

CONTEST RULES

E.L.K. Energy Inc. (“E.L.K.”) - E.L.K. 2027 Cost of Service Rate Application Survey

Win a \$200.00 Pre-Paid Gift Card - Two (2) Gift cards available

Official Contest Rules and Regulations

THE *E.L.K. 2027 Cost of Service Rate Application Survey Contest* (THE “**CONTEST**”) IS INTENDED TO BE CONDUCTED IN CANADA ONLY, EXCLUSIVE OF QUEBEC, AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. VOID IN WHOLE OR IN PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THE BELOW TERMS AND CONDITIONS (THE “**CONTEST RULES AND REGULATIONS**”).

I. Eligibility:

The Contest is open to all **E.L.K.** customers who are: (i) active **E.L.K.** account holders who qualify under the **E.L.K.** Contest eligibility rules, as determined by **E.L.K.** in its sole and absolute discretion, as of the time of entry and date of selection of the winner of the Contest; and (ii) in respect of individuals, at least eighteen (18) years of age or older at the time of entry. The Contest is not available to residents of Quebec or corporations operating from Quebec.

Employees and representatives of **E.L.K.** and employees and representatives of any person that provided advertising, promotional or other services to **E.L.K.** in connection with the Contest are not eligible to participate in the Contest. If a person is not eligible to participate in the Contest in accordance with this paragraph the ineligibility shall also apply to any member of their household, and any related corporations of such person, and any corporation in respect of which such a person is an officer, director, or shareholder.

All personal and other information requested by and supplied to **E.L.K.** for the purpose of the Contest must be truthful, complete, accurate, and in no way misleading. **E.L.K.** reserves the right, in its sole discretion, to disqualify any entrant should such entrant at any point provide untruthful, incomplete, inaccurate, or misleading information.

E.L.K. has the right to verify the eligibility of each entrant at any time. An entrant that cannot verify eligibility may be disqualified.

II. How to Enter:

The Contest period begins at 7:00 am. EST on April 15, 2026, and closes at 4:00 pm. EST on May 6, 2026.

In order to enter the Contest for a chance to win one (1) of two (2) prizes, all persons must either:

- (i) Be eligible persons and have an active **E.L.K.** account; and
- (ii) Fully complete the **E.L.K.** 2027 Cost of Service Rate Application Survey (“Survey”) – full completion involves responding to each multiple-choice Survey question, indicating intent to enter the Contest, providing a valid email address, and successfully submitting the online Survey response through the Survey administration platform.

OR

Eligible persons wishing to enter this Contest without making a purchase or completing the Survey may compose and send a 1,500 word essay on “Considerations and Feedback for **E.L.K.**’s upcoming 5-year Distribution System Plan ” to **E.L.K.** by mail, 172 Forest Avenue, Essex, ON N8M 3E4, which must be received by **E.L.K.** by no later than 4:00 pm. EST May 6, 2026 to qualify for the Contest. Each entry must contain the entrant's name, address, telephone number with area code, email address and **E.L.K.** customer account number. **E.L.K.** will not accept entries by fax, courier, email, personal delivery, or by any method other than as noted above. Limit one (1) entry per customer.

By participating in the Contest by submitting an essay, entrants represent and warrant that they have all necessary right, title and interest in and to the contents of their essay, the essay has not been previously published, does not infringe on the intellectual property rights of a third party, and does not defame or invade the publicity or privacy rights of any third party. Entrants agree to indemnify and hold **E.L.K.** harmless from any claims to the contrary. Entrants acknowledge that their entry may be posted publicly by **E.L.K.** on its website or otherwise in any other medium, in **E.L.K.**’s sole discretion, but without obligation. Entrants have the right and authority to, and do hereby grant to **E.L.K.**, an irrevocable, non-exclusive, royalty-free worldwide license in perpetuity to reproduce, store, copy, broadcast, display, distribute, edit, alter, combine with other material, publish, post, commercialize and/or otherwise use without limitation all or any part of the entry in **E.L.K.**’s promotional or other materials, and you waive any and all moral rights that you may have in and to the entry with respect to the uses contemplated herein, and you agree to release and hold harmless **E.L.K.** from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action that relates in any way to **E.L.K.**’s use of the entry.

No entry fee is required to enter the Contest.

Eligible persons will receive one (1) entry into the Contest.

III. Collection and Use of Information:

The information collected through entry in this Contest may include the following (“**Customer Information**”):

Survey

- Contact E-mail Address;
- Such other information provided by the entrant to **E.L.K.** in connection with the Contest.

Essay

- First Name;
- Last Name;
- Address;
- Contact Phone Number;
- Contact E-mail Address;
- Such other information provided by the entrant to **E.L.K.** in connection with the Contest.

Entrants to the Contest consent to the use of their Customer Information collected by **E.L.K.** for the administration of the Contest. Entrants also consent to the disclosure of the Customer Information to third party service providers of **E.L.K.** for this purpose. **E.L.K.** will use the Customer Information only for this purpose and for no other purpose whatsoever. **E.L.K.** will protect the Customer Information in a manner consistent with applicable laws and **E.L.K.'s** Privacy Policy. **E.L.K.'s** Privacy Policy is available at: <https://www.elkenenergy.com/privacy>.

IV. Prize:

The prize is one (1) valid pre-paid gift card valued at Two Hundred Canadian Dollars (\$200.00) (the "**Prize**"). There are two (2) Prizes in total. If the winner does not comply with any of the terms of the Contest Rules and Regulations, the winner forfeits the prize. A determination of non-compliance is at the sole discretion of **E.L.K.** In such case, **E.L.K.** reserves the right in its sole and absolute discretion whether to select an alternate winner, or no winner at all.

V. Chances of Winning:

The odds of winning are dependent upon and determined by the number of eligible entrants. The odds of winning shall be "1 out of x", where "x" is equal to the number of eligible entrants on the last day of the Contest period. Entrants are eligible for one (1) Contest entry per completed Survey and active **E.L.K.** account, or one (1) Contest entry per valid essay submission and active **E.L.K.** account.

VI. The Drawing:

One (1) entrant will be drawn from all eligible Contest entrants within fourteen (14) days of the last day of the Contest period, by **E.L.K.**, by such method as may be determined by **E.L.K.**

The selected entrant will be contacted by email within fourteen (14) days after the draw. Selected entrants may only win one (1) Prize.

Arrangements will then be made to give the selected entrant a skill testing. The skill testing question will consist of a multi-step arithmetic equation. Upon successfully answering the skill testing question, the selected entrant will become the winner of the Contest. Should the selected entrant not correctly answer the skill testing question, a second skill testing question of the same sort will be provided. Upon successfully answering the second skill testing question, the selected entrant will become the winner of the Contest. Should the selected entrant again prove unable to answer the skill testing question, that entrant will not win the Contest.

If the selected entrant cannot be contacted within 14 days, does not meet all of the Contest conditions, or fails to correctly answer the skill testing question, they forfeit any rights to the Prize. Another entrant may be randomly selected from the remaining eligible entries. In such case, **E.L.K.** reserves the right in its sole and absolute discretion to decide whether to select an alternate winner, or no winner at all. **E.L.K.** is not responsible for the failure for any reason, whatsoever, of a selected entrant to receive notification or for **E.L.K.** to receive a selected entrant's response.

The winner of the Contest will then be required to sign the Declaration and Release Form confirming compliance with the Contest Rules and Regulations and acceptance of the Prize, as awarded.

The decision of **E.L.K.** regarding the winning ballot, success on the skill testing question, and the eligibility of the winner is final and binding.

VII. Limitations:

E.L.K. is in no way responsible for ensuring that the winner complies with the Contest Rules and Regulations.

E.L.K. reserves the right to suspend, cancel or modify the Contest at any time.

If, as a result of an error relating to the entry process, drawing or any other aspect of the Contest, there are more potential winners of Prizes than contemplated in these rules, there will be a random draw amongst all eligible Prize claimants after the Contest closing date to award the correct number of prizes.

E.L.K. is not responsible for any entries lost, late, misdirected, containing inaccurate information or delayed for any reason. By accepting the Prize, the winner agrees to all disclaimers stated as part of the Contest. The winner, by acceptance of the Prize agrees to release **E.L.K.**, its affiliates, subsidiaries, advertising, promotional agencies, and service providers from any and all liability claims or actions of any kind whatsoever. **E.L.K.** will have no further obligation to the Prize winners other than the Prize awarded. Prizes are not transferable and cannot be exchanged, substituted or redeemed for cash, except that **E.L.K.** may, in its sole discretion, substitute a Prize for another prize or prizes of equal or greater value.

By entering the Contest, entrants agree: (i) that any and all disputes, claims and causes of action arising out of or connected with the Contest or any Prize award shall be resolved in accordance with the laws of the Province of Ontario, and (ii) to irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario over any claim or matter arising under or in connection with the Contest.

VIII. Sponsor:

The Contest is sponsored by E.L.K. Energy Inc., 172 Forest Avenue, Essex, ON N8M 3E4.

IX. Liability:

E.L.K. shall not be held responsible for any problems, errors or negligence that may arise or occur in connection with the Contest. **E.L.K.** accepts no responsibility for loss, damage or claims caused by or resulting from the Contest or acceptance of a Prize. **E.L.K.** will not be responsible for late, lost, undeliverable, illegible, incomplete, falsified, tampered with, altered, or destroyed entries for any reason and all such entries will be void. In the event it is determined that an entrant has entered in a fashion not sanctioned by the Contest Rules and Regulations and/or has submitted more than the number of entries permitted by these rules, the entrant will be disqualified, and all of the entries submitted by the entrant will be void. **E.L.K.** is not responsible for any typographical, human, or other error in the printing of the Contest and/or collateral advertising materials, administration of the Contest, processing of the entries or in the announcement of the Prize winners or in any other materials or information associated with the Contest. **E.L.K.** will not be liable, and does not assume any responsibility, for incorrect or inaccurate capture of entry information, technical malfunctions, human or technical error, printing errors, lost, delayed or garbled data or transmissions, omission, interruption, deletion,

defect or failures of any telephone or computer lines or networks, computer equipment, software or any combination thereof.

E.L.K. is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive information by **E.L.K.** on account of technical problems, or on account of traffic congestion on the Internet or at any website or any combination thereof.

E.L.K. reserves the right to terminate, suspend, or extend the Contest or to amend the Contest Rules and Regulations at any time and in any way, without prior notice.

IX. Declaration and Release:

By participating in the Contest or accepting a Prize, entrants agree to release and indemnify **E.L.K.** and any of its parents, affiliates, agents, and contractors, including advertising and promotional agencies, and their directors, officers and employees, from any and all losses, expenses (including legal fees and disbursements), damages, and claims of any kind in connection with the Contest or resulting from the acceptance, use, or misuse of the Prize. By entering this Contest or accepting a Prize, each entrant further acknowledges and agrees that all entries and submissions become the sole property of **E.L.K.** and its affiliates and **E.L.K.** has the right to use as desired without remuneration or liability, except where prohibited by law, and agrees to sign a release acknowledging such rights.

_____ Print Name
_____ Signature
_____ Date