

# Elizabethtown Gas Company 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 Voice of the Customer Elizabethtown Gas Sweepstakes (the "Promotion") commences on **September 22, 2021**, at 12:01 a.m. and ends on **October 15, 2021**, 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) Elizabethtown Gas; (b) the advertising, fulfillment, judging, and promotional agencies involved in the development and administration of this Promotion; and (c) 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.** The Promotion must be entered by completing the Voice of the Customer survey using the online form provided on this Promotion site. The entry must fulfill all sweepstakes requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Elizabethtown Gas. 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. Entrants may not enter more times than indicated by using multiple email addresses or phone numbers, identities or devices in an attempt to circumvent the rules. If an entrant uses fraudulent methods or otherwise attempts to circumvent the rules, the submission may be removed from eligibility at the sole discretion of the Sponsor. 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.** Winners will be selected in a random drawing by or before **December 31<sup>st</sup>, 2021**.
- 5. PRIZE WINNER NOTIFICATION & REQUIREMENTS.** The potential winners will be emailed their prize to the email or mailing address on file with the Sponsor to the email address or phone number supplied at the time of entry. In the event the email or phone number is undeliverable for any reason, the prize winner will be disqualified, and 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 publicly announced.

The receipt by winner of the prize offered in this Promotion is conditioned upon compliance with any and all federal and state laws and regulations. **ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE PROMOTION AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.**

**6. THE PRIZE.** Five prize winners will be awarded. The total approximate retail value (ARV) of the prizes to be awarded is \$1,000 and each prize winner will be awarded a Visa gift card valued at \$200. 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.elizabethtowngas.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.** BY ENTERING YOU AGREE TO RELEASE AND HOLD HARMLESS ELIZABETHTOWNGAS COMPANY AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTION AGENCIES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS,

EMPLOYEES, OFFICERS AND DIRECTORS FROM ANY LIABILITY, ILLNESS, INJURY, DEATH, LOSS, LITIGATION, CLAIM OR DAMAGE THAT MAY OCCUR, DIRECTLY OR INDIRECTLY, WHETHER CAUSED BY NEGLIGENCE OR NOT, FROM (I) SUCH ENTRANT'S PARTICIPATION IN THE PROMOTION AND/OR HIS/HER ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE OR ANY PORTION THEREOF, (II) TECHNICAL FAILURES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE MALFUNCTIONING OF ANY COMPUTER, CABLE, NETWORK, HARDWARE OR SOFTWARE; (III) THE UNAVAILABILITY OR INACCESSIBILITY OF ANY TRANSMISSIONS OR TELEPHONE OR INTERNET SERVICE; (IV) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE PROMOTION; (V) ELECTRONIC OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE PROMOTION OR THE PROCESSING OF ENTRIES. ENTRANT IS NOT ENTITLED TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR OTHER EQUITABLE RELIEF. FURTHER, UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND HEREBY WAIVES ALL RIGHTS TO CLAIM PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING REASONABLE ATTORNEYS' FEES, OTHER THAN ENTRANT'S ACTUAL OUT-OF-POCKET EXPENSES (I.E. COSTS ASSOCIATED WITH ENTERING THIS PROMOTION), AND ENTRANT FURTHER WAIVES ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR INCREASED.

**12. CLASS ACTION WAIVER.** ANY PROCEEDING 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 PROCEEDING WILL BE JOINED, CONSOLIDATED, OR COMBINED WITH PROCEEDING WITHOUT THE WRITTEN CONSENT OF ENTRANT, SPONSOR, AND ALL OTHER PARTIES TO ANY SUCH PROCEEDING.

**13. GOVERNING LAW.** THIS PROMOTION IS GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES.

**14. 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.

**15. SPONSOR.** The Sponsor of the Promotion is Elizabethtown Gas Company located at 520 Green Lane, Union, New Jersey 07083.

[end]