



## **NEW JERSEY NATURAL GAS (NJNG) CONTRACTOR AND REALTOR REFERRAL PROGRAM TERMS AND CONDITIONS**

**THESE ARE THE TERMS AND CONDITIONS (“TERMS”) OF THE NEW JERSEY NATURAL GAS (“NJNG”) CONTRACTOR AND REALTOR REFERRAL PROGRAM (THE “PROGRAM”).**

**YOU MUST AGREE TO ACCEPT AND COMPLY WITH THESE TERMS TO BE ELIGIBLE TO PARTICIPATE IN THE PROGRAM. DECISIONS OF THE SPONSOR (DEFINED BELOW) ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROGRAM. THESE TERMS SUPERSEDE AND REPLACE ANY OTHER NJNG CONTRACTOR OR REALTOR PROGRAM POLICY, WHICH IS NO LONGER IN EFFECT. THIS PROGRAM IS COMPLETELY VOLUNTARY AND YOU HAVE NO OBLIGATION TO PARTICIPATE IN THIS PROGRAM.**

**THE PROGRAM:** The Program entitles each eligible referrer (each a “Referrer”) who makes a Qualified Referral (defined below) to earn Referral Reward(s) (each a “Reward” and collectively “Rewards”) in accordance with these Terms.

**PROGRAM PERIOD:** The Program begins on June 5, 2025, and ends on September 30, 2025, unless Sponsor extends, modifies and/or changes the Program, in its sole discretion (“Program Period”). Sponsor will award Rewards for Qualified Referrals made during the Program Period for up to one (1) year after the Program’s termination.

**ELIGIBILITY:** To be eligible to receive a Reward, Referrer must be a licensed contractor or a licensed realtor in the state of New Jersey and (i) a legal resident of the fifty (50) United States or the District of Columbia; and (ii) over 18 years of age.

**QUALIFIED REFERRAL:** A “Qualified Referral” is (i) a referral by a Referrer of a new customer who requires conversion of natural gas and is not listed as a current “Lead” in NJNG’s system for the sale of a residential or commercial conversion meter (“Referred Customer”); (ii) the Referred Customer is a legal resident of the State of New Jersey whose meter set is located in the NJNG service territory, as set forth in the NJNG Tariff, and who enters into a Service Agreement with NJNG (“NJNG Service Agreement”). The Referred Customer’s meter must be fully connected (“Meter Connection”) in order for the Referred Customer to become a Qualified Referral. All Qualified Referrals are subject to verification by Sponsor, whose decisions are final and binding in all matters related to the Program. A Referrer shall not be granted a Reward - unless and until - each Qualified Referral has been verified by NJNG.

**LIMITATIONS ON QUALIFIED REFERRALS:** The following Referred Customers are not eligible for the Program; (1) a Referred Customer who entered into the NJNG Service Agreement before June 5, 2025; and (2) a Referred Customer who was a customer or a Lead in NJNG’s system before June 5, 2025.

**HOW TO REGISTER THE QUALIFIED REFERRAL:** To register a Qualified Referral during the Program Period, Contractor Referrers must go to the Contractor Program web site, located at [www.natgassaves.com](http://www.natgassaves.com) and Realtor Referrers must go to the Realtor Program web site, located at

<https://smc-lp.s4hana.ondemand.com/na/p/rW7Cd>. The Referrer must provide Referrer's contact information (including name, company name, phone number and email address) and the service address and name (if known) of the Referred Customer. Only one (1) Qualified Referral per Referred Customer. If two (2) Referrers register the same Referred Customer, only the Referrer who first registered the Referred Customer will receive the Reward.

**REWARDS:** Each Referrer who makes a Qualified Referral during the Program Period will receive an e-gift card ("Reward") with a retail value in the following amounts:

- Two-hundred fifty dollars (\$250.00) for a residential conversion
- Five hundred dollars (\$500.00) for a commercial (business unit) conversion

Gift card terms and conditions apply. Allow thirty (30) days after Meter Connection for delivery of Reward. Rewards will be sent by NJNG via email to the Referrer's e-mail address provided at registration. Sponsor is not responsible for Rewards that are not delivered or received. Referrers are responsible for ensuring that they have provided an accurate contact information to Sponsor.

Rewards cannot be transferred, redeemed for cash, or substituted by the Referrer. Sponsor reserves the right in its sole and absolute discretion to award a substitute reward of equal or greater value if the Reward described in these Terms is unavailable or cannot be awarded for any reason. Sponsor makes no representation or warranty concerning any Reward awarded. Rewards are provided "as is" without warranty of any kind, either express or implied. Restrictions, conditions, and limitations may apply. Sponsor will not replace any lost or stolen Rewards. All federal, state, and/or local taxes, fees, and surcharges are the sole responsibility of the Referrer. Failure to comply with these Terms will result in forfeiture of the Reward. Sponsor may delay a Reward for the purposes of investigation and may refuse to verify and process any referral that Sponsor deems, in its sole discretion, to be fraudulent, suspicious, in violation of these Terms. All of Sponsor's decisions are final and binding, including decisions as to whether a Qualifying Referral is verified or a Reward is earned pursuant to these Terms.

**CODE OF CONDUCT:** Sponsor believes in full transparency and in full, fair and effective disclosures of material facts relating to Referrer's relationship with Sponsor and this Program. Sponsor requires that all Referrers abide by the FTC's Guides Concerning the Use of Endorsements and Testimonials in Advertising (<http://www.ftc.gov/os/2009/10/091005revisedendorsementguides.pdf>) ("FTC Endorsement Guides"). Per the FTC Endorsement Guides, Referrer should disclose his or her relationship with NJNG and/or participation in this Program when speaking to potential Referrals favorably about or otherwise promoting Sponsor or the Program.

**PRIVACY:** Any personal information supplied by you will be subject to Sponsor's privacy policy, located at <https://www.njng.com/privacy/>. By participating in the Program, you agree that Sponsor may use (unless prohibited by law) your name, voice, place of residence, photograph, and/or other visual likeness for advertising in any media or format now or hereafter known worldwide in perpetuity without further compensation, permission, or notification.

**LIMITATION OF LIABILITY:** Sponsor assumes no responsibility or liability for (a) any incorrect or inaccurate information, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of registrations at any point in the operation of this Program; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, camera, computers or providers utilized in any aspect of the operation of the Program; (d) inaccessibility or unavailability of any network or wireless service, the Internet or website or any combination thereof; (e) suspended or discontinued internet, wireless or landline phone service; or (f) any injury or damage to participant's or to any other person's computer or mobile device which may be related

to or resulting from any attempt to participate in the Program or download of any materials in the Program. BY PARTICIPATING IN THE PROGRAM, YOU AGREE THAT SPONSOR AND ITS PARENT COMPANIES, AFFILIATES, AND SUBSIDIARIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS ARE HEREBY RELEASED AND WILL HAVE NO LIABILITY WHATSOEVER FOR, AND THAT EACH SHALL BE HELD HARMLESS AGAINST ANY AND ALL LIABILITY FOR INJURIES (INCLUDING DEATH), LOSSES, OR DAMAGES OF ANY KIND (WHETHER DUE TO NEGLIGENCE OR OTHERWISE) TO PERSON(S) OR PROPERTY, WHETHER TANGIBLE OR INTANGIBLE, RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY REWARD OR FROM PARTICIPATION IN THIS PROGRAM.

**CONFIDENTIALITY:** Sponsor and Referrers acknowledge that either party may acquire confidential information concerning the other party pursuant to the provisions of these Terms, and hereby agree that they shall not use any such information for any purpose, except as otherwise expressly permitted hereunder. Referrer further agrees not to disclose or provide any such information to any third party and to take all necessary measures to prevent any such disclosure.

**Disputes:** Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Program or any Rewards shall be resolved individually, without resort to any form of class action and exclusively by the appropriate court located in New Jersey. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms, your rights and obligations, or the rights and obligations of the Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the laws of New Jersey, without giving effect to any choice of law or conflict of law rules (whether of New Jersey or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than New Jersey.

#### **GENERAL CONDITIONS:**

- (a) Sponsor reserves the right in its sole discretion to not redeem the Reward of any individual it finds to be engaging in fraud or undermining the legitimate operation of this Program or acting in an abusive, fraudulent, deceptive or disruptive manner or in violation of these Terms. Any attempt by any person to undermine the legitimate operation of the Program may be a violation of criminal and civil law and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.
- (b) Sponsor may cancel, suspend, or modify the Program or any part of it, in any way, if Sponsor determines in its sole discretion that it cannot execute the Program as intended, or that any error, omission, fraud, technical failure, tampering, computer virus, epidemic, pandemic, or other factor, technical or otherwise, beyond Sponsor's reasonable control, impairs or may impair or affects the administration, security, fairness or proper conduct of the Program, subject to any applicable law or regulation.
- (c) Sponsor is not responsible for late, non-compliant, or misdirected requests or registrations. Requests or registrations not complying with all requirements will not be honored. Program is void where prohibited.
- (d) All taxes applicable to any Rewards provided by Sponsor under this Agreement will be Referrer's responsibility and Sponsor shall not withhold or pay any amounts for federal, state or municipal income tax, social security, unemployment or worker's compensation.

- (e) The invalidity or unenforceability of any provision of these Terms will not affect the validity or enforceability of any other provision. In the event any provision is found invalid or unenforceable, these Terms will otherwise remain in effect in accordance with their terms as if the invalid or unenforceable provision was never included. Sponsor's failure to enforce any provision of these Terms does not constitute a waiver of that provision.
- (f) In the event of an inconsistency between these Terms and any disclosure or other statement contained in any Program-related materials, including without limitation, a Program registration form or any point-of-sale, radio, television, print or online advertising, these Terms will prevail and govern.

**SPONSOR:** New Jersey Natural Gas, 1415 Wyckoff Road, P.O. Box 1464, Wall, New Jersey 07719.