

E Source Sweepstakes Official Rules



NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THIS PROMOTION. A purchase will not increase your chance of winning.

- 1. PROMOTIONAL PERIOD.** This South Jersey Gas Voice of the Customer Sweepstakes (the "Promotion") commences on **January 1, 2019**, at 12:01 a.m. and ends on **December 31, 2019**, at 11:59 p.m. (the "Promotional Period").
- 2. WHO IS ELIGIBLE.** The Promotion is open to all legal residents of the United States. The employees, agents, directors, officers, and contractors of the following entities are not eligible to participate in this Promotion (the following entities being the "Promotional Entities"): (a) E Source Companies, LLC (the "Sponsor"); (b) South Jersey Gas Company; (c) the advertising, fulfillment, judging, and promotional agencies involved in the development and administration of this Promotion; and (d) the parents, subsidiaries, and affiliated companies and distributors of the foregoing entities. The immediate family members (spouse, parent, child, sibling, and their respective spouses and children, regardless of where they reside) and household members (whether or not related) of the employees, agents, directors, officers, and contractors of the Promotional Entities are not eligible to participate in this Promotion. This Promotion is void outside the United States and where prohibited by law.
- 3. HOW TO ENTER.** To enter the Promotion, complete one of the two following methods of entry during the Promotional Period: (a) go to the online survey and complete the survey; or (b) send a 3 inch by 5 inch card that states your name, address, age, and telephone number to South Jersey Gas Voice of Customer Sweepstakes, c/o Customer Service, E Source, 1745 38th Street, Boulder, CO 80301. Limit one entry per person, regardless of the manner of entry. Entries received outside of the Promotional Period will not constitute an entry into the Promotion. Each entry must be submitted in the name of an individual person. Entering the Promotion does not mean the entrant has won a prize. The Sponsor is not responsible for misdirected, unintelligible, incomplete, lost, or late entries, or for technical, hardware, or software failures, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmissions or other errors or problems of any kind associated with submitting an entry.
- 4. PRIZE DRAWING.** One potential winner will be selected each month in a random drawing of all eligible entries received within each month starting on the first day at 12:00 AM and ending on the last day at 11:59 PM.
- 5. PRIZE WINNER NOTIFICATION & REQUIREMENTS.** The potential winners will be notified via email on or about the beginning of the month following the drawing. Sponsor may require the potential winner to complete, sign, and return to Sponsor a W-9, an affidavit of eligibility, and a liability and publicity release as a condition to awarding the prize. The prize may be forfeited: (a) if the potential winner does not respond to the email notification within three days after the email notification was sent; (b) if the potential winner fails to sign a W-9, an affidavit, and/or a release within three days after the email notification was sent (if required); (c) if a potential winner is not in compliance with these Official Rules, or (d) if the email notification or the prize is returned as undeliverable. The Sponsor is not responsible if a potential winner changes his or her email address. In the event that a potential winner is disqualified for any reason, the Sponsor reserves the right, but does not have the obligation, to

award the prize to an alternate entrant who will also be selected randomly, even if the disqualified potential winner's name was publically announced.

6. THE PRIZE. One prize winner will be awarded each month for 12 months. The total approximate retail value of the prize to be awarded is \$1,200. The prize is a Visa gift card valued at \$100. The prize cannot be returned to the Sponsor. No cash alternative or substitution will be allowed, except the Sponsor reserves the right in its sole discretion to substitute the prize for another article of comparable value (including cash) if the prize listed in unavailable for any reason.

7. PRIZE TERMS. All taxes are the sole responsibility of the winner. The odds of winning a prize are one out of the total number of eligible entries received. Limit one prize per person or household. Prizes and obligations under this Promotion cannot be assigned. The Sponsor will pay for shipping of the prize to the prize winner within the United States, or will otherwise arrange for the prize winner to pick up the prize.

8. PERSONAL INFORMATION & PUBLICITY. Personal information collected from entrants is subject to these Official Rules and the Sponsor's privacy policy available at <https://www.esource.com/privacy-policy>. By accepting a prize, the winner grants Sponsor and its designees and sublicensees the right to use his/her name, biographical information, testimonial, photo and/or likeness, voice, and/or prize information or personal exposition (and/or any edited portion thereof) for advertising, publicity, promotional, and other purposes in any and all media, now or hereafter devised, throughout the world in perpetuity, without additional compensation, notification, or permission, except where prohibited by law.

9. DISQUALIFICATION. Persons who tamper with or abuse any aspect of the Promotion or website, who are in violation of these Official Rules, or who act in an unsportsmanlike or disruptive manner (as solely determined by Sponsor) will be disqualified and all associated entries will be void. Sponsor reserves the right at its sole discretion to suspend, modify, or terminate the Promotion for any reason, including, but not limited to, should any portion of the Promotion be, in Sponsor's sole opinion, compromised by computer viruses, non-authorized human intervention, or other causes which, in Sponsor's sole opinion, corrupt or impair the administration, security, or fairness of the Promotion. If so terminated, Sponsor may (but has no obligation to) randomly select the winner from among all eligible, non-suspect entries received prior to termination, or take other action the Sponsor deems fair and reasonable. Automated entries are prohibited and any use of automated devices will cause disqualification.

10. RELEASE & INDEMNIFICATION. By entering the Promotion, each entrant agrees for him- or herself and for his or her heirs, executors, and administrators (a) to release, defend, indemnify, and hold harmless the Promotional Entities and their respective officers, directors, employees, agents, affiliates, and parent corporations (collectively, the "Released Parties") from any and all costs, injuries, losses, or damages of any kind due in whole or in part, directly or indirectly, to participation in the Promotion or any Promotion-related activity, or from entrant's acceptance, receipt, possession, or use or misuse of a prize; (b) that the Released Parties have neither made nor are in any manner responsible or liable for any representation or guarantee, express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose; (c) to comply with all Promotional Entities' policies, terms, and conditions relating to the use of Promotion Entities' websites; and (d) to be bound by these Official Rules and to waive any right to claim any ambiguity or error herein or in the Promotion itself. Failure to comply with these conditions may result in disqualification from the Promotion at Sponsor's sole discretion. This release, defense, indemnification and hold harmless obligation shall survive the expiration or termination of the Promotion.

11. LIMITATION OF LIABILITY. THE PROMOTIONAL ENTITIES' AGGREGATE LIABILITY ARISING IN CONNECTION WITH THIS PROMOTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE, SHALL NOT EXCEED (A) \$5.00 WITH RESPECT TO NON-WINNERS AND (B) THE LOWER OF THE APPROXIMATE RETAIL VALUE OF THE PRIZE OR \$500.00 WITH RESPECT TO WINNERS, AND SHALL BE FURTHER LIMITED TO ACTUAL DAMAGES EQUAL TO OR LESS THAN SUCH AMOUNTS, RESPECTIVELY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROMOTIONAL ENTITIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OR FOR ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM. ENTRANT IS NOT ENTITLED TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR OTHER EQUITABLE RELIEF.

12. CLASS ACTION WAIVER. ANY PROCEEDING (WHETHER BINDING ARBITRATION OR IN A COURT) TO RESOLVE ANY CLAIM, DISPUTE, OR CONTROVERSY ARISING UNDER OR RELATED TO THIS PROMOTION OR THESE OFFICIAL RULES SHALL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. ENTRANT WILL NOT SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, A REPRESENTATIVE ACTION, OR IN ANY PROCEEDING IN WHICH AN ENTRANT ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. NO ARBITRATION OR PROCEEDING WILL BE JOINED, CONSOLIDATED, OR COMBINED WITH ARBITRATION OR PROCEEDING WITHOUT THE WRITTEN CONSENT OF ENTRANT, SPONSOR, AND ALL OTHER PARTIES TO ANY SUCH ARBITRATION OR PROCEEDING.

13. BINDING ARBITRATION. A person who wishes to assert any claim, dispute, or controversy arising under or related to this Promotion must contact the Sponsor and any other parties and attempt to resolve the claim, dispute, or controversy by means of direct discussions and negotiations. If not resolved pursuant to such discussions and negotiations, the claim, dispute, or controversy shall then be resolved by final and binding arbitration administered by Judicial Arbitration and Mediation Services, Inc. ("JAMS"), in accordance with its streamlined arbitration rules and procedures or subsequent versions thereof (the "JAMS Rules"). The JAMS Rules for selection of an arbitrator shall be followed, except that the arbitrator must be an attorney who has been licensed to practice law in Colorado for 10 years or more.

14. GOVERNING LAW. These Official Rules and the Promotion are governed by the applicable laws of the United States. All issues and questions concerning the construction, validity, interpretation, and enforceability of the Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Promotion, shall be governed by and construed in accordance with the laws of the State of Colorado, without giving effect to the conflict of laws rules thereof. Any matters or proceedings which are not subject to binding arbitration as set forth herein shall take place in the state or federal courts located in Denver, Colorado. Any claim, dispute, or controversy arising out of or related to this Promotion or these Official Rules must be submitted to JAMS (or, if permitted, brought in a court) within three months from the last day of the Promotional Period; otherwise, such claim is permanently barred.

15. GENERAL TERMS. If any term or condition of these Official Rules is invalid or unenforceable, then the term or condition may be modified or amended by the Sponsor to render it enforceable to the maximum extent permitted; if modification or amendment is not practicable, then the term or condition shall be severed from these Official Rules with no effect upon the remaining provisions. These Official Rules state the entire agreement between the Sponsor and the entrant. These Official Rules do not confer any rights or remedies upon any person other than the Promotional Entities and the entrants. The Promotional Entities will not be considered in default under these Official Rules to the extent that their performance is delayed or prevented by events outside such entities reasonable control. The failure of Sponsor to insist upon the performance of any provision hereof or to exercise any right or privilege granted hereby will not be construed to be a waiver of such provision, right, or privilege. These

Official Rules shall be binding on the entrant and his or her heirs, executors, administrators, and successors and permitted assigns.

16. SPONSOR. The Sponsor is E Source Companies, LLC, 1745 38th Street, Boulder, CO 80301. For a list of winners, send a self-addressed, stamped envelope to the following address within 90 days after the end of the Promotional Period to: South Jersey Gas Customer Experience Winners List, c/o Customer Service, E Source Companies, LLC, 1745 38th Street, Boulder, CO 80301.

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