

OFFICIAL CONTEST RULES ("Contest Rules")

1. ELIGIBILITY

- (1) The #ThatSoDad Contest ("Contest") is open only to Hydro Ottawa Residential Customers who are, at the time of Contest entry:
 - (i) legal resident of Canada; and
 - (ii) If an individual, at least 18 years of age.
- (2) Proof of identity may be required for Prize pick up.
- (3) Contestant acknowledges and agrees that by posting a photo or video that complies with subsections 3(3) Contestant automatically accepts the Contest Rules.

2. DEFINITIONS

"Conditions of Service" means the document developed by Hydro Ottawa in accordance with the Distribution System Code that describes Hydro Ottawa's operating practices and connection policies.

"Contest" means a contest whereby a Prize is given for the photo or video, submitted using the hashtag #ThatSoDad via Facebook or Twitter that is selected through a random draw.

"Contestant" means a Hydro Ottawa Residential Customer who meets the eligibility requirements as set out in subsection 1(1) above and has submitted a photo or video to the Contest.

"Hydro Ottawa" means Hydro Ottawa Limited.

"Hydro Ottawa Residential Customers" shall have the meaning ascribed to it in the Conditions of Service.

"Representatives" in reference to party, means the party's directors, officers, employees, agents and contractors, the party's affiliates, and all such affiliates' respective directors, officers, employees, agents and contractors

"Site" means hydroottawa.com/thatssodad.

3. SUBMISSION OF ENTRY

- (1) The Contest begins at 12:00 noon on May 19, 2016 and closes at 11:59 pm on June 14, 2016 (the "Closing Date").
- (2) To enter the Contest, a Contestant must post a photo or video that complies with subsections 3(3) ("Entry").
- (3) The photo or video shall:
 - (i) be original;
 - (ii) be posted via Facebook or Twitter;
 - (iii) be accompanied by hashtag #ThatsSoDad;
 - (iv) reflect the spirit of Father's Day; and
 - (v) not contain any words or text other than #ThatsSoDad.
- (4) Only one Entry per Contestant; however, Contestants with children may submit one additional entry per child.
- (5) Contestant acknowledges and agrees that Hydro Ottawa does not guarantee confidentiality with respect to Entry.

4. PRIZE

- (1) Up to 50 winners will be selected and will receive two (2) tickets each to Ottawa Champions Baseball game on Father's Day, Sunday, June 19, 2016 ("Prize").
- (2) The approximate value of each Prize is **\$24.00**.
- (3) The Prize must be accepted as awarded and cannot be transferred, substituted or redeemed for cash.

5. WINNER SELECTION

- (1) Winners will be selected by random draw. Odds of winning are solely dependent upon the number of eligible entries received. The submitters of the selected Entries ("Selected Contestants") will be required to correctly answer a skill-testing question and must demonstrate that they have complied with the Contest Rules before the Prize will be awarded.
- (2) Selected Contestants will be notified using the same media by which they submitted their Entry on the date of selection. Selected Contestants will be required to provide Hydro Ottawa with proof of address and answer a skill testing question ("Information"). Selected Contestants must respond with the

Information by 12:00 noon on Friday, June 17, 2016. If Selected Contestants do not respond in accordance with the Contest Rules or Selected Contestants do not correctly answer the skill-testing question or otherwise comply with the Contest Rules, they will be disqualified and will not receive the Prize.

- (3) Neither Hydro Ottawa nor its affiliates will be responsible for the failure for any reason whatsoever of Selected Contestants not being able to receive notification or for Selected Contestants not being able to respond as prescribed above.
- (4) Before the Prize is awarded to the Selected Contestants, the Selected Contestants will be required to sign a declaration and release:
 - (i) confirming compliance with the Contest Rules and acceptance of the prize as offered;
 - (ii) releasing Hydro Ottawa and its subsidiaries, affiliates, shareholders, employees directors, officers, suppliers, and agents (collectively, the "Representatives") from any and all liability for any loss, harm, damages, cost or expense arising out of participation in this Contest or participating in any prize-related activity or the acceptance, use or misuse of any prize, including without limitation costs injuries, losses and damages 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 there from;
 - (iii) assigning ownership and waiving moral and similar rights in the selected photo or video; and
 - (iv) acknowledging that the Prize is provided "as is" without any warranty or condition of any kind, either express or implied.

Such declaration and release will be provided to the Selected Contestants at the "Will Call" table on June 19, 2016 and must be executed and returned to Hydro Ottawa in order to receive the Prize or the Selected Contestant will be disqualified and the Prize forfeited.

6. COPYRIGHT

- (1) All Entries submitted to Hydro Ottawa via Facebook or Twitter by Contestants are accessible to the public and are not to Hydro Ottawa's knowledge subject to copyright.
- (2) Hydro Ottawa does not permit copyright infringing activities or the infringement of intellectual property rights on the Site. Hydro Ottawa will remove any video and/or photo if properly notified that such content allegedly infringes on another's intellectual property rights. All notices of alleged copyright infringements taking place on or through the Site shall be made to the following address: cdm@hydroottawa.com. Hydro Ottawa

reserves the right to remove content alleged to be infringing without prior notice, at its sole discretion, and without liability.

- (3) By entering this Contest, each Contestant (i) grants, assigns and quitclaims to Hydro Ottawa all worldwide right, title and interest, including but not limited to all copyright, they may have in and to the drawing submitted with their Entry; (ii) acknowledges that the foregoing assignment shall operate to provide Hydro Ottawa, its successors and assigns, all rights to have and hold the Entry for the full duration of all such rights; and (iii) irrevocably waives all moral rights arising under the *Copyright Act (Canada)* or any rights to similar effect in any country or at common law that they may have with respect to the Entry to the extent those rights have not been assigned above.

7. HYDRO OTTAWA'S USE OF #THATSSODAD PHOTOS AND VIDEO

- (1) Subject to these Contest Rules, Hydro Ottawa has full discretion to use, reproduce, distribute and display a submitted video and/or photo on the Site. Entries may be used on Hydro Ottawa's other digital platforms/owned channels/paid channels. Specifically, and in no way intended to limit its discretion, Hydro Ottawa reserves the right to remove any submission, in whole or in part, at any time, without prior notice.
- (2) Hydro Ottawa does not endorse nor shall it be deemed to agree with any submission on Facebook or Twitter. Hydro Ottawa assumes no responsibility for, and disclaims any and all liability for the content contained in, a submission or content created in social media channels using the campaign hashtag #ThatSoDad.

8. CONSENT AND INDEMNIFICATION BY PARTICIPANTS

- (1) By entering the Contest, each Contestant:
 - (i) grants consent, on their own behalf , to Hydro Ottawa to disclose and make use of their name and last name initials and photo or video for public communication purposes;
 - (ii) releases and holds harmless Hydro Ottawa and its directors, officers, employees, agents and contractors, and affiliates from any and all liability for any injuries, loss or damage of any kind to persons, including death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any prize, participation in this Contest, or participating in any prize-related activity; and
 - (iii) agrees to fully indemnify Hydro Ottawa and its Representatives from any and all claims by third parties without limitation.
- (2) Contestant is solely responsible for their own Entry and the consequences of posting or publishing them. In connection with Entry, Contestant affirms, represents, and/or warrants that: (i) Contestant owns or have all the necessary licenses, rights, consents,

and permissions to use such content; and (ii) Hydro Ottawa may use all patent, trademark, trade secret, copyright or other intellectual property or proprietary rights in and to any and all Contestant Entry to enable inclusion and use of the Contestant in the manner contemplated by the Site and these Terms of Service.

- (3) Contestant acknowledges and agrees that, to the maximum extent permitted by law, the entire risk arising out of Contestant's access to and use of the Site and its content remains with Contestant. Contestant agrees to defend, indemnify, and hold Hydro Ottawa, its officers, directors, employees, and agents, harmless from and against any claims, liabilities, damages losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) Contestant's access to or use the Site or its content, (ii) Contestant's Entry, or (iii) Contestant's violation of these Contest Rules.

9. LIMITATION OF LIABILITY

Hydro Ottawa and its Representatives assume no responsibility or liability for lost, late, delayed, misdirected or incomplete Entries, notifications, responses, replies, or any agreement and release documents or for any computer, online, telephone, hardware, software or technical malfunctions that may occur. Hydro Ottawa and its Representatives are not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of Entries in the Contest. Hydro Ottawa and its Representatives assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Entries. Hydro Ottawa and its Representatives are not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, email, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing. Hydro Ottawa and its Representatives are not responsible for any injury or damage to Contestants or to any computer related to or resulting from participating or downloading materials in this Contest. If, for any reason, the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Hydro Ottawa and its Representatives which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Hydro Ottawa reserves the right at their sole discretion to cancel, terminate, modify or suspend the Contest.

10. GENERAL

- (1) Any Contestant attempting to undermine the legitimate operation of this Contest shall be subject to disqualification. Such disqualification shall be without prejudice to Hydro Ottawa's rights accruing and remedies subsisting under these Contest Rules. In addition, Hydro Ottawa shall be entitled to obtain damages from the contestant for any losses incurred directly resulting from such conduct.
- (2) This Contest is subject to all federal, provincial and municipal laws and regulations. These 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 Hydro Ottawa.
- (3) Hydro Ottawa reserves the right to amend or terminate all or any portion of this Contest at any time for any reason without prior notice.
- (4) The Contest Rules has been prepared in both English and French. In the event of any inconsistency, the English version shall apply and be binding.