Winner Selection and Notification:** Winner selection will be chosen at random on Contest Period draw date and be notified by email and/or phone within one (1) day following the selection of Winner in the Contest Period. Excel Homes shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within three (3) days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Winners will be contacted on how they claim their prize and must provide government-issued photo ID when collecting the prize from the corresponding Excel Homes' location in person. **Any violation of these official rules by winner (at Excel Homes' sole discretion) will result in winner's disqualification as winner of the contest, and all privileges as winner will be immediately terminated.**

10. **Release:** Winners will be required to execute a legal agreement and release (“Release”) that confirms his or her: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the prize and as offered; (iii) release of Excel Homes, Hubspot, Facebook, Twitter and/or Instagram, and each of their respective parent companies, subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the “Releasees”) from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and (iv) grant Excel Homes the unrestricted right to produce, reproduce, convert, publish, broadcast, communicate by telecommunication, exhibit, distribute, translate, adapt, and otherwise use or re-use the submitted Work, his or her name, image, likeness, comments, voice and/or biography in any and all media now known or hereafter devised in connection with publicity related to the Contest. The executed Release(s) must be signed upon claiming their prize as indicated on the accompanying letter of notification or verification as a winner, or the selected individual(s) will be disqualified and any rights he or she may have to the prize will be forfeited.
11. **Indemnification By Entrant:** By entering this Contest, You understand and agree that Excel Homes, anyone acting on behalf of Excel Homes, and Excel Homes’ licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout Canada, without limitation, your entry, name, likeness, image, statements about the Contest, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. Without any further compensation, notice, review, or consent.
12. **Terms & Conditions:** Excel Homes reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest should virus, bug, non-authorized human intervention, fraud, or other cause beyond Excel Homes’ control corrupt or affect the administration, security, fairness, or proper conduct of the Contest. In such case, Excel Homes may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Excel Homes. Excel Homes reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or website or violates these Terms & Conditions. Excel Homes has the right, in its sole discretion, to maintain the integrity of the Contest, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Contest rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such an attempt be made, Excel Homes reserves the right to seek damages to the fullest extent permitted by law.
13. **Limitation of Liability:** By entering, You agree to release and hold harmless Excel Homes and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant’s participation in the Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.
14. **Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the Excel Homes website. To read the Privacy Policy, visit <https://www.excelhomes.ca/privacy-policy>
15. **Property:** This Contest is hosted by Excel Homes LP and is in no way sponsored, endorsed, administered by, or associated with Hubspot, Facebook or Instagram. All intellectual property, including but not limited to trademarks, logos, designs, promotional materials, web pages, source codes, images, drawings, illustrations, slogans and representations are owned by Excel Homes LP. All rights reserved. Unauthorized copying or use of any of Excel Homes’ intellectual property without the express written consent of Excel Homes is strictly prohibited.
16. **Compliance with Laws:** These are the official Contest Rules. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsors. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and the Sponsors in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Alberta including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction’s laws.