

RULES AND REGULATIONS

“The Electric Fuelling Station of the Future” Design Competition

1. COMPETITION START AND END DATES

The Electric Fuelling Station of the Future Design Competition (the “**Competition**”) begins on August 30, 2021 at 23:59:59 Eastern Daylight Saving Time and ends on November 18, 2021 at 20:59:59 p.m. Eastern Daylight Time (the “**Competition Period**”).

2. WHO IS ELIGIBLE TO ENTER

The Competition is open to residents of any country: 1. who have reached the legal age of majority in their place of residence at the time of entry, 2. where entering this Competition is legal where they reside (void where prohibited by law), 3. who agree to be bound by these Competition rules, its Annex(es) (the “**Rules**”) and other Competition documentation and 4. have experience in design, including:

- Designers and design firms from all disciplines
- Architects, landscape architects, urban design and architectural firms
- Engineers
- Interdisciplinary teams in engineering, architecture, design and other adjacent industries may enter collaboratively, as long as one team member is an accredited architect or designer or enrolled in a post-secondary program in the field
- Post-secondary students enrolled in design and architecture programs

Collectively, entrants who are eligible to enter this Competition are called “**Eligible Entrants**”.

Excluded from entering the Competition are the employees, representatives or agents (and those with whom such persons are living, whether related or not) of ArcAscent Inc./DBA Electric Autonomy Canada (the “**Sponsor**”), Parkland Corporation, General Motors, CIBC and other partners, their respective parent companies, affiliates, subsidiaries, prize suppliers, advertising/marketing or promotion agencies and any other individual(s), entity

or entities involved in the development, production, implementation, administration or fulfillment of the Competition (collectively, the **“Competition Parties”**) and any person residing in any area (country/state/province/county etc.) for whom entering this Competition is illegal or requires a formality.

3. HOW TO ENTER

NO PURCHASE IS REQUIRED TO ENTER. THERE IS NO COST OF ANY SORT TO ENTER THIS COMPETITION.

Everyone who meets the eligibility requirements as defined above is an eligible entrant. Each eligible entrant will submit one idea per Competition submission that demonstrates to the public how an electric vehicle (EV) charging stop on a highway could be reimagined to enhance the driver experience with fresh thinking around services, amenities and conveniences that they might enjoy in such a location (the **“EV Refuelling Station Design”**).

Eligible Entrants can enter the Competition as many times as they like, providing each entry (the **“Entry”** or **“Entries”**) contains its own original EV Refuelling Station Design and is substantially different from any other Entry submitted. Multiple entries of the same EV Refuelling Station Design will be declared ineligible and dismissed.

Eligible Entrants must submit each EV Refuelling Station Design via the official online submission process, which is on a dedicated Competition microsite hosted by the Sponsor at **designawards.electriconomy.ca** (the **“Competition Website”**). More detailed submission information is available in the Annex to these rules and regulations.

To be eligible, all materials associated with each Entry (collectively, the **“Entry Materials”**) must:

- (a) be submitted and received in accordance with these Rules, during the dates of the Competition Period.
- (b) meet all applicable requirements for the EV Refuelling Station Design as described in these Rules.

Any Entry submitted by a team will have to declare a team leader, and that team leader will be responsible for complying with all Competition Rules, including ensuring the team has all the rights required to enter being submitted.

All Eligible Entrants must agree:

- (a) to be bound by these Rules, including following all submission requirements
- (b) to review and sign the Sponsor’s Declaration and Release Form, as determined by Sponsor in its sole and absolute discretion, if the eligible entrant becomes an eligible winner.

4. ADDITIONAL ENTRY RULES

If it is discovered that any person has attempted to use different names or different identities or multiple email addresses or any other means not in keeping with these Rules (in law or in spirit) to enter the same EV Refuelling Station Design under different names or identities or otherwise disrupt or attempt to disrupt this Competition in any way, they will be disqualified from the Competition in the sole and absolute discretion of the Sponsor.

The Competition Parties and each of their respective agents, employees, shareholders, officers, directors, legal representatives, members, agents, successors, and assigns (collectively, the “**Released Parties**”) are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete or incompatible Entries, Entry Materials and/or other information (all of which is void). Entry Materials, including the Entry, may be rejected if, in the sole and absolute discretion of the Sponsor, the Entry Materials are not submitted and received in accordance with these Rules and/or if the Entry Materials are not otherwise in compliance with these Rules (including, but not limited to, the requirements for the EV Refuelling Station Design as set forth below in these Rules and Annex, all as determined by Sponsor in its sole and absolute discretion).

If this Competition receives no entries, too few entries or too few quality entries that meet the requirements for submission as described in these Rules and its Annex, the Sponsor reserves the right to extend the deadline for submission, delay or cancel the Competition at its sole and absolute discretion without further formality.

5. AGREEMENT TO BE LEGALLY BOUND BY COMPETITION RULES

By participating in this Competition, you indicate that you have read and understood these Rules and agree to be legally bound by these Rules, all other Competition documents and the decisions of the Competition jury.

6. VERIFICATION OF ENTRANTS AND ENTRIES

All Entries, Entry Materials and entrants are subject to verification related to this Competition at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification):

- (a) for the purposes of verifying the eligibility and/or legitimacy of any Entry, Entry Materials and/or other information entered (or purportedly entered) for the purposes of this Competition.
- (b) for the purposes of verifying an individual’s eligibility to participate in this Competition.
- (c) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Competition in accordance with the Sponsor’s interpretation of the letter and spirit of these Rules.

Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor.

7. SUBMISSION REQUIREMENTS

Release and Indemnity: BY SUBMITTING AN ENTRY, EACH ENTRANT AGREES THAT THE ENTRY (AND EACH INDIVIDUAL COMPONENT THEREOF, INCLUDING THE ENTRY MATERIALS), COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE RELEASED PARTIES SHALL BEAR NO LIABILITY WHATSOEVER FOR ENTRIES THAT DO NOT COMPLY WITH THESE RULES, INCLUDING BUT NOT LIMITED TO COPIED ENTRIES, FRAUDULENT ENTRIES, ENTRIES FOR WHICH THE ENTRANT DOES NOT OWN 100% OF THE RIGHTS TO THE DESIGN SUBMITTED WITH THE ENTRY, ETC. THE RELEASED PARTIES SHALL BE HELD ENTIRELY HARMLESS BY EACH ENTRANT IN THE EVENT IT IS DISCOVERED THAT AN ENTRANT HAS DEPARTED FROM OR NOT OTHERWISE FULLY COMPLIED WITH ANY OF THESE RULES. THIS RELEASE AND INDEMNITY SHALL CONTINUE IN FORCE FOLLOWING THE TERMINATION OF THE COMPETITION AND/OR AWARDING OF ANY PRIZES.

THE RELEASED PARTIES SHALL NOT BE RESPONSIBLE FOR, AND SHALL BE HELD ENTIRELY HARMLESS AGAINST ANY AND ALL CLAIMS BY ANY ENTRANT IN THE EVENT THAT A SIMILAR DESIGN IDEA IS ALSO RECEIVED AS AN ENTRY TO THE COMPETITION. THE RELEASED PARTIES SHALL NOT BE RESPONSIBLE FOR, AND SHALL BE HELD ENTIRELY HARMLESS AGAINST ANY AND ALL CLAIMS BY ANY ENTRANT IN THE EVENT THAT A SIMILAR DESIGN IDEA IS ALREADY BEING CONSIDERED FOR DEVELOPMENT OR IS ALREADY UNDER CONSTRUCTION, IN WHOLE OR IN PART, BY THE RELEASED PARTIES, OR WILL BE CONSIDERED OR CONSTRUCTED NOW OR IN THE FUTURE BY THE RELEASED PARTIES.

Warrants and represents: By participating in the Competition and submitting an Entry, each eligible entrant hereby warrants and represents that the Entry Materials they submit:

- a) **are entirely original** to the eligible entrant and that the eligible entrant is the owner of all necessary intellectual property rights and any other rights in and to the Entry Materials for the purposes of entering such Entry Materials in the Competition
- b) do not violate any law, statute, ordinance or regulation
- c) do not contain any reference to or likeness of any identifiable third parties
- d) will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party
- e) have not been made public or otherwise published or entered in another competition prior to submission to this Competition
- f) are not defamatory, libelous, pornographic or obscene, and that they will not

contain, without limitation, any of the following: mentions of the Competition Parties' competitors, politics, nudity, alcohol/drug consumption or smoking, anything sexual in nature, crude, vulgar or offensive language and/or symbols, derogatory characterizations of any ethnic, racial, sexual, religious or other groups, content that includes any illegal, inappropriate or risky behaviour or conduct, personal information of individuals, commercial messages, comparisons or solicitations for products or services, any identifiable third party products, trademarks, brands and/or logos (other than those of Sponsor), conduct or other activities in violation of these Rules, and/or any other materials that are or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole and absolute discretion.

Any Entry Materials that the Sponsor, the Competition Parties and/or its promotional agencies, in its sole and absolute discretion, deems to violate the terms and conditions set forth in these Rules are subject to disqualification. Entries that are frivolous and don't meet the Submission Requirements will be void. The Sponsor reserves the right, in its sole and absolute discretion at any time and for any reason, to request an eligible entrant to modify, edit and/or re-submit any Entry Materials (or any part thereof) in order to ensure that the Entry Materials comply with these Rules, or for any other reason.

The Sponsor reserves the right, in its sole discretion, to take whatever action it deems necessary based on the circumstances – including, without limitation, disqualifying the Entry Materials (and the corresponding Entry and/or the associated eligible entrant) – to ensure that the Competition is being conducted in accordance with the Sponsor's interpretation of the letter and spirit of these Rules.

8. INTELLECTUAL PROPERTY

By participating in the Competition and submitting an Entry, each Eligible Entrant hereby:

(a) Grants to Sponsor and Competition Parties, automatically upon the submission of their Entries, a royalty-free, non-exclusive license to use, reproduce, display, and edit the Competition Entries in whatever way they choose, worldwide, in any medium, in perpetuity, for the purposes of (1) promoting or advertising the Competition, (2) constructing projects based on any winning submissions or any aspect of any winning submissions, modified as Sponsor and its Competition Parties see fit, or (3) any other related reason. Sponsor will encourage its Competition Parties to negotiate mutually satisfactory agreements with participants whose submissions are substantially used to assist in commercializing and constructing such submissions.

(b) waives all moral rights in and to the Entry Materials (and each component thereof) associated with their entry in favour of the Sponsor (and anyone authorized by the Sponsor to use the Entry Materials).

(c) agrees to release and hold harmless the Released Parties from and against any and all claims, damages, liabilities, costs, and expenses arising from use of the Entry Materials (and

each component thereof), including, without limitation, any claim based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property right (or any other right), or other cause of action whatsoever.

9. THE PRIZES

There are a total of three (3) monetary prizes (the “Prizes”) available to be won:

1st Prize: Twenty-five thousand Canadian dollars (\$25,000 Canadian)

2nd Prize: Ten thousand Canadian dollars (\$10,000 Canadian)

3rd Prize: Five thousand Canadian dollars (\$5,000 Canadian)

TOTAL AMOUNT OF PRIZES OFFERED: Forty thousand Canadian dollars (\$40,000 Canadian)

Each Prize will be payable via wire transfer to the bank account nominated by the confirmed winners.

10. ADDITIONAL INFORMATION ABOUT THE PRIZES

Although this Competition is based on skill, to avoid any uncertainty, each of the three winning Eligible Entrants, before being declared winners, will have to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered by Sponsors or its representative by phone.

The decision as to whether or not to build the winning Competition Entries in real life, in part or on the whole, is at Sponsor’s sole and absolute discretion. And if a winning design is built, the nature and substance of the design is at Sponsor’s sole and absolute discretion. For the sake of clarity, there is no obligation whatsoever on the Sponsor, its Competition Parties, or any other entity to produce the designs of the winning entries or any Eligible Entry submission. Even if a winning design is produced, there is no obligation whatsoever on the Sponsor or any other entity to make it public or put it to use in any way. All decisions of the Sponsor in these regards shall be considered final and binding without right of appeal.

All Prizes must be accepted as awarded and are not transferable or assignable (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions are permitted, except at Sponsor’s option. Sponsor reserves the right, in its sole and absolute discretion, to substitute any Prize with a prize of equal or greater retail value.

Neither the Sponsor, the Competition Parties, nor any of the other Released Parties, will intervene in any dispute(s) regarding the Entries among any individuals who may or may

not have assisted in creating the Entry Materials or lay claim to ownership in the Entry Materials, in whole or in part.

Any Prize won by a team will be distributed to the team leader designated on the entry form.

11. ELIGIBLE WINNER SELECTION PROCESS FOR PRIZES ONE, TWO AND THREE

A panel of judges (the “**Competition Judges**”) appointed by the Sponsor will judge each eligible entry submitted on an anonymous basis and each Entry will receive in accordance with these Rules on the basis of the following weighted criteria:

Criteria	Weighting
1. Innovative concept Competition Judges are looking for an innovative approach to the program brief that curates a new experience for EV drivers and their passengers, reinventing the traditional roadway pitstop, and transforming the dwell time into a positive experience.	30%
2. Design Guests should be treated to a novel, visually pleasing experience at every turn.	25%
3. Sustainability Proposed concepts should prioritize sustainable materials and building techniques. We are looking for a positive energy strategy that reduces carbon and is implementable in Canada today.	25%
4. Feasibility Design concepts should be feasible, taking into account Canadian weather, should there be interest in commissioning a project. No levitating car parks please!	20%
TOTAL	100%

Odds of winning: The odds of winning depends on the number of eligible entries received before the end of the Competition Date, in accordance with these Rules. Sponsor cannot predict the odds of winning as it has no prior knowledge of the number of Eligible Entrants that will be received.

The judging process more specifically is as follows:

1. The Competition Judges will score each eligible entry to determine their list of Top 10 entries.
2. The Top 10 entries of each Competition Judge will then be compiled into a shortlist to be

considered during a meeting of all the Competition Judges.

3. During the Competition Judge meeting, the Competition Judges will finalize the selection of the top 3 eligible winners (the “**Eligible Winners**”) based on their expertise.

4. The list of the Eligible Winners is determined solely and entirely by the Competition Judges at their discretion. The Competition Judges’ decision is final, without appeal, and cannot be contested in any way.

The judging process is scheduled to end on or about December 7, 2021 (“**Winners Selection Date**”).

12. ELIGIBLE WINNERS’ NOTIFICATION PROCESS

The Sponsor or its designated representative will make a minimum of four (4) attempts to contact the Eligible Winners using the information provided by the entrants themselves in the submission process within three (3) business days of the Winners Selection Date. If the Eligible Winners cannot be contacted as outlined above, or if there is a return of any notification as undeliverable, then this Eligible Winner may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to be a winner) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate Eligible Winner based on the judging process as described above.

13. ELIGIBLE WINNER CONFIRMATION PROCESS

No one is a winner unless the Sponsor officially confirms them as a winner in accordance with these rules.

Before being declared a confirmed winner (a “**Winner**”), each Eligible Winner as determined by the Competition Judges will be required to sign and return within five (5) business days of notification, the Competition Declaration and Release form, which, among other things:

- (a) confirms compliance with these Rules.
- (b) releases the Released Parties from any and all liability in connection with this Competition and their participation within it.
- (c) confirms the granting of **all** rights necessary to construct their winning Entry Design submissions, should the Sponsor and/or Competition Parties choose to in their sole and absolute discretion to do so. Sponsor will encourage its Competition Parties to negotiate mutually satisfactory agreements with participants whose submissions are substantially used to assist in commercializing and constructing such submissions.
- (d) agrees to indemnify the Released Parties against any and all claims, damages, liabilities, costs, and expenses arising from use of the Entry Materials including, without limitation, any claim that the Entry Materials infringe a proprietary interest of any third

party.

(e) agrees to the publication, reproduction and/or other use of their name, city and country of residence, voice, statements about the Competition and/or photos or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the internet.

FOR THE SAKE OF CLARITY

If any Eligible Winner associated with an eligible Entry does any of the following, then such Eligible Winner may be disqualified (and will forfeit all rights to be a Winner) and the Sponsor reserves the right, in its sole and absolute discretion, to select an alternate Eligible Winner based on the judging process as described in these Rules.

Eligible Winners may be disqualified if they:

- a) fail to return the Competition documents within the specified time, including but not limited to, the Declaration and Release form.
- b) cannot be (or are unwilling to be) declared a Winner for any reason.
- c) are determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion).
- d) were not eligible to enter this Competition because of the laws where they reside.
- e) fail to correctly answer the skill-testing question or other formality required under these rules.

14. ELIGIBLE PRIZE WINNER ANNOUNCEMENT

The confirmed Winners in accordance with these Rules will be formally announced as the confirmed Winners on February 1, 2022.

15. GENERAL CONDITIONS

a. Unclaimed Prizes may be forfeited and may not be awarded. Sponsor is not responsible for any change of email address, mailing address and/or other information supplied by Entrants. All Competition-related information becomes the property of Sponsor and no Competition-related information will be returned.

b. This Competition is subject to the applicable federal, provincial and municipal laws in Canada. The Competition is void where not permitted by the laws where entrants reside. The decisions of the Sponsor with respect to all aspects of this Competition are final and binding on all entrants without right of appeal. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR'S INTERPRETATION OF THE LETTER AND/ OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

c. The Released Parties will not be liable for: (i) any failure of any website or any platform during the Competition; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the phone network or lines, computer online systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry, Entry Materials, or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic on the internet or at any website; (iv) any injury or damage to an Eligible Entrant's or any other person's computer or other device related to or resulting from participating in the Competition; (v) anyone being incorrectly and/or mistakenly identified as a Winner or Eligible Winner; and/or (vi) any combination of the above.

d. The Sponsor reserves the right to withdraw, amend or suspend this Competition (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Competition as contemplated by these Rules, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to undermine the legitimate operation of this Competition in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right to cancel, amend or suspend this Competition, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever, including but not limited to, no Entries received, insufficient Entries received, and insufficient number of Entries received that meet submission requirements.

e. The Sponsor reserves the right to adjust any of the dates, times and/or other Competition procedures stipulated in these Rules, to the extent deemed necessary by the Sponsor, for purposes of verifying compliance by any eligible entrant, Entry, Entry Materials and/or other information with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Competition as contemplated in these Rules, or for any other reason.

f. In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Competition-related materials, including, but not limited to: the French version of these Rules, point of sale, television, print or online promotion or advertising and/or any instructions or interpretations of these Rules given by any representative of the Sponsor; the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law. The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules

shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

g. The Rules will be available for download at <https://designawards.electriconomy.ca>. The short-form of these Rules will also be available on the Competition Website and elsewhere.

h. By entering this Competition, each entrant expressly consents to the Sponsor, their respective agents and/or representatives, storing, sharing and using the personal information submitted for the purpose of administering the Competition and in accordance with the Sponsor's privacy policy (<https://electriconomy.ca/privacy-policy/>). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

i. To the fullest extent permitted by law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, Sponsor or any of the other Released Parties in connection with the Competition will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, 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. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Rules or relating to this Competition.

[Annex follows]

Annex – EV Refuelling Station Design Entry Requirements

Entries can be submitted in English or in French:

- Entrants are asked to include a submissions document of maximum 10 pages (pdf) that tells the story of their entry both graphically and in words in a comprehensive way, along with images as specified below.

IMAGE REQUIREMENTS

Image 1 (required): Site plan to scale that shows how the entire site is organized and facilities are integrated. A graphic scale must be provided. Suggested metric site plan scales include: 1:500, 1:1000 or 1:2000.

Image 2 (required): A 3D view of the overall concept proposed.

Images 3-6 (minimum 1 required, maximum 4): Conceptual drawings of key components of the overall facility with graphic scales or key dimensions included where appropriate. as appropriate to the idea, and to scale appropriate to the idea. Please provide a description of each component or facility, with a maximum word count of 150 words, in the field provided.

TEXT REQUIREMENTS

Project statement: Title of the project and description text (750 words maximum) describing the proposal, how it satisfies the competition brief and some of the key features and experiences for the traveller proposed on site. The full competition brief can be found at designawards.electricautonomy.ca

Entrant information: Entrants must provide their full name, preferred pronouns, affiliation (university if a student, company if a professional) and address. For entries with multiple contributors, please provide this information for each member of the team and identify a team leader.

OPTIONAL MEDIA

Video: 1-2 90-second (max) high-res video (.mp4) that further illustrates or supports your design; *or*,

GIFs: 1-2 GIFs that further illustrates or supports your design.