



## 2022 SAVE WITH YOUR SMART THERMOSTAT SWEEPSTAKES – Official Rules

Please read the Official Rules and Regulations (“Official Rules”) of the **2022 SAVE WITH YOUR SMART THERMOSTAT SWEEPSTAKES** (“Sweepstakes”). You must agree to accept and comply with the Official Rules to participate in the Sweepstakes.

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE OR IMPROVE YOUR CHANCE OF WINNING.**

- 1. SWEEPSTAKES PERIOD:** The Sweepstakes begins on Monday, January 24, 2022 at 12:00:00 A.M. Eastern Time and ends on Sunday, February 27, 2022 at 11:59:00 P.M. Eastern Time (the “Sweepstakes Period”). Each week of the Sweepstakes Period will be a separate Sweepstakes Week and each Sweepstakes Week begins on the Monday of that Sweepstakes Week at 12:00:00 A.M. Eastern Time and ends the following Sunday at 11:59:59 P.M. Eastern Time in accordance with the Sweepstakes Schedule below.

**Sweepstakes Week 1 — Monday, January 24, 2022**

**Sweepstakes Week 2 — Monday, January 31, 2022**

**Sweepstakes Week 3 — Monday, February 4, 2022**

**Sweepstakes Week 4 — Monday, February 14, 2022**

**Sweepstakes Week 5 — Monday, February 21, 2022**

- 2. ELIGIBILITY:** The Sweepstakes is open only to legal residents of the State of New Jersey, who are at least eighteen years of age at time of entry (“Entrant”). Employees, directors and officers of New Jersey Natural Gas and its parent company, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of sweepstakes materials (collectively the “Sweepstakes Entities”) and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) are not eligible. The Sweepstakes is void outside of the State of New Jersey and where prohibited. The Sweepstakes may only be entered in or from the state of New Jersey, and entries originating from any other jurisdiction are not eligible for entry. All federal, state and local laws and regulations apply.

3. **SPONSOR:** New Jersey Natural Gas Company, 1415 Wyckoff Road, P.O. Box 1464, Wall, NJ 07719 (the “Sponsor”).
4. **AGREEMENT TO THE OFFICIAL RULES:** By participating in the Sweepstakes, each Entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Sweepstakes. Winning any prize is contingent upon fulfilling all requirements set forth herein.
5. **HOW TO ENTER:** Sponsor will post information about the sweepstakes promotion to its Facebook page located at [facebook.com/NewJerseyNaturalGas](https://facebook.com/NewJerseyNaturalGas) (“Sponsor’s Page”) during Sweepstakes Period. To enter the Sweepstakes, snap a picture of your ecobee+ or Nest™ leaf savings seal as a comment to Sponsor’s Post.

Limit (1) one Entry per a customer per an NJNG account for each Sweepstakes Week. You must be a registered user of Facebook and comply with the Terms of Service found at [njpg.com/save-energy-money/index.aspx](https://njpg.com/save-energy-money/index.aspx) in order to enter the Sweepstakes. All terms and conditions of Facebook.com apply. To the extent of any conflict between these Official Rules and the Facebook Terms of Service, these Official Rules will apply.

No automated entry devices and/or programs permitted. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Proof of submission will not be deemed to be proof of receipt by Sponsor. If you choose to enter via Facebook using your mobile device, standard data fees may apply. You should consult your wireless service provider's pricing plan for details. You agree to incur any and all charges demanded by your wireless carrier. You should also check your device's features for capabilities and check the device manual for specific use instructions.

Entries become the property of Sponsor and will not be acknowledged or returned. Entries must not: (i) contain any material using the name, likeness, image, photograph or other identifying elements of any person, other than you, without the prior written permission of such person; (ii) contain any trademark, logo or copyrighted material (including, but not limited to, company names, music, photographs or works of art) unless such material is owned solely by you or used with written permission of such material's owner; (iii) contain content that is sexually explicit, pornographic, offensive, illegal, hateful or obscene, or that promotes violence or harm to anyone or anything; or (iv) defame, misrepresent, slander, libel or contain disparaging remarks about any other person or entity.

## 6. WINNER SELECTION:

**Weekly Winners:** For each Sweepstake’s Week, three (3) winners will be randomly selected (each a “Sweepstakes Week Random Drawing”) approximately 10 business days from the end of the Sweepstakes Week. Odds of winning depend on the number of eligible entries received for each Sweepstakes Week Drawing. Drawing will be conducted by Sponsor.

**Grand Prize Winner:** On or about March 11, 2022, Sponsor will randomly select one (1) grand prize winner (described below) from all valid entries received. Odds of winning depend on the number of eligible entries received during Sweepstakes Period. Drawing will be conducted by Sponsor.

## 7. PRIZES:

**Weekly Prizes:** Each of three (3) weekly prize winners will receive a \$250 cash prize.

**Grand Prize:** One (1) prize winner will receive the grand prize of a \$1,000 cash prize.

Total approximate retail value of all prizes combined: \$4,750.00. Prizes are non-transferable. No substitutions or cash redemptions. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. All taxes and unspecified expenses are the responsibility of winners. Limit one (1) weekly prize and grand prize per an NJNG account.

8. **Notification.** Potential winners will be notified by a comment in response to the potential winner’s comment on Sponsor’s Page and/or a direct message from Sponsor. Potential winner will be required to respond to Sponsor within five (5) calendar days of notification in order to claim his or her prize. Potential winners may be required to sign and return, where legal, an Affidavit or Declaration of Eligibility and Liability/Publicity Release (“Affidavit/Release”) within **five (5)** calendar days of prize notification. If any potential winner cannot be contacted within **five (5)** calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, if any potential winner rejects his/her prize or in the event of noncompliance with these Sweepstakes rules and requirements, such prize will be forfeited and an alternate winner will be selected from all remaining eligible entries (time-permitting). Upon prize forfeiture, no compensation will be given.

9. **GENERAL PRIZE RESTRICTIONS:** Participation in Sweepstakes and acceptance of prize constitutes winner’s permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information and/or any statements made by each winner regarding the Sweepstakes or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited

by law. All federal, state and local taxes are the sole responsibility of the winners. The prize winner will be responsible for all taxes (including but not limited to federal, state, local and/or income) on the prize. Sponsor will file an IRS Form 1099 with the Internal Revenue Service if the retail value of the prize is \$600.00 or greater. If a prize winner refuses to provide his/her Social Security number (or, as applicable, its Federal Employer Identification Number) or to complete the W-9 Form for a prize worth \$600.00 or greater, the prize winner will be disqualified and an alternate winner will be selected in accordance with these Official Rules. A prize winner who refuses to provide a Social Security number or Federal Employer Identification Number for a prize worth \$600.00 or more will have no right to an alternate prize worth less than \$600.00 in lieu of providing the applicable Social Security number or Federal Employer Identification Number for the original prize.

- 10. GENERAL CONDITIONS / RELEASE:** By participating, Entrant agrees to (a) release the Sweepstakes Entities, Facebook, Inc., and their advertising and promotion agencies and their respective partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, “Released Entities”) from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Sweepstakes, or possession, acceptance and/or use or misuse of prize or participation in any Sweepstakes-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Entrants acknowledge that the Released Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to the prize. The Released Entities are not responsible for incorrect or inaccurate transcription of Entry information, or for any human or other error, technical malfunctions, lost/delayed data or voice transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or Website or to complete a telephone call or facsimile transaction, or any other error or malfunction or late, lost or misdirected mail, or any injury or damage to participant’s or any other person’s computer related to or resulting from participation in this Sweepstakes. Sponsor is not responsible if Sweepstakes cannot take place or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, pandemics, epidemics, weather or acts of terrorism. Entrants who do not comply with these Official Rules, or attempt to interfere with this Sweepstakes in any way shall be disqualified. There is no purchase or sales presentation required to participate. A purchase does not increase odds of winning. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing

practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives. **CAUTION:** ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE, TAMPER WITH THE ENTRY PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW. Failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason the Sweepstakes is not capable of being executed as planned, or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of Entrants, technical failures, pandemics, epidemics, or any other causes which in the opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor reserves the right at its sole discretion to disqualify any suspect Entry or Entrant and/or to cancel, terminate, modify or suspend the Sweepstakes. In the event of any cancellation, termination or suspension, notice thereof will be posted at [njng.com/save-energy-money/index.aspx](http://njng.com/save-energy-money/index.aspx). If the Sponsor decides to reconvene the Sweepstakes after a suspension, the determination of the prizewinner will be made from among all eligible, non-suspect Entries received as of the date of the suspension, as Sponsor determines in its sole discretion. Entries not complying with all rules are subject to disqualification. In the event of a dispute as to any Facebook account, the authorized account holder of the email address used to register on the platform will be deemed to be the entrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder.

- 11. Limitation of Liability; Disclaimer of Warranties.** IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF ANY SITE ASSOCIATED WITH THIS SWEEPSTAKES, OR FROM DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES

OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

- 12. DISPUTES:** Entrants agree that (a) any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of New Jersey; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to, claim punitive, incidental and consequential damages and any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State 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 those of the State of New Jersey.
- 13. Use of Data.** Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at [njng.com/privacy/index.aspx](http://njng.com/privacy/index.aspx). By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.
- 14. WINNER/RULES:** For the names of the Sweepstakes winners, mail a stamped, self-addressed envelope to: The SAVEGREEN Project® Save with Your Smart Thermostat Sweepstakes, 1415 Wyckoff Road, P.O. Box 1464, Wall, NJ 07719. Requests must be received by June 1, 2022.

***THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK. YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AND NOT TO FACEBOOK.***