

OFFICIAL RULES

1. NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING. SUBJECT TO APPLICABLE FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS. VOID WHERE PROHIBITED.

2. Eligibility. Subject to the additional restrictions below, the **CONTEST** is open to legal U.S. residents (excluding Puerto Rico) who are **18** years or older who have been current customers of Sponsor since February 1, 2021, inclusive. Entrants must not be convicted of a felony. Employees and contractors of Sponsor, and the immediate family members of, and any persons domiciled with, any such employees or contractors, are not eligible to enter or to win.

3. How To Enter. The Contest will begin at 12:00 a.m. CST on **February 14, 2021** and end at 11:59 p.m. CST on **February 16, 2021**. The Sponsor reserves the right to shorten or extend the Contest Period. All existing customers of Sponsor are eligible to win. A qualified entry is an existing customer of Sponsor who uses at least 10% less electricity than their average daily usage for February 1, 2021, through February 7, 2021, as qualified by Sponsor. Each day during the Contest period that a customer reduces their usage by 10% qualifies as an “entry” in the drawing. The maximum is three entries per customer.

Maximum three (3) entries per ESID electricity meter. More than three entries by any means will be disregarded. Entries that do not comply with the provisions of these Official Rules will be disqualified. Sponsor further reserves the right to disqualify any entry that is determined to be manipulated by dishonest means or intent. By entering, you agree to receive e-mails and text messages from Sponsor or those directed by Sponsor. You can opt-out of the receipt of such e-mails or text messages by following the directions on the Contest website or in any email or text message received from Sponsor.

4. Winner Selection. On or around March 10, 2021, winners will be selected by a random drawing conducted by Sponsor. Winners will be announced by email blast and on the Sponsor’s website. If a winner cannot be reached within 10 days after Sponsor’s initial attempt, or if the selected winner will be unavailable to accept the prize, Sponsor will select an alternate winner for that prize from the remaining entries.

5. Prizes and Odds. Grand Prize: A New White Tesla Model 3 electric automobile. 5 Second Place Prizes: 5 customers across all brands will win Free Electricity for a Year. 50 Third Place Prizes: 50 customers across all brands will get Free Electricity during March 2021. All Prizes are awarded "AS IS" and without guaranty, representation, or warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). The odds of winning depend on the number of valid entries in each contest. With the written agreement of a winner and Sponsor, prizes may be substituted for cash payments. All participants must continue to be Sponsor's customer until Prize credits are fully applied. The date, time, and usage tracked by Sponsor shall be conclusive evidence of the date and time relevant to prizes and reduction in usage is computed. Prize winners will receive credit applied directly to their account. Prize is not transferable, and no cash will exchange. Electricity will be billed at the then current rates posted for the 12-month Sponsor rate on powertochoose.org, at the time of drawing. You are not obligated to remain a customer of Sponsor after receipt of the Prize and may close your account at any time as may be provided in any contractual relationship with Sponsor. If the residential service account covered by the prize credit is terminated, closed, switched, or cancelled for any reason other than a move to another residential account in Sponsor's service territory, the remaining unused balance of the Prize credit will be forfeited. At the end of 365 days of service, any unused portion of the value will be forfeited. In the event of a move within the Sponsor's Service Territory, Prize credit may be transferred to a new account in winner's name upon a 14 days' written notice to Sponsor. All federal, state, local or other taxes arising from participation in the Contest or award of the any prize including, without limitation, income taxes are the sole responsibility of the Prize winners.

6. Winner Notification and Acceptance. Each winner will be notified within five business days of selection at the telephone number, and/or email address provided on winner's entry form. If notification is by phone, Sponsor will call during regular business hours at number provided on entry form and will leave no messages. Failure to reach entrant by phone after three (3) attempts, return of email notification as undeliverable, or failure of winner to respond to email notification may result in disqualification of winner, forfeiture of his or her interest in all prizes, and selection of a substitute winner from among all remaining eligible entries. To claim prize, each winner must present a valid photo identification and a copy of an electricity bill showing their ESID, account number, and address. Winners may waive their right to receive prizes. Prizes are nonassignable and nontransferable. No substitutions

allowed by winner. Prizes are not redeemable for cash. Prizes and individual components of prize packages are subject to availability and Sponsor reserves the right to substitute prizes of equal or greater value. Winners are solely responsible for reporting and payment of any taxes on prizes. Winners may be required to complete an affidavit of eligibility/liability certifying that the entrant's submission is accurate and that entrant has complied with the Official Rules of the Contest, as well as a liability and publicity release (except where prohibited by law) which must be returned as directed by Sponsor. Failure to sign and return the affidavit or release, or to comply with any term or condition of these Official Rules, may result in a winner's disqualification, the forfeiture of his or her interest in the prize, and the award of the prize to a substitute winner. Except where prohibited, acceptance of any prize constitutes winner's consent to the publication of his or her name, biographical information and likeness in any media for any commercial or promotional purpose, without limitation the Internet, or further compensation. Prizes not won and claimed by eligible winners in accordance with these Official Rules will not be awarded and will remain the property of Sponsor.

7. Participation. By participating, contestants agree to be bound by these Official Rules and the decisions of Sponsor. Sponsor reserves the right to disqualify persons found tampering with their electricity meter or their electricity usage or otherwise abusing any aspect of this Contest as solely determined by Sponsor. In the event the Contest is compromised by a virus, non-authorized human intervention, tampering or other causes beyond the reasonable control of Sponsor which corrupts or impairs the administration, security, fairness or proper operation of the Contest, Sponsor reserves the right in its sole discretion to suspend, modify or terminate the Contest. Should the Contest be terminated prior to the stated expiration date, Sponsor reserves the right to award prizes based on the entries received before the termination date. The authorized account holder of Sponsor's customer will be considered the entrant, and entrant must have been a current customer of Sponsor as of February 1, 2021, to enter. An "authorized account holder" shall mean the natural person assigned to such electricity account by Sponsor or one of its affiliates. Any questions regarding the number of entries, or the owner of a customer account shall be determined by Sponsor in its sole discretion, and Sponsor reserves the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of the Contest.

8. Copyright. By entering the Contest, each contestant grants to Sponsor an exclusive, royalty-free and irrevocable right and license to publish, print, edit or otherwise use the contestant's name, likeness, submitted entry, in whole or

in part, for any purpose and in any manner or media (including, without limitation, the Internet) throughout the world in perpetuity, and to license others to do so, all without limitation or further compensation. Each contestant further agrees that if his/her entry is selected by Sponsor as the winning entry, he/she will sign any additional license or release that Sponsor may require.

9. **Construction.** The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

10. **Governing Law.** The Contest and the official rules shall be governed according to the laws of Texas, without regard to principles of conflicts of laws. All claims, actions or suits must be brought in a court of competent jurisdiction in Harris County, Houston, Texas.

11. **Force Majeure.** The failure of Sponsor to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, winter storm, earthquake, terrorism, act of public enemies, actions of governmental authorities — outside of the control of Sponsor (excepting compliance with applicable codes and regulations) — or other force majeure event will not be considered a breach of these Official Rules.

12. **Sponsor.** The **Contest** is sponsored by **Pulse Power, LLC, d/b/a PowerNext (“Sponsor”)**. The decisions of Sponsor regarding the selection of winners and all other aspects of the Contest shall be final and binding in all respects. Sponsor will not be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials relating to the Contest. For a list of winners available after **March 10, 2021** or a copy of these Official Rules send a self-addressed, stamped envelope to “Winners List/Official Rules” (as applicable), **Pulse Power, LLC, d/b/a PowerNext**, 10200 Grogan’s Mill, Suite 150, The Woodlands, Texas 77380. If you have any questions regarding this Contest, please contact **Joey Zoubi**, jzoubi@pulsepowertexas.com or by telephone: 888-785-7797.