

THIS PROMOTION IS INTENDED ONLY FOR RESIDENTS OF CANADA AND THE UNITED STATES OF AMERICA. DO NOT PROCEED IN THIS PROMOTION UNLESS YOU ARE A LEGAL RESIDENT OF CANADA OR THE UNITED STATES OF AMERICA AND AT LEAST THE AGE OF MAJORITY IN THE PROVINCE, TERRITORY OR STATE WHERE YOU ARE A LEGAL RESIDENT.



## “STAY COOL WITH MYSA” GIVEAWAY OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING A PRIZE.**

1) **Sweepstakes Period:** The “Stay Cool With Mysa” Giveaway promotion (the “**Sweepstakes**”) begins at 12:00:01 AM Newfoundland and Labrador Time (“**NT**”) Wednesday, July 28th, 2021 and ends at 23:59:59 PM, NT Tuesday, August 31st, 2021 (the “**Sweepstakes Period**”).

2) **Eligibility:** This Sweepstakes is open only to legal residents of Canada who are at least the age of majority in the province or territory of their primary residence at the time of entry with a primary residence in Canada and to legal residents of one of the fifty states of the United States of America and the District of Columbia. who are at least the age of majority in the state of their primary residence at the time of entry with a primary residence in the United States (collectively, the “**Sweepstakes Area**”). The Sweepstakes is void outside of the Sweepstakes Area and where otherwise prohibited or restricted. Employees, officers, directors, members and shareholders of Empowered Homes Inc. (“**Mysa**” or “**Sponsor**”) and its parent companies, subsidiaries, affiliates, and advertising or promotion agencies (the “**Sweepstakes Entities**”) and members of their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) are not eligible to enter or win. Participation in this Sweepstakes constitutes an entrant’s unconditional acceptance of these Official Rules and the acceptance of the decisions of the Sponsor, which are final in all respects.

3) **How to Enter:** You can enter the Sweepstakes by visiting <https://getmysa.com/staycool> and complete the sign-up form to enter. Entries must contain all required information. Incomplete, illegible, or late entries will be void. Sponsor reserves the right to reject entries if Sponsor determines that the entrant has not complied with these Official Rules. No purchase is necessary to enter the Sweepstakes. An additional entry in the Sweepstakes will be granted to an entrant for each “refer a friend” made by the entrant on the Sweepstakes page and for each “secret code” entered which is sent by the Sponsor to its email subscribers.

4) **Random Drawing; Odds; Winner Notification:** On or about September 1st, 2021 at 12:00:00 PM NT at Sponsor’s headquarters, 34 Harvey Road, Suite 402, St. John’s, NL A1C 2G1, Sponsor will conduct a random drawing from among all eligible entries received in accordance with these Official Rules during the Sweepstakes Period. One potential winner will be selected. Odds of winning depend on the number of eligible entries received. The potential winner will be notified by e-mail using the information provided on the entry form. It is the entrant’s responsibility to keep his/her email address current. Sponsor is not responsible for any entry errors, active or passive filtering or insufficient space in a potential winner’s e-mail inbox that prevents the receipt of any message from Sponsor. If the potential winner does not respond to Sponsor’s email notification within three (3) business days and agree to accept the prize in accordance with these Official Rules, the entry shall be disqualified and the

prize forfeited, and an alternate winner will be selected by Sponsor in a random drawing from among all remaining eligible entries. Award of the prize is subject to satisfaction of all terms and conditions in these Official Rules. The selected winner will be required to complete a skill-testing question (if the selected entrant is a resident of Canada), an Affidavit of Eligibility, Release of Liability, and Publicity Release, and such other documentation as Sponsor may require in order to receive the prize. The selected winner must complete and return the Affidavit of Eligibility, Release of Liability, and Publicity Release, together with the correct response to the skill-testing question (if the selected entrant is in Canada), within fourteen (14) days from the date that Sponsor sends the documents to the selected winner. In the event that (i) the selected winner cannot be reached, (ii) the selected winner fails to comply with the requirements for the prize award within the prescribed time periods, (iii) the selected winner is found to be ineligible to enter or win the Sweepstakes, or (iv) the selected winner does not comply with these Official Rules, the selected winner will be disqualified and an alternate winner will be selected, at Sponsor's discretion, in a random drawing from among the remaining eligible entries. Winner selection is under the supervision of Sponsor, whose decisions are final. The prize shall be sent to the winner.

**5) Prize, Approximate Retail Value (ARV): (1) Grand Prize:** One (1) Grand Prize is available to win. The Grand Prize consists of one Tosot 10000 BTU Portable Air Conditioner (or equivalent) and one Mysa Smart Thermostat for AC. Tosot is not a participant in or sponsor of the Sweepstakes. The approximate retail value of the Grand Prize is \$829 CAD. The prize is awarded "as is" and the winner acknowledges that Sweepstakes Entities have neither made, nor are in any manner responsible or liable for, any warranty, representation, or guarantee, expressed or implied, in fact or in law, relative to the prize or regarding the use, value or enjoyment of the prize. Winner is solely responsible for all taxes, inspection fees, and additional service fees or costs required for use of the prize. No transfer, cash substitution, refund, or replacement of the prize is permitted, except that Sponsor reserves the right to substitute a prize of equal or greater value in its sole discretion. When required by applicable law, Sponsor will report the name of the winner and the value of the prize to the appropriate taxing authority.

**6) General:** By participating in this Sweepstakes, each entrant agrees to be bound by these Official Rules. Sweepstakes administration and winner verification will be supervised by the Sponsor, whose decisions are final. Entrants waive the right to contest any decision by Sponsor concerning any aspect of the Sweepstakes, the interpretation of the Official Rules or the determination of qualification of entries. The Sweepstakes Entities shall not be responsible for any mail, e-mail or computer delays, malfunctions, disruptions, or unavailability regardless of cause, including technical, hardware, software, telephone, Internet, network problems or virus contamination. The Sweepstakes Entities shall not be responsible for technical, pictorial, typographical or editorial errors or omissions in any marketing materials or these Official Rules. The Sweepstakes Entities shall not be responsible for any other delay, failure, or malfunction in connection with Sweepstakes administration, including, but not limited to, errors by the Sweepstakes Entities and their representatives who enter incorrect information into any of Sponsor's systems. The Sweepstakes Entities are not responsible for delays or disruptions caused by third parties or force majeure. Sponsor reserves the right to cancel or terminate the Sweepstakes if in Sponsor's sole determination it believes that the integrity of the Sweepstakes has been, or could be, compromised or that the Sweepstakes is not capable of running as planned, or fairly. Sponsor reserves the right to disqualify any entry from the Sweepstakes if in Sponsor's sole judgment the entrant has not complied with these Official Rules.

**7) Waiver of Liability:** Some jurisdictions do not allow the limitation or exclusion of liability, so some of the above may not apply to you. By entering this Sweepstakes, each entrant explicitly releases, discharges and holds harmless the Sweepstakes Entities, their employees, agents, shareholders, members, successors and assigns, one and all, from any and all liability, actions, causes of action, claims, demands, costs, fees, charges, and damages of any kind whatsoever (including, without

limitation, claims, costs, losses, expenses, or damages related to personal injury, death, damage to or destruction of property, rights of publicity or privacy, defamation, and intellectual property) arising from or relating to participation in the Sweepstakes, acceptance, possession, use or misuse of any prize, or participation in any promotion-related activity, whether under a claim or theory of contract, tort (including Sponsor's negligence), warranty, or any other theory or cause of action. The winner waives the right to (1) assert as a cost of winning the prize any and all costs of verification and redemption or travel to redeem said prize, and (2) claim any damages, expenses, costs or liability (including legal fees and experts' fees and costs) which might arise from redeeming or seeking to redeem or using said prize, including travel. Winner is solely responsible for all taxes and shall indemnify Sponsor for any penalty or assessment arising from the prize award. The waiver of liability set forth above is intended to be as broad as the law allows.

**8) Applicable Laws.** The Sweepstakes shall be governed by (i) the laws of the Province of Québec and the laws of Canada applicable therein with respect to residents of the Province of Québec, and (ii) the laws of the Province of Newfoundland and Labrador and the laws of Canada applicable therein with respect to all other entrants, without regard to conflict of laws principles. If any provision of the Sweepstakes or Official Rules shall be deemed to violate any federal, provincial or local law, regulation or ordinance, it shall be amended to conform to such law and all other provisions shall remain in full force and effect. If Sponsor is required by applicable federal, provincial or local law, regulation or ordinance, or by action of an administrative agency to cease offering the Sweepstakes in any jurisdiction, Sponsor reserves the right to (i) terminate the Sweepstakes in such jurisdiction in its entirety, and/or (ii) cancel and remove from participation in the Sweepstakes any and/or all entries from entrants residing in such jurisdiction, without penalty and without obligation to any Sweepstakes entrant. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**9) Publicity:** Acceptance of the prize constitutes permission to use the winner's name, voice and likeness and any and all identifying characteristics (other than phone number, address and email address) including, but not limited to, the taking of photographs and/or videos by Sponsor's photographer/videographer for publicity purposes including, without limitation, posting on [www.getmysa.com](http://www.getmysa.com) and email and social channels, and to own all results thereof, without further consent, review, or compensation, unless prohibited by law. Winner agrees to execute any and all additional documents requested by Sponsor to confirm or convey such rights. Nothing shall obligate Sponsor to make use of any of the rights granted herein.

**10) Entries will be owned by Sponsor; Marketing Information:** All entries submitted become the property of Sponsor and none will be acknowledged or returned. The Sponsor collects personal information from you when you enter the Sweepstakes. The information collected is subject to the Sponsor's Privacy Policy which can be found at <https://help.getmysa.com/hc/en-us/articles/360049383212>. Sponsor or its agents may send updates, winner notification, promotional and marketing materials, and similar information to entrants at the street address and/or e-mail address provided. Entrants may opt out of receiving promotional materials by following the directions at the GetMysa website or in the correspondence received from Sponsor. By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policies.

**11) Disputes:** *For Quebec Residents:* Any litigation respecting the conduct or organization of a publicity Contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any such litigation respecting the awarding of a Prize may be submitted to the Régie des alcools, des courses et des jeux only for the purpose of helping the parties reach a settlement. *For residents of any other province or territory other than the Province of Québec:* The entrant agrees that any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes or the prize

awarded and all issues and questions concerning the validity, interpretation and enforceability of these Official Rules shall be resolved individually, without resort to any form of class action, exclusively in a court of competent jurisdiction sitting in the Province of Newfoundland and Labrador without regard for conflicts of law doctrine. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes and never shall include consequential, incidental or punitive damages, attorneys' or experts' fees, which are expressly waived. Some jurisdictions do not allow the limitation or exclusion of liability, so some of the above may not apply to you.

12) **Suspending/Cancelling/Amending the Contest:** The Sponsor reserves the right, with the consent of the Régie des alcools, des courses et des jeux, to terminate or suspend the Contest or to amend these Official Contest Rules and Regulations at any time and in any way, without prior notice, for any reason whatsoever. Without limiting the foregoing, if for any reason the Contest is not capable of running or being completed, as originally planned (for example, as a result of tampering or infection by a computer virus) the Sponsor reserves the right, with the consent of the Régie des alcools, des courses et des jeux, to cancel the Contest.

13) **Winners List:** For a Winners List, send a hand-printed, self-addressed #10 business envelope with proper return postage to "Winner — "Stay Cool With Mysa" Sweepstakes" 34 Harvey Road, Suite 402, St. John's, NL A1C 2G1. Requests must be received by September 30th, 2022.

14) **Sponsor:** The Sweepstakes is sponsored by Empowered Homes Inc. ("Mysa"), 34 Harvey Road, Suite 402, St. John's, NL A1C 2G1.

**SUMMARY CONSUMER DISCLOSURE: NO PURCHASE OR OBLIGATION NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.** Sweepstakes ends 12:00 AM, NT August 31<sup>st</sup>, 2021. All entries must be complete, including a valid e-mail address, to be eligible. Individuals under the age of majority, who do not live in Canada or are legal residents of one of the fifty states of the United States of America or the District of Columbia, or who are affiliated with the Sponsor are not eligible to enter or win. Prize: One (1) Grand Prize. Terms and conditions of service apply. One prize winner will be selected from among all eligible entries. Odds of winning depend on the number of eligible entries received. No substitution of prizes or redemption for cash. Taxes, inspection fees, and additional service fees, where applicable, are the responsibility of the winner. Winner will be required to sign an affidavit of eligibility, waiver, and release. Void where prohibited. Sponsored by Empowered Homes Inc. ("Mysa"), 34 Harvey Road, Suite 402, St. John's, NL A1C 2G1. See Official Rules for all details.