Think! Energy Family Gift Card Prize Drawing

Details and Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN.

Disclaimer: Family gift card* is provided by the National Energy Foundation (NEF) and is not affiliated with Potomac Edison or EmPower MD.

- 1. Eligibility: Think! Energy Family Gift Card Prize Drawing is open only to legal residents of Maryland who are Potomac Edison Residential Customers and are at least eighteen (18) years old at the time of entry. Employees of Potomac Edison and the National Energy Foundation (NEF) and its parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members are not eligible. Entries by minor children without parental consent/valid contact information are not eligible. Prize drawing is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Prize Drawing. The odds of winning the prize will depend upon the number of entries received.
- 2. Sponsor: National Energy Foundation
- **3. Timing:** The Think! Energy Family Gift Card Prize Drawing begins on September 1, 2021 and all entries must be received by NEF no later than December 31, 2021.
- 4. How to Enter: Submit a Think! Energy *Home Energy Worksheet* (HEW) with an adult customer's first and last name and valid adult customer's email address on the HEW via (i) paper returned to the participating classroom teacher or (ii) the online portal at *worksheets.nef1.org*.
- 5. Drawing: One winner will be randomly selected from qualified entries by January 31, 2022.
- 6. Prize: One \$750 gift card*

The Sponsor reserves the right to substitute a prize with another prize of greater or equal value in the event that the prize is unavailable.

- 7. Winner notification: Winner will be notified via one email, carbon copying the teacher, no later than January 31, 2022. If the winner does not respond via email or the provided phone number by February 11, 2022, their prize is forfeited and another name will be drawn and contacted to receive the prize.
- 8. **Release:** By accepting a prize, you agree to release and hold harmless NEF and its subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and prize suppliers from and against any claim or cause of action, including personal injury, death or damage to or loss of property, arising out of participation in the Prize Drawing or receipt or use or misuse of any prize.
- **9. Publicity:** Except where prohibited, participation in the Prize Drawing constitutes winner's consent to Sponsor's and its agents use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.
- **10. General Conditions:** Sponsor, in its sole discretion, reserves the right to cancel or modify the Prize Drawing at any time. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/ different identities, registrations or any other methods will void that entrant's entries. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

- 11. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Prize Drawing; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Prize Drawing (4) technical or human error which may occur in the administration of the Prize Drawing or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Prize Drawing or receipt or use or misuse of any prize. If for any reason an entrant's confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Prize Drawing, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded.
- **12. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Prize Drawing or any prize awarded shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of- pocket costs incurred, including costs associated with entering this Prize Drawing, but in no event attorneys' fees; and (3) waives all rights to claim or receive, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Prize Drawing, shall be governed by, and construed in accordance with, the laws of the State of Maryland, within the appropriate Maryland court, without giving effect to any choice of law or conflict of law rules (whether of the State of Maryland or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Maryland.