



Save Energy.
Win Prizes!
Save Money.

*Chance to win one of three biweekly \$500 prizes
or one \$1,000 grand prize. It's easy!*

Save Energy. Save Money. Win Prizes! Sweepstakes Official Rules

Please read the Official Rules and Regulations (“Official Rules”) of the New Jersey Natural Gas (“NJNG” or “Sponsor”) “Save Energy. Save Money. Win Prizes!” Sweepstakes (“Sweepstakes”). You must agree to accept and comply with the Official Rules to participate in the Sweepstakes.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.

A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Participation in the Home Energy Report (HER) Program is not required to enter.

1. **SWEEPSTAKES PERIOD:** The Sweepstakes begins at 12:00:00 a.m. Eastern Time on Monday, September 26, 2022, and ends at 11:59:59 p.m. Eastern Time on Sunday, November 20, 2022. (“Sweepstakes Period”). A challenge (each a “Challenge”) will be posted by Sponsor on Sponsor’s website (https://njng.tendril-energize.com/weekly_challenges) (the “Site”) for each three-week period of the Sweepstakes Period (each a “Challenge Period”) in accordance with the Sweepstakes Schedule below:

Challenge Period 1: Begins Monday, September 26, 2022, at 12:0:00 A.M. Eastern Time and ends Sunday, October 16, 2022, at 11:59:59 p.m. Eastern Time

Challenge Period 2: Begins Monday, October 3, 2022, at 12:0:00 A.M. Eastern Time and ends Sunday, October 23, 2022, at 11:59:59 p.m. Eastern Time

Challenge Period 3: Begins Monday, October 10, 2022, at 12:0:00 A.M. Eastern Time and ends Sunday, October 30, 2022, at 11:59:59 p.m. Eastern Time

Challenge Period 4: Begins Monday, October 17, 2022, at 12:0:00 A.M. Eastern Time and ends Sunday, November 6, 2022, at 11:59:59 p.m. Eastern Time

Challenge Period 5: Begins Monday, October 24, 2022, at 12:0:00 A.M. Eastern Time and ends Sunday, November 13, 2022, at 11:59:59 p.m. Eastern Time

Challenge Period 6: Begins Monday, October 31, 2022, at 12:0:00 A.M. Eastern Time and ends Sunday, November 20, 2022, at 11:59:59 p.m. Eastern Time

2. **ELIGIBILITY:** 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 NJNG at the onset of the Sweepstakes (“Entrant”). Employees, directors and officers of NJNG and its parent company, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of sweepstakes materials (collectively the “Sweepstakes Entities”) and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) are not eligible. The Sweepstakes is void outside of the State of New Jersey and where prohibited. The Sweepstakes may only be entered in or from the state of New Jersey, and entries originating from any other jurisdiction are not eligible for entry. All federal, state and local laws and regulations apply.
3. **SPONSOR:** New Jersey Natural Gas Company, 1415 Wyckoff Road, P.O. Box 1464, Wall, NJ 07719 (the “Sponsor” or “NJNG”).
4. **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.
5. **HOW TO ENTER:** During the Sweepstakes Period, eligible customers must go to www.njng.com/energyprofile where you will be required to create or update an energy profile and providing your first name, last name and email address and accept the Official Rules. Registration is free. During the Sweepstakes Period, Sponsor will post a total of six Challenges to the Site in accordance with the Sweepstakes Schedule set forth in Section 1. To enter the Sweepstakes, complete the Challenge under the “Challenges” link on the top navigation bar of the Site. By completing the Challenge, you will be automatically entered for a chance to win a Challenge prize and the grand prize. Limit one (1) Entry per an NJNG account per Challenge for the Challenge Prize (subsequently defined herein). Limit six (6) Entries per an NJNG account for the grand prize.

All entry information shall be collectively referred to herein as the “Entries” or each as an “Entry.” Entries must comply with the Guidelines and Restrictions defined below.

No automated entry devices and/or programs permitted. No copies, facsimiles or mechanical reproductions accepted. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Proof of submission will not be deemed to be proof of receipt by Sponsor. If you choose to enter using your mobile device, standard data fees may apply. You should consult your wireless service provider's pricing plan for details. You agree to incur any and all charges demanded by your wireless carrier. You should also check your device's features for capabilities and check the device manual for specific use instructions.

By submitting an Entry, you represent and warrant that (a) your Entry is original to you; (b) neither your Entry nor its contents infringe upon or violate the rights of any third party, including any copyrights, trademarks, rights of privacy, publicity or other intellectual property; and (c) any third parties included in the Entry have given entrant appropriate consent to be included in the Entry in accordance with these Official Rules. By submitting an Entry, you represent and warrant that you consent to the submission and use of the Entry in the Sweepstakes and to its use as otherwise set forth herein. Sponsor reserves the right to request releases from any third parties included in any

Entries at any time. Failure to produce third party releases upon Sponsor's request may result in disqualification, as determined by Sponsor is its sole and absolute discretion.

By submitting an Entry, you acknowledge and agree that Sponsor may receive other Entries under this Sweepstakes that may be similar or identical to the Entry submitted by you, and you waive any and all claims you may have had, may have, and/or may have in the future, in connection with any other Entry reviewed and/or used by Sponsor that may be identical or similar to your Entry and you understand that you will not be entitled to any compensation because of Sponsor's use of such other similar or identical material.

Entries become the property of Sponsor and will not be acknowledged or returned. No automated entry devices and/or programs permitted. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Proof of submission will not be deemed to be proof of receipt by Sponsor. If you choose to enter using your mobile device, standard data fees may apply. You should consult your wireless service provider's pricing plan for details. You agree to incur any and all charges demanded by your wireless carrier. You should also check your device's features for capabilities and check the device manual for specific use instructions.

Entry Guidelines and Restrictions: 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; (iv) defame, misrepresent, slander, libel or contain disparaging remarks about any other person or entity; or (v) contain content that promotes bigotry, racism, hatred against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.

By entering the Sweepstakes, each Entrant agrees that Entrant's Entry conforms to the Guidelines and Restrictions as set forth above (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may remove any Entry and disqualify an Entrant from the Sweepstakes if it believes, in its sole discretion, that the Entrant's Entry fails to conform to these Guidelines and Restrictions.

6. WINNER SELECTION:

Challenge Winners: For each Challenge, three (3) winners will be randomly selected approximately 30 business days from the end of the Challenge Period.

Grand Prize winner: On or about December 20, 2022, Sponsor will randomly select one (1) grand prize potential winner (described below) from all valid entries received.

7. **PRIZES:** *Challenge Prizes:* Each of three Challenge prize winners will receive a \$500 cash prize. *Grand Prize:* One (1) Prize Winner will receive the grand prize of a \$1,000 cash prize.

Total approximate retail value of all prizes combined: \$10,000.00. Prizes are non-transferable. No substitutions or cash redemptions. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. All taxes and unspecified expenses are the responsibility of winners. Limit one (1) Challenge prize and grand prize per an NJNG account.

NOTIFICATION: Potential winners will be notified within thirty business days of each Challenge sweepstakes by the email registered in the NJNG Energy-profile Portal or via a call to the telephone number listed on the NJNG account. Potential winner will be required to respond to Sponsor within **five (5) business days** of notification in order to claim his or her prize. Potential winners may be required to sign and return, where legal, an Affidavit or Declaration of Eligibility and Liability/Publicity Release (“Affidavit/Release”) within **five (5) business days** of prize notification. If any potential winner cannot be contacted within **five (5) business days** of first notification attempt, if any prize or prize notification is returned as undeliverable, if any potential winner rejects his/her prize or in the event of noncompliance with these Sweepstakes rules and requirements, such prize will be forfeited and an alternate winner will be selected from all remaining eligible entries (time-permitting). Upon prize forfeiture, no compensation will be given. A potential winner may be required to show proof of being the authorized NJNG account holder.

GENERAL PRIZE RESTRICTIONS: Participation in Sweepstakes and acceptance of prize constitutes winner’s permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information and/or any statements made by each winner regarding the Sweepstakes or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. All federal, state and local taxes are the sole responsibility of the winners. 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 prize winner 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.

8. **GENERAL CONDITIONS / RELEASE:** By participating, Entrant agrees to (a) release the Sweepstakes Entities, and their advertising and promotion agencies and their respective partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, “Released Entities”) from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Sweepstakes, or possession, acceptance and/or use or misuse of prize or participation in any Sweepstakes-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Entrants acknowledge that the Released Entities 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. The Released Entities are not 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. Sponsor is not responsible if Sweepstakes cannot take place or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, pandemics, epidemics, weather or acts of terrorism. Entrants who do not comply with these Official Rules, or attempt to interfere with this Sweepstakes in any way shall be disqualified. There is no purchase or sales presentation required to participate. A purchase does not increase odds of winning. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

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, pandemics, epidemics, 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 and/or Sponsor's Page. 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.

In the event of a dispute, the authorized account holder of the email address used to enter will be deemed to be the entrant. 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. The potential winner may be required to show proof of being the authorized account holder.

- 9. Limitation of Liability; Disclaimer of Warranties.** IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF ANY SITE ASSOCIATED WITH THIS SWEEPSTAKES, OR FROM DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF

LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

10. **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.
11. **USE OF DATA.** Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at <https://www.njng.com/privacy/index.aspx>. By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.
12. **WINNER/RULES:** For the names of Sweepstakes winners, mail a stamped, self-addressed envelope to: Save Energy. Save Money. Win Prizes! Sweepstakes, New Jersey Gas Company, 1415 Wyckoff Road, Wall, N.J. 07719. Requests must be received by April 30, 2023.