

Save Energy. \$ave Money. Win Prizes! Sweepstakes Official Rules

# NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

## 1. Eligibility

Save Energy. \$ave Money. Win Prizes! Sweepstakes (the "Sweepstakes") is open only to legal residents of the state of New Jersey who are at least eighteen (18) years old at the time of entry and are customers of New Jersey Natural Gas Company ("NJNG") as of APRIL 16, 2017. Employees of New Jersey Gas Company, Launchfire Interactive, Inc. or any of their respective parent companies, affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Sweepstakes and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

# 2. Sponsor and Administrator

Sponsor: New Jersey Natural Gas Company, 1415 Wyckoff Road, Wall, N.J. 07719. Administrator: Launchfire Interactive, Inc., 22 Hamilton Avenue North, Ottawa, ON K1Y 1B6.

#### 3. Timing

The Sweepstakes begins on April 17, 2017 at 8:00 a.m. Eastern Time ("ET") and ends on June 16, 2017 at 11:59 p.m. ET (the "Sweepstakes Period"). Administrator's computer is the official time keeping device for this Sweepstakes.

## 4. How to Enter

During the Sweepstakes Period go to www.njngwinprizes.com (the "Site") where you will be required to register by providing your first name, last name, NJNG service address, email address, create a password, and accept the Official Rules. Registration is free. All information provided must be complete and true. Once your Registration has been received in accordance with these Official Rules (as determined by the Sponsor in its sole and absolute discretion), you will automatically be provided with two (2) Daily Plays

Save Energy. \$ave Money. Win Prizes! Sweepstakes Official Rules
Page 2 of 6

(defined below), subject to compliance with these Official Rules (as determined by the Sponsor at its sole and absolute discretion).

## The Game

After registering for the Sweepstakes follow the on-screen instructions to play the game (the "Game") for the chance to earn entries (each, an "Entry") and the chance to be deemed a potential Instant Win Prize (defined below) winner. In order to play the Game, users will need to consume "Daily Plays". Daily Plays are renewed daily, however they do not accumulate and are therefore lost if not used daily. Daily plays are renewed every day at 11:59 p.m. EST during the Sweepstakes Period.

Users will see three "boxes/doors" depending on the system they are using to play the game. Beyond each box/door is a potential prize and an amount of entries corresponding to that prize. Before they are able to see how many prize entries they've won, they will be prompted to read a tip before the "reveal prize" entries button is activated. Users will then have the opportunity to keep their entries, or to abandon it and open another "box/door". Users may only abandon a box/door to open another one once per play.

## **Instant Win Details**

Each of the Instant Win Prizes will be time stamped and the first person who opens a box/door on or immediately after the applicable predetermined time stamp, as determined by the Sponsor in its sole discretion, will be deemed the potential winner of the corresponding Instant Win Prize. The odds of winning an Instant Win Prize will change throughout the course of the Sweepstakes Period as Instant Win Prizes are claimed, but will depend on the number and timing of the performance of Plays, in accordance with these Rules. The total number of Instant Win Prizes available to be won will decrease throughout the Sweepstakes Period as they are claimed. If you are deemed to be a potential Instant Win Prize winner, then you will instantly be presented with page showing the Instant Win Prize you've won. NJNG will follow-up with potential winners regarding eligibility and timing of distribution of prizes.

#### Earn Daily Plays

- 1. Take Our Quick Survey. Users will earn 5 Daily Plays by completing the one-time survey.
- 2. Enter Game Codes. Users will earn 2 Daily Plays for every valid game code, up to 5 game codes, they enter for a maximum of 10 Daily plays. Game Codes can be found at:
  - a. E-Tips: http://www.njng.com/save-energy-money/E-Tips.asp
  - b. Facebook: https://www.facebook.com/NewJerseyNaturalGas/
  - c. Twitter: https://twitter.com/NJNaturalGas
  - d. Customer Newsletter: http://www.njng.com/my-home/publications.asp
  - e. Flier

A maximum of 17 Daily Plays per person can be earned over the entire Sweepstakes Period. Multiple entrants are not permitted to share the same email address. Any attempt by an entrant to obtain more than the stated number of Plays by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's participation and that entrant may be disqualified (as determined by the Sponsor at its sole discretion). Use of any automated system to participate in this Sweepstakes is prohibited and will result in disqualification (as determined by the Sponsor at its sole discretion). Disposable email addresses cannot be used for Sweepstakes registration. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the registered user or entrant. The "authorized account holder"

Save Energy. \$ave Money. Win Prizes! Sweepstakes Official Rules
Page 3 of 6

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. A potential winner may be required to show proof of being the authorized account holder. All Entries become the sole and exclusive property of Sponsor and will not be returned.

Sponsor reserves the right to contact any whose email address is submitted as part of this Sweepstakes for the purpose of administering this Sweepstakes.

#### **5. Winner Determination**

# **Instant Prize Winners**

During the Sweepstakes Period, 214 random, computer-generated Instant Win prizes will be time stamped and awarded to the first registered user who Opens a Box/Door after a predetermined time, as determined by the Sponsor in its sole discretion, during the Sweepstakes Period. The clock of the Administrator's server(s) shall be the sole determinant of the time for the purposes of this Sweepstakes. IN THE EVENT OF AN UNCLAIMED OR FORFEITED INSTANT-WIN PRIZE, AN ALTERNATE WINNER WILL BE RANDOMLY SELECTED FROM LIST A OF ALL NJNG CUSTOMERS REGISTERED IN THE SWEEPSTAKES. If you are deemed to be a potential Instant Win Prize Winner, then you will instantly be presented with a page showing the applicable Instant Win Prize for which you are a potential Prize Winner. NJNG will follow-up with potential winners regarding eligibility and timing of distribution of prizes. Limit of one instant prize per person.

# **Drawing Winners**

On or about July 06, 2017, Administrator or Sponsor will select one (1) potential Grand Prize, one (1) second prize, and one (1) third prize winner (described below) in a random drawing of all valid entries received. The selected entrant will be contacted using the registration information provided with the entry and may be awarded the prize subject to verification of eligibility and compliance with the terms of these Official Rules. The prize winner will be notified on or about July 13, 2017. Failure by entrant to respond to the initial verification within seven (7) days of notification will result in disqualification and Administrator or Sponsor may select an alternate winner in the same manner. Odds of winning the grand prize depend on the number of eligible entries during the Sweepstakes Period. Limit of one drawing prize per person.

6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. A POTENTIAL WINNER OF AN INSTANT WIN PRIZE IS NOT A WINNER OF ANY PRIZE, EVEN IF THE WEBSITE SHOULD SO INDICATE, UNLESS AND UNTIL THE POTENTIAL WINNER'S ELIGIBILITY HAS BEEN VERIFIED AND THE POTENTIAL WINNER HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREENSHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY ENTRY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED DEFECTIVE AND IS VOID AND WILL NOT BE **HONORED.** No more than the stated number of prizes will be awarded. In the event that production, seeding, printing, digital or programming failures, or other reasons or any errors cause more than the indicated number of Instant Win prizes to be available and/or claimed in the Sweepstakes Period, Sponsor reserves the right to award only the number of Instant Win prize(s) allocated to the Sweepstakes Period as per these Official Rules. Sponsor's liability for a defective or irregular game play/entry is replacement with another randomly selected game play/entry if timely and otherwise feasible and in accordance with these Official Rules.

## 7. Verification of Potential Winners

Potential winners must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. Potential winners may be required to sign and return to Sponsor an affidavit of eligibility, and liability/publicity release (except where prohibited) in order to claim his/her prize if applicable. If a potential winner of any prize cannot be contacted, fails to sign and return the affidavit of eligibility and liability/publicity release within the required time period (if applicable), or if the prize or prize notification is returned as undeliverable, potential winner forfeits prize. If the potential winner of the prize cannot be contacted or a prize is returned as undeliverable, the prize will be forfeited.

#### 8. Prizes

#### **Drawing Prizes**

Prize	ARV of Each Instant Win Prize
Grand Prize - One (1) \$5,000 Check	\$5,000
Second Prize - One (1) \$2,000 Check	\$2,000
Third Prize – One (1) \$1,000 Check	\$1,000

#### **Instant Win Prizes**

The following 214 Instant Win Prizes will be awarded:

Number of Instant Win Prizes	<u>Prize</u>	ARV of Each Instant Win Prize
205	\$50 Lowe's Gift Card	\$100
9	Honeywell Wi-Fi 9000 Smart	\$195
	Thermostats	

For all prizes: No cash equivalent for the prize, prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the listed prize for one of equal or greater value for any reason. Winner and fees associated with prize receipt and/or use. All federal, state, and local tax liabilities, as well as any other costs and expenses not specified herein as being awarded are the sole responsibility of the Winner. Winner may be required to complete and return an IRS W-9 form (i.e. Request for Taxpayer Identification Number and Certification). Prize will be awarded only if the potential Prize Winner fully complies with these Official Rules. Total ARV of all prizes is \$20.005.

## 9. Entry Conditions and Release

By entering, each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless the Sponsor and its respective parent, subsidiary, and affiliated companies, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Sponsor from and against any and all claims, expenses, and liabilities (including reasonable attorneys fees) arising out of or relating to an entrant's

Save Energy. \$ave Money. Win Prizes! Sweepstakes Official Rules
Page 5 of 6

participation in the Sweepstakes and/or entrant's acceptance, use or misuse of prize.

## 10. Publicity

Except where prohibited, participation in the Sweepstakes constitutes winner consent to Sponsor's and its agents' use of winner's name, identity, social media username, hometown and state of residence, title, likeness, distinctive appearance, physical likeness, image, portrait, picture, photograph (whether still or moving), screen persona, voice, vocal style, statement, opinion, gesture, mannerism, personality, performance characteristic, biographical data, signature, and any other indicia or imitation of identity or likeness for any purpose (including, without limitation, promotional purposes) in any media throughout the world, without further payment or consideration.

#### 11. General Conditions

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prize at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the registrant or player. 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. Potential winner may be required to show proof of being the authorized account holder.

#### 12. Limitations of Liability

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Sweepstakes; (d) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, provided that if it is not possible to award another entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance the prize offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, non-awarded, eligible prize claims.

# 13. Disputes

Except where prohibited, entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without

resort to any form of class action, and exclusively by the United States District Court for the District of New Jersey or the appropriate New Jersey State Court located in Monmouth County, 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, indirect, punitive, incidental and consequential damages and any other damages, other than for actual 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, or the rights and obligations of the entrant and 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 the State of New Jersey or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New Jersey.

#### 14. Entrant's Information

Information collected from entrants is subject to the Sponsor's Privacy Policy which is available at <a href="https://www.njng.com/privacy/index.asp">https://www.njng.com/privacy/index.asp</a>.

#### 15. Winner's List

Winner List requests will only be accepted after the Sweepstakes end date (listed above) and no later than December 01, 2017. For the Winner List, mail in your request to Winner's List – Save Energy. \$ave Money. Win Prizes! Sweepstakes, New Jersey Gas Company, 1415 Wyckoff Road, Wall, N.J. 07719.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook or Twitter. You are providing your information to the Sponsor and not to Facebook or Twitter. Facebook and Twitter is completely released of all liability from each entrant in this Sweepstakes. Any questions, comments or complaints regarding the Sweepstakes must be directed to the Sponsor and not Facebook nor Twitter.

Lowe's is a registered trademark of LF, LLC. All rights reserved. LF, LLC is not a sponsor or participant of this promotion. Honeywell Wi-Fi 9000 is a registered trademark of Honeywell International Inc. All rights reserved. Honeywell International Inc. is not a sponsor or participant in this promotion.