

Facebook Photo Sweepstakes “Call 811 Fire Station Photos” OFFICIAL RULES

Please read the Official Rules and Regulations (“Official Rules”) of the Facebook Photo Sweepstakes “Call 811 Fire Station Photos.” 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. THE ODDS OF WINNING DEPEND UPON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED DURING THE SWEEPSTAKES PERIOD.

SWEEPSTAKES DESCRIPTION: The Sweepstakes begins on Saturday, April 1, 2023 at 12:01 A.M. Eastern Time and ends on, Sunday, April 30, 2023 at 11:59 P.M. Eastern Time (“Sweepstakes Period”).

ELIGIBILITY: The Sweepstakes is open only to legal residents of the State of New Jersey at least eighteen years of age (“Entrant”). Sweepstakes open only to fire stations within New Jersey Natural Gas Company’s (“NJNG”) service territory. 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 Sweepstakes (collectively the “Sweepstakes Entities”) are not eligible. The Sweepstakes 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 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.

HOW TO ENTER: To enter the Sweepstakes, submit a photo of your Fire Station’s sign or marquee with a “call 811” related message during the Sweepstakes Period by e-mailing Nicole Wilkins at nwilkins@njng.com. Or, you can post the photo to NJNG’s Facebook page at www.facebook.com/NewJerseyNaturalGas. All entries will be posted to New Jersey Natural Gas’ Facebook timeline and may be shared in NJNG’s Facebook photo albums. Only one Entry per person. No mechanical reproductions permitted. 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.

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.

WINNER SELECTION: One winner will be randomly selected from all photos submitted within the Sweepstakes Period.

One winner will receive a Home Depot gift card, valued at \$150.

One (1) Grand Prize Winner will be selected in a random drawing conducted on or about May 10 from among all eligible entries received. Drawing will be conducted by Sponsor at the Sponsor address. 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 Sweepstakes Period.

GENERAL PRIZE RESTRICTIONS: A prizewinner must take delivery of the prize within 30 days of notice of availability from the Sponsor or the prize may be forfeited and awarded to an alternate winner. 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 and the grand-prize winner will be required to provide their Social Security number (or in case the winner is not a natural person, its Federal Employer Identification Number) and to complete an Internal Revenue Service Form W-9 for tax reporting purposes. 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 prizewinner 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.

GENERAL CONDITIONS / RELEASE: By participating, Entrant agrees to (a) release Sweepstakes 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 Sweepstakes Entities' sponsorship or administration of the Sweepstakes; 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 Sweepstakes 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 Sweepstakes.

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 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 www.njng.com. 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.

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.

WINNER/RULES: For the name of the Sweepstakes winners and/or a copy of these Official Rules, mail a stamped, self-addressed envelope to: NJNG Sweepstakes, 1415 Wyckoff Road, P.O. Box 1464, Wall, NJ 07719. Requests must be received by June 1, 2023.