

You Save, We Donate 2020 – Official Rules

Please read the Official Rules and Regulations (“Official Rules”) of the 2020 You Save, We Donate 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. THE ODDS OF WINNING DEPEND UPON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED DURING THE SWEEPSTAKES PERIOD.**

SWEEPSTAKES DESCRIPTION: The Sweepstakes begins on Tuesday, December 8, 2020 at 12:01 A.M. Eastern Time and ends on Tuesday, March 16, 2021 at 9:00 A.M. Eastern Time (“Sweepstakes Period”) after 14 occurrences.

The dates of each trivia question post are as follows:

Tuesday, December 8, 2020

Tuesday, December 15, 2020

Tuesday, December 22, 2020

Tuesday, January 5, 2021

Tuesday, January 12, 2021

Tuesday, January 19, 2021

Tuesday, January 26, 2021

Tuesday, February 2, 2021

Tuesday, February 9, 2021

Tuesday, February 16, 2021

Tuesday, February 23, 2021

Tuesday, March 2, 2020

Tuesday, March 9, 2021

Tuesday, March 16, 2021

ELIGIBILITY: The Sweepstakes is open only to legal residents of the State of New Jersey at least eighteen years of age (“Entrant”). Employees, directors and officers and their immediate families (spouses and siblings, parents and children and their spouses) and household members of New Jersey Natural Gas Company 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, provide an answer to our energy-efficiency related Trivia question using the comment feature under our Facebook post, which will be posted from December 8, 2020 to March 16, 2021 as shown in the dates above. 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. **BY SUBMITTING AN ENTRY, THE ENTRANT IS PROVIDING INFORMATION TO SPONSOR AND NOT TO FACEBOOK. RIGHTS HAVE NOT BEEN OBTAINED FROM FACEBOOK AND FACEBOOK IS NOT ENDORSING THE SWEEPSTAKES, NJNG, OR ITS PRODUCTS OR SERVICES.**

WINNER SELECTION: Each week, one person will be randomly chosen out of all correct responses to win a \$50 Lowe’s gift card. This Sweepstakes is in no way sponsored, endorsed or administered by or associated with Lowe’s.

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.

DONATION:

For each answer to the trivia question on each post during the Sweepstakes Period, NJNG will donate \$5 for each answer (correct or incorrect) to the Interfaith Food Pantry and Fulfill. 2/3 of the proceeds will be donated to Fulfill, and 1/3 will be donated to Interfaith, up to a combined total donation of \$10,000.

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. 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 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 April 9, 2021.