

NJNG PARTNERS IN SAFETY BASKET GIVEAWAY OFFICIAL RULES

Please read the Official Rules and Regulations (“Official Rules”) of the NJNG 2018 Partners in Safety Basket Giveaway (“Giveaway”). You must agree to accept and comply with the Official Rules to participate in the Giveaway.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE OR IMPROVE YOUR CHANCE OF WINNING. THE ODDS OF WINNING DEPEND UPON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED DURING THE SWEEPSTAKES PERIOD.

SWEEPSTAKES DESCRIPTION: The Giveaway begins at 12 a.m. New Jersey Time on April 1, 2019 and ends at 11 p.m. New Jersey Time on November 1, 2019 (“Giveaway Period”).

ELIGIBILITY: The Giveaway is open only to individuals who are at least eighteen years of age on the date of the Giveaway entry submission (“Entrant”). Employees, directors and officers and their immediate families (spouses and siblings, parents and children and their spouses) and household members of NJNG and its parent company, subsidiaries and affiliates and companies involved in the implementation and execution of the Giveaway (collectively the “Giveaway Entities”) are not eligible. The Giveaway is void where prohibited.

SPONSOR: New Jersey Natural Gas Company, 1415 Wyckoff Road, P.O. Box 1464, Wall, NJ 07719 (the “Sponsor”).

AGREEMENT TO THE OFFICIAL RULES: By participating in the Giveaway, 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 Giveaway. Winning any prize is contingent upon fulfilling all requirements set forth herein.

HOW TO ENTER: To enter the Giveaway, you may enter in person between 11 a.m. and 2 p.m. New Jersey time at a NJNG Partners in Safety Event (“Event”) at either (1) a Dig Safely Fair or (2) Community Event.

To enter by mail before November 1, 2019, on a 3” x 5” card, in ink hand print your full name, complete home address including zip code, home phone number with area code, and mail in a first class stamped envelope to New Jersey Natural Gas Company, Partners in Safety Basket Giveaway, 1415 Wyckoff Road, P.O. Box 1464, Wall, NJ 07719.

Only one Entry per household. In the event more than one (1) Entry is received from any one household, the first Entry processed will be considered the only valid Entry received for that

Entry Period. Sponsor is not liable for lost, late, misdirected, or corrupted Entries whether due to a technical error or otherwise. Entries become the property of Sponsor and will not be acknowledged or returned.

WINNER SELECTION: Winners will be selected in random drawings conducted the week after a “Event” from among all eligible entries received. If a prize is refused, a prize notification is returned or deemed undeliverable, or the potential winner is disqualified for any reason, an alternate winner will be selected via a random drawing. Except where prohibited by law, acceptance of the prize constitutes permission for Sponsor to use winner’s name, hometown, likeness, statements, and other personally identifiable information for promotional, advertising and marketing purposes in any media throughout the world without additional prize, incentive, consideration, consent or review. The odds of winning depend upon the number of eligible Entries received during the Giveaway Period.

Prize winners will receive “New Jersey Natural Gas Partners in Safety Basket Giveaway” each with an estimated retail value of \$100.

GENERAL PRIZE RESTRICTIONS: The prize may not be transferred or assigned. No cash or other substitution may be made, except by the Sponsor, which reserves the right to substitute a prize in whole or in part with another prize of comparable or greater value if the intended prize is not available for any reason as determined by the Sponsor in its sole discretion. 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 or greater. If a prize winner refuses to provide his/her Social Security number or to complete the W-9 Form for a prize worth \$600 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 or more will have no right to an alternate prize worth less than \$600 in lieu of providing the applicable Social Security number for the original prize.

GENERAL CONDITIONS / RELEASE: By participating, Entrant agrees to (a) release Giveaway Entities, their respective directors, officers, agents and employees from any and all liability for any claims, costs, injuries, losses or damages of any kind caused by (i) Entrant’s participation, including the unauthorized or illegal access to personally identifiable or sensitive information or the acceptance, possession, use, or misuse of the prize; (ii) any Giveaway Entities’ sponsorship or administration of the Giveaway; and (iii) Entrant’s and/or any third party’s use, sale or disposal of the prize; (b) acknowledge that said parties 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. Neither Giveaway Entities nor any service providers are 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 Giveaway.

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 GIVEAWAY 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 Giveaway is not capable of being executed as planned, or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of Entrants, technical failures or any other causes which in the opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Giveaway, Sponsor reserves the right at its sole discretion to disqualify any suspect Entry or Entrant and/or to cancel, terminate, modify or suspend the Giveaway. In the event of any cancellation, termination or suspension, notice thereof will be posted at www.njng.com. If the Sponsor decides to reconvene the Giveaway after a suspension, the determination of the prize winner 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.

DISPUTES: Entrants agree that (a) any and all disputes, claims and causes of action arising out of, or connected with, the Giveaway 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 Giveaway 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 Giveaway, 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.

WINNER/RULES: For the name of the Giveaway winners and/or a copy of these Official Rules, mail a stamped, self-addressed envelope to: NJNG Partners in Safety Basket Giveaway, 1415 Wyckoff Road, P.O. Box 1464, Wall, NJ 07719. Requests must be received by December 1, 2019.