

Viessmann Canada - 2022 Installation Contest Rules // Regulations

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. Odds of winning will depend on the total number of entries and votes received. Void where prohibited by law. Participants are encouraged to submit multiple entries.

1. PHOTO REGULATIONS: Photographs that violate or infringe upon another person's copyright are not eligible. Photographs entered must not have been previously published. Tagged entries are deemed expressly submitted by the Participant. Borders, frames, cropping of photos is permitted, tonal or colour corrections are acceptable. Text or other graphic treatments are not permitted. A selection of entries will also be published on Viessmann's online channels. Viessmann reserves the non-exclusive right to publish any entry and/or use any entry in promotional and advertising materials. Photos published will be credited to the photographer where possible. Winners may be asked to participate in other Viessmann marketing initiatives related to promoting Viessmann Products.

2. COPYRIGHT REGULATIONS: With regard to any photograph submitted to this contest, the entrant, or the owner of copyright in the photograph, retains copyright. By uploading or submitting any photograph to this contest, the entrant grants (or warrant that the owner of such materials expressly grants) Viessmann a royalty-free, worldwide, perpetual, non-exclusive license to display, distribute, reproduce, and create derivative works of the entries, in whole or in part, in any media now existing or subsequently developed, for any Viessmann purpose, including, but not limited to advertising and promotional materials, its website, exhibition, and commercial products, including but not limited to Viessmann publications. Viessmann will not be required to pay any additional consideration or seek any additional approval in connection with such uses.

3. ELIGIBILITY: The Viessmann Photo Contest (the "Promotion") is open only to natural persons who are eighteen (18) years of age or older as of the beginning of the Promotion Period (as defined below), and are Canadian contractors. Employees of Viessmann ("Sponsor"), and each of their respective parent companies, affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, directors, and officers, and each of their immediate family members and persons living in their same household (whether legally related or not), are not eligible to participate in the Promotion or win a prize.

4. HOW TO ENTER: Promotion begins on October 15, 2022 on or about 1:00 am Eastern Time ("EST") and ends on December 15, 2022 at 1:00 pm PT (the "Promotion Period"). Online entry will be completed by using the contest [#ViCAInstall](#) on Facebook, LinkedIn, Twitter or Instagram. No third party entry or entry through a sweepstakes service is permitted. Only eligible entries actually received in compliance with the Promotion Period, will be eligible for winning. No automatic, programmed, robotic or similar means of entry are permitted and Sponsor reserves the right to disqualify any individual using such a method. All entries become the sole and exclusive property of Sponsor and may not be acknowledged or returned. Sponsor is not responsible for incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind, whether mechanical, human or electronic. Failure to comply with these Official Rules may result in disqualification from the Promotion.

5. PRIZE: Two (2) winners will receive a Grand Prize valued at \$300CAD from Viessmann Canada Headquarters.

6. SELECTION OF WINNER: Winner will be selected on or about December 15, 2022. The winner will be determined by a random selection tool within the contesting platform, amongst qualifying entries, at Viessmann's discretion. Actual odds of winning depend on the number of eligible entries received during the Promotion Period. The Sponsor reserves the right to disqualify any participant or winner and may refuse to award any prize to a person who is ineligible or has violated any rule, gained unfair advantage in participating in the Promotion or obtained winner status using fraudulent means.

7. WINNER NOTIFICATION: The potential winner will be notified via email and/or social media, within forty-eight (48) hours from the time the potential winner is selected. The selected winner will only be contacted by Viessmann Canada; other spam accounts should be ignored. Notification is deemed to have occurred immediately upon sending of an e-mail or a direct message ("Notification"). In the event that Sponsor is unable to reach the potential winner or he/she does not respond within ten (10) days from Notification, he/she will be disqualified and Sponsor will select a new winner according to these Official Rules, time permitting. Additionally, if the winner is ineligible, it will be deemed as if the winner has rejected the prize.

8. GENERAL: All federal, provincial and local laws and regulations apply. Void where prohibited by law. By entering the Promotion, participants agree to be bound by these Official Rules and the decisions of Sponsor, which are final and binding in all respects. Entrants who do not comply with these Official Rules, or attempt to interfere with the Promotion in any way, shall be disqualified. Entrants and the prize winner agree to release, defend, indemnify and hold harmless Sponsor, Viessmann, and each of their respective officers, employees, directors, parent and related companies, affiliates, subsidiaries, agencies and any other companies participating in the design, administration or fulfillment of the Promotion (collectively, "Released Parties") from liability of any kind or nature for any injuries, damages or losses of any kind or any other costs or expenses resulting from participation in this Promotion, or acceptance, possession or use, misuse or awarding of a prize or parts thereof, including, without limitation, any injury, damage death, loss or accident to person or property. Acceptance of a prize constitutes permission (except where prohibited by law or regulation) to use the winner's name, likeness, biographical data and statements for advertising and publicity purposes without notice or additional compensation.

The Released Parties are not responsible for any printing, typographical, mechanical, human or other errors in these Official Rules, in the administration of the Promotion, in the announcement of the prize winner, and/or in any advertising or other associated promotional materials in connection with the Promotion. Further, the Released Parties are not responsible for technical, hardware, software, electronic, network, telephone or other communications malfunctions, errors or failures of any kind, errors in transmission, lost or unavailable network connections, telephone connections, dropped dial-up internet connections, interrupted broadband, cable, or wireless internet connections, cell phone dropped calls, unauthorized human intervention, traffic congestions, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed transmissions which may limit or restrict an entrant's ability to enter the Promotion, including any injury or damage to participant's or any other person's phone or other electronic computing or telephone equipment, or other matter relating to or resulting from participation in this Promotion. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Promotion should any virus,

bugs, non-authorized human intervention, fraud or other causes beyond its reasonable control corrupt or affect the administration, security, fairness or proper conduct of the Promotion and no compensation will be payable. ANY PERSON ATTEMPTING TO DEFRAUD SPONSOR OR IN ANY WAY TAMPER WITH, DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION WILL BE DISQUALIFIED AND MAY BE SUBJECT TO CIVIL AND/OR CRIMINAL PROSECUTION.

9. GOVERNING LAW / DISPUTES: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Promotion will be governed by and construed in accordance with the internal laws of the province of Ontario, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other province's laws. The parties hereby consent to exclusive jurisdiction and venue of the courts located in Ontario, Canada in any action to enforce (or otherwise relating to) these Official Rules or relating to this Promotion.

BY ENTERING THE PROMOTION, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED, (IF ANY), NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

8. TAXES: The winner will be solely responsible for all taxes (federal, provincial, and local) and for any other fees or costs associated with the prize they receive. Sponsor reserves the right to withhold and deduct such taxes and charges from the prize if and to the extent required by law.

9. MISCELLANEOUS: The names of individuals, groups, companies, products and services mentioned herein, and any corresponding likenesses, logos and images thereof reproduced herein, have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any individual, group or company, or the inclusion of a product or service as a prize, does not imply any association with or endorsement by such individual, group or company or the manufacturer or distributor of such product or service and, except as otherwise indicated, no association or endorsement is intended or should be inferred. The invalidity or unenforceability of any provision of these Official Rules or the Required Documents will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Required Documents is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not

constitute a waiver of that provision. For entrants, to the extent there is a conflict between these Official Rules and any terms of use or other agreement posted on the Web Site, these Official Rules control.

///END OFFICIAL RULES///