# National Grid's In Defense of the Environment Contest OFFICIAL RULES

MUST BE 18 YEARS OF AGE OR OLDER TO PARTICIPATE. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

**Sponsors**: National Grid<sup>1</sup>

Eligibility: National Grid's In Defense of the Environment Contest ("Contest") is open to legal residents of Massachusetts (MA) or Rhode Island (RI), age 18 or older. Entrant must be a current electric or gas customer of National Grid at the time of entry. Void outside Massachusetts and Rhode Island and where otherwise taxed, prohibited or restricted by law. Officers, directors and employees of National Grid, and their respective parents, affiliates, subsidiaries, subcontractors, advertising and promotion agencies, and those individuals engaged in any way in the development, production, printing, distribution or execution of this Contest and their immediate family members (spouse and children, siblings, parents and their respective spouses and in-laws, regardless of where they reside), or anyone living in the households of such employees or individuals, whether or not related, are not eligible to enter or win. Void where prohibited by law.

By entering this Contest, each entrant ("Entrant") warrants that they meet the above Eligibility requirements and agrees to these Official Rules.

**To Enter**: During the Contest entry period, which begins on March 6, 2013, at 12:00:01 a.m. Eastern Standard Time ("EST") and ends on April 15, 2013, at 11:59:59 p.m. EST ("Contest Period"), visit <a href="https://www.nationalgrid.com/powerplay">www.nationalgrid.com/powerplay</a> ("Website") or call 1.800.234.GRID and follow the instructions provided to register for a home energy audit. Audit must be performed by June 1, 2013 at 11:59:59 p.m. EST. By submitting a description, Entrant warrants and represents that Entrant and any persons appearing or who are identifiable in the description consent to the submission and use of the description in the Contest and to its use as otherwise set forth herein. Entrant hereby grants irrevocable, perpetual and worldwide right to National Grid and their respective parents, affiliates, subsidiaries, divisions, suppliers, subcontractors and/or advertising or promotion agencies, individuals or entities responsible for the development, printing, distribution and implementation of this Contest, (collectively "Released Parties") to use, revise, modify and publish any content submitted in connection with this Contest and on www.Facebook.com/NationalGridMA or www.Facebook.com/NationalGridRI, Twitter, other websites, or in any other medium, designated solely by Sponsors without limitation. Entrant agrees that Released Parties are not responsible for any unauthorized use of stories by third parties.

Only entries received during the Contest Period and which are otherwise fully compliant with these Official Rules and the instructions posted on the Website are "Valid Entries." Limit one (1) entry per person, per email address for the duration of the Contest Period. Entries received from any person or email address in excess of the stated limitation will be void. In the event of a dispute as to who submitted an entry, the name of the "authorized account holder" associated with the email address will be deemed to be the Entrant and such Entrant must comply with these Official Rules. The authorized account holder is defined as the natural person who is assigned to the email address by an Internet access provider, online service provider, or other organization that is responsible for assigning email addresses or the domain associated with the submitted email address. Potential winners are subject to verification by use of proper identification and, or may be required to show proof that they are the authorized account holder. Entries that are late, lost, stolen, undelivered, contain false information, damaged, misdirected, garbled or incomplete, altered or otherwise irregular, generated by script, macro or other automated means, that have been submitted through illicit means or by any means which subvert the entry process or that do not conform with or satisfy any or all of the conditions set out in the Official Rules will be void. This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants

<sup>&</sup>lt;sup>1</sup> National Grid means Massachusetts Electric Company, The Narragansett Electric Company, Colonial Gas Company, Boston Gas Company and/or Nantucket Electric Company (all doing business as "National Grid").

understand that they are providing information to Sponsors and not to Facebook.

## Prizes:

#### **Grand Prize**

## 1 MA customer and 1 RI customer

\$7,500 to use towards your choice from the below list of energy savings measures

## 1<sup>st</sup> Prize

## 3 MA customers and 3 RI customers

\$5,000 to use towards your choice from the below list of energy savings measures

## 2<sup>nd</sup> Prize

## 7 MA customers and 7 RI customers

\$2,500 to use towards your choice from the below list of energy savings measures

If winner is a National Grid residential gas heating customer, winner select one or more prizes from this list:	If winner is a National Grid residential electric customer, winner may select one or more prizes from this list:
<ul> <li>High-efficiency natural gas boiler or</li> </ul>	Central air conditioning
furnace	
<ul> <li>High-efficiency natural gas water heater</li> </ul>	<ul> <li>ENERGY STAR® qualified refrigerator</li> </ul>
<ul> <li>Home insulation and air sealing</li> </ul>	<ul> <li>ENERGY STAR qualified freezer</li> </ul>
<ul> <li>Heat recovery ventilator</li> </ul>	<ul> <li>Heat pump water heater</li> </ul>
	<ul> <li>ENERGY STAR qualified light emitting</li> </ul>
	diode (LED) light bulbs and fixtures
	<ul> <li>High-efficiency oil or propane heating</li> </ul>
	system
	<ul> <li>Home insulation and air sealing if winner</li> </ul>
	heats with electricity, propane, or oil

If winner is both an electric and gas customer of National Grid, winner may select one or more items from either list. All equipment must meet efficiency qualifications set forth by National Grid. Each winning customer may only select one piece of equipment from each category (for example, one customer cannot select two ENERGY STAR qualified refrigerators). In order to qualify for insulation and air sealing upgrades, winner, at winner's expense, must implement or install any necessary pre-weatherization measures prior to installation of such insulation or air sealing upgrades. Winner may be eligible for incentives towards such pre-weatherization measures through National Grid's energy efficiency programs.

Approximate Retail Value for prizes in each state: one (1) Grand Prize \$7,500; three (3) 1<sup>st</sup> Prize \$5,000; seven (7) 2<sup>nd</sup> Prize \$2,500. Total Approximate Retail Value for all Prizes: \$80,000.00

Odds of winning depend on the total number of Valid Entries received during the Contest Period

No substitution, cash redemption (except as provided herein) or transfer of prize permitted by winner. Sponsors reserve the right to substitute a prize (or portion thereof) with one of comparable or greater value, at its sole discretion. In no event will more than the stated number of prizes be awarded. All other costs and expenses associated with the acceptance and use of a prize not included in these Official Rules as being provided (including, but not limited to federal, state and local taxes) will be the sole responsibility of the winners. All prize details are at Sponsors' sole discretion. Once winner is selected, winner will work with Sponsors in selecting the energy savings measures best suited for winner from the list above. Winner will pay for the upfront costs of the energy

savings measures. Sponsors will reimburse winner for such energy savings measures up to the total prize amount provided winner, on or before September 30, 2013, (a) installs all such energy savings measures and (b) properly submits to Sponsor all receipts and required documents for such energy savings measures. To the extent winner does not comply with the foregoing requirements, winner will forfeit the prize money and Sponsor will not be responsible for reimbursing winner for the energy savings measures. Sponsor expects to reimburse winner no later than twelve weeks from the date winner properly submits all required documentation.

Selection of Winners/Winner Notification/Odds of Winning: There will be a total of twenty-two (22) drawings. All drawings will be conducted on or around 4/22/13, at a time designated by Sponsors, by an "Independent Judging Organization" designated by Sponsors who will randomly draw one (1) potential winner for a total of ten (22) potential winners from all Valid Entries received during the Contest Period. The Independent Judging Organization will be the sole judge(s) of which entries are "Valid Entries", and their decisions and the result of the drawings will be final in all respects. Odds of winning depend on the total number of Valid Entries received during the Contest Period. Potential winners will be contacted by email and will be required to provide their full name, address, city, state, zip code, date of birth and phone number (including area code) and to complete any additional documents requested by Sponsors. Winners of prizes totaling \$600 or more in value are required by state and federal law to claim prize on a 1099 tax form. Potential winners may be required to sign and return an Affidavit of Eligibility, Model Release and receipt. Potential winners will have three (3) business days from email notification to provide required information or the prize may be forfeited and awarded to an alternate winner from among all eligible remaining entries. Email notification shall be deemed to have occurred on the date Sponsors or Sponsors' designees first attempt to make email contact with a potential winner. If potential winner is found to be ineligible for any reason, an alternate winner may be selected, at Sponsors' sole discretion. Any nonresponse by potential winner, or Sponsors' failure to receive a response from potential winner within the prescribed three (3) business day period will result in disqualification and the selection of an alternate winner, at Sponsors' sole discretion and time permitting. In the event Sponsors are unable to contact a potential winner, or if a potential winner is non-compliant with these Official Rules, the potential winner will be disqualified and an alternate winner may be selected. Sponsors are not responsible for unsuccessful efforts to notify potential winner.

General: By participating, Entrant warrants and represents that they have complied in full with these Official Rules, including but not limited to all eligibility requirements, and further agree to be bound by these Official Rules which are final and binding in all respects. All entries shall become the property of Sponsors and will not be returned or acknowledged. Released Parties are not responsible for: (i) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, mechanical, typographical, printing, computer, hardware or software malfunctions or errors of any kind, or inaccurate transmission of or failure to receive entry or payment information by Released Parties; (ii) hardware or software errors; faulty computer, telephone, cable, satellite, network, cellular towers, electronic, wireless service provider, or Internet connectivity or other online communication problems; errors or limitations of any Internet Service Providers (ISP), servers, hosts or providers; garbled, jumbled, scrambled, delayed, or faulty data transmissions; failure of any e-mail or wireless transmissions to be sent or received; lost, late, delayed or intercepted e-mail or wireless transmissions; inaccessibility of the Website in whole or in part for any reason; traffic congestion on the Internet or the Website; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an e-mail account used in connection with the Contest; or (iii) any injury or damage to Entrant's or any other person's computer, related to or resulting from entering or otherwise participating in the Contest or downloading materials from or use of the Website. Released Parties are not responsible for any other errors in connection with the Contest, including, without limitation, errors or problems in connection with the administration of the Contest, the processing of entries or stories, or typographical, printing or other errors in these Official Rules or in any Contest-related materials. If for any reason the Contest is not capable of running as planned, including without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsors reserve the right, at its sole discretion to cancel or terminate the Contest. In the event of cancellation or termination, Sponsors will conduct drawings at random from among all eligible, non-suspect Contest entries received up to time of such action for the applicable Contest Period.

ALL PRODUCTS AND PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. PARTCIPIANT ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY MANUFACTURER(S) FOR PRODUCTS AND PRIZES ARE NOT TO BE CONSIDERED WARRANTIES OF THE SPONSORS AND SPONSORS MAKE NO REPRESENTATION, GUARANTEES OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES.

By participating in the Contest each Entrant agrees to release, defend, indemnify and hold harmless Released Parties from and against any and all claims, demands, expenses, losses and liabilities of any nature whatsoever caused or contributed to (i) by entering or participating in the Contest or (ii) by the acceptance, use or misuse of any prize. By participating in the Contest, Entrant irrevocably grants to Sponsors and their designees, the unconditional and perpetual right and permission to copyright (as appropriate), reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit and/or otherwise use or reuse, without limitation, the Entrant's name, address (city and state), image, likeness, statements, biographical material as well as any additional photographic images, video images, portraits, interviews, stories or other materials relating to the Entrant and arising from his/her participation in this Contest in any and all media now known or hereafter devised, throughout the world in perpetuity, for any purpose, without limitation and without additional review, notification, compensation, or approval from the Entrant (unless prohibited by law). ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER WITH OR VANDALIZE THE WEBSITE, OR INTERFERE WITH THE LEGITIMATE OPERATION OF THE PROMOTION, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES AND TO DILIGENTLY PURSUE ALL REMEDIES (INCLUDING ATTORNEY'S FEES) AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW AND TO BAN OR DISQUALIFY ANY ENTRANTS OR PARTICIPANTS IN ANY CAPACITY FROM THIS AND FUTURE PROMOTIONS.

**Disputes**: By entering the Contest, Entrants agree that (a) any and all disputes, claims, and causes of action arising out of or connected with the Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; and (c) under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby waives all rights to claim punitive, special, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses.

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 Contest, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Massachusetts or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts. Venue with respect to any disputes shall be had in the state and federal courts of the Commonwealth of Massachusetts.

**Winners List**: For the list of the winners, send a self-addressed stamped envelope by May 1, 2013 to: Brand Team/In Defense of the Environment, National Grid, 40 Sylvan Road, Waltham, MA 02451.

## **Abbreviated Rules**

For Official Governing Rules and entry details, visit www.nationalgrid.com/powerplay. Contest starts on 3/6/13 at 12:00:01 a.m. EST and ends on 4/15/13 at 11:59:59 p.m., EST. Open to legal residents of MA and RI, ages 18 or

older, who are current residential customers of National Grid. Void outside MA and RI and where prohibited. All entries must be complete to be eligible. Sponsors: Massachusetts Electric Company, The Narragansett Electric Company, Colonial Gas Company, Boston Gas Company and Nantucket Electric Company, each with offices at 40 Sylvan Road, Waltham, MA 02451.