

EFFICIENCY SMART 2023 Extra Credit Contest GIVEAWAY RULES & REGULATIONS

NO PURCHASE IS NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE ENTRANT'S ODDS OF WINNING. VOID WHERE PROHIBITED BY LAW.

1. **GIVEAWAY PERIOD:** The period for teacher nominations ("Giveaway") starts on April 25, 2023, at 7:00 AM Eastern Time and closes on May 14, 2023, at 11:59 PM Eastern Time ("Giveaway Period"). The Giveaway will have two distinct phases: initial nominations, and the finalist community vote. The initial nominations will be from April 16, 2023, through May 14, 2023. The finalist community vote will begin May 24, 2023, at approximately 7:00 AM Eastern Time and close on June 7, 2023, at 11:59 PM Eastern Time ("Giveaway Period"). The Giveaway is sponsored by Vermont Energy Investment Corporation d/b/a Efficiency Smart, which has its corporate headquarters at 20 Winooski Way, Floor 5, Winooski, VT 05404 ("Sponsor"). Sponsor is and shall remain solely responsible for the delivery of the Prize(s) to the winner(s). Sponsor's computer is the official time-keeping device for the Giveaway.

2. **ELIGIBILITY:** This Giveaway is open to all school districts from a community served by Efficiency Smart and K-12 teachers from a community served by Efficiency Smart who are 18 years of age or older and a legal resident of the U.S. at the time of entry into the Giveaway ("Entrants"). Employees, agents and representatives of the Sponsor and its subsidiaries and affiliates are not eligible to win. The parents, siblings and children of any such employee, agent or representative or any person with whom such employee, agent or representative is domiciled are not eligible to win. Winning a prize is contingent upon fulfilling all requirements set forth herein.

Nominees must be a K-12 teacher from a community served by Efficiency Smart, and who is nominated by name on Sponsor's contest sign up form during the participation period.

To be eligible to submit a nomination, participants must reside in the United States and have a valid email address.

3. **PRIZES:** The Giveaway consists of one (1) grand prize and six additional prizes as follows:
:(each, a "Prize" and collectively, the "Prizes"):

One (1) grand prize of a free energy efficiency check-up and a \$750 Visa gift card

One (1) runner up prize of a free energy efficiency check-up and a \$500 Visa gift card

Three (3) consolation prizes of a free energy efficiency check-up and a \$250 Visa gift card

One (1) school district prize of an enhanced incentive of up to \$1,500 towards qualifying energy efficiency improvements for the school district which employs the teacher who wins the vote phase of the contest

One (1) school district prize of an enhanced incentive of up to \$1,500 towards qualifying energy efficiency improvements for a school district with a nominated teacher selected at random

The prizes are worth a total of up to \$5,000. Entrants are only eligible to win one (1) prize.

The Grand Prize will be awarded to the highest vote getter per capita based on residential meter counts in the finalist community vote phase ending on June 7, 2023. Efficiency Smart will tally the votes received and verify eligibility of the finalist receiving the most votes before announcing the Grand Prize winner.

The other Prizes will be awarded in order of total votes received per capita of eligible entries.

The first school district prize will be awarded to the school district that employs the grand-prize winning teacher at the end of the community vote phase. The other school district prize will be awarded at random to a school district which employs a nominated teacher during the nomination period.

The school district prize drawing will take place on June 8, 2023. Sponsor reserves the right to substitute the Prize for one of equal or greater value if the designated Prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with Prize receipt and/or use.

4. HOW TO ENTER: NO PURCHASE NECESSARY TO ENTER OR WIN.

Nominees may be entered to win by a participating during the initial nomination phase of the Giveaway. Sponsor will select five (5) of these nominees as finalist to proceed to the community vote for the Grand Prize. To win the Grand prize, a nominee must have been nominated by a participant, selected as a finalist by Sponsor, and receive the most votes per capita in the finalist community vote.

Sponsor reserves the right to disqualify any entries which, in its sole and absolute discretion, contain any material that is discriminatory, profane, illicit, fraudulent, abusive, hateful, offensive, harmful, vulgar, distasteful, defamatory, or otherwise violates any relevant law or infringes on any third party's rights, harasses, threatens, intimidates, or attempts to impersonate any other person, misrepresents a relationship with any person or entity, or represents any attempt to gain unauthorized access to any site or contents including by hacking, mining, attempting to obtain password, account, or any other personal or private information from any other person. Any entry failing to meet these eligibility guidelines may be deleted and disqualified immediately without notice by Efficiency Smart.

Participants may only take part in the Giveaway from a single email account. If a participant is found to be taking part from several email accounts, they will be disqualified. Participants are encouraged to share and publicize the Giveaway, but are strictly prohibited from buying, renting, selling, or soliciting any votes for payment in any form

Efficiency Smart will only tally one vote per person in the final community vote, even if multiple votes or comments are submitted. The entry must fulfill all Giveaway requirements, as specified, to be eligible to win.

Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Sponsor.

You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of the Sponsor.

All entries shall become the exclusive property of Sponsor, and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, or misdirected entries, which will be disqualified.

5. GIVEAWAY DRAWING: The odds of winning each Prize depend on the number of eligible entries received. The odds of an entry winning any Prize will be the same for that specific drawing, whether the entry was automatically generated or submitted by alternate methods of entry.

Prize drawing for the school district prize will be held on June 6, 2023. Community vote will be held May 24, 2023 and concluded on June 8, 2023. Sponsor will announce the winner on its Public Facebook page on or before July 1, 2023.

6. PRIZE AWARDING: Prizes will be awarded only on verification by Sponsor that all Giveaway requirements have been met by the winners. Each Prize must be accepted as awarded and no substitution, transfer, conversion or assignment of Prizes will be allowed, except at the discretion of the Sponsor, who may substitute a Prize of comparable or greater value. Sponsor will notify the winner by email within fifteen (15) days of the date of the applicable drawing. The winner will have two (2) calendar days from notification to accept the Prize via email. Sponsor is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify the winner. If a selected winner cannot be contacted within the allotted time Sponsor reserves the right to void that entry and select another winner for that Prize by random drawing. In order to be declared an official winner, the selected Entrant must complete, sign and return to Sponsor a Declaration and Release Form, which includes the terms and conditions governing installation and usage of the prize within seven (7) days of receipt. If a selected Entrant(s) fails to complete, sign and return the Declaration and Release Form to Sponsor within seven (7) days the Sponsor reserves the right to void that entry and select another eligible Entrant for that Prize. By completing, signing and returning the Declaration and Release Form, the Entrant (i) confirms compliance with these Giveaway Rules and Regulations, (ii) releases and forever discharges the Sponsor, its officers, directors, employees, and agents, its affiliates and subsidiaries and their respective advertising and promotional agencies from all claims, demands, damages, actions and causes of action arising or to arise by reason of the acceptance or use of the Prize, and (iii) gives permission to the Sponsor, at their option, to publish or otherwise use the Entrant's name, address, photograph, likeness, voice and comments, without compensation, in any publicity carried out by the Sponsor or their respective advertising agencies.

Unless otherwise arranged between Sponsor and winner(s), prizes will be delivered to the official winner within six (6) to eight (8) weeks after receipt of the signed and fully completed Declaration and Release Form. Sponsor is not responsible for and shall not be liable for late, lost, or misdirected communication to the official winners' email addresses.

7. GIVEAWAY GENERAL RULES: By entering the Giveaway, Entrants agree to abide by these Giveaway Rules and Regulations and the decisions of Sponsor, which are final.

- WINNERS LIST: To obtain a copy of the winner list or a copy of the Giveaway Rules and Regulations, send your request to:

Efficiency Smart

20 Winooski Way, Floor 5

Winooski, VT 05404

Requests must be received no later than September 1, 2023.

- **DISQUALIFICATION:** The Sponsor is not responsible for lost, interrupted or unavailable network server or other connections, miscommunications, failed telephone or computer or telephone transmissions or technical failure, jumbled, scrambled or misdirected transmissions, or other error of any kind whether human, mechanical or electronic. Persons found tampering with or abusing any aspect of this Giveaway, Sponsor's website, Sponsor's Facebook page, as determined by the Sponsor, in its sole discretion, will be disqualified. If disqualified for any of the above abuses, Sponsor reserves the right to terminate the Entrant's eligibility to participate. In the event any portion of this Giveaway is compromised by virus, bugs, non-authorized human intervention or other causes beyond the control of the Sponsor, which in the sole opinion of Sponsor, corrupts or impairs the administration, security, fairness or proper entry into the Giveaway, Sponsor reserves the right, in its sole discretion, to suspend or terminate the Giveaway and to award Prize(s) to individuals selected at random from the pool of Entrants received up to the point of termination, or to terminate the Giveaway altogether. In no event will more Prizes be awarded than those listed in the Giveaway's Rules and Regulations, except as otherwise specifically stated herein.
- **TAX INFORMATION:** Liability for any applicable taxes imposed by any government, if any, on any Prize won is the sole responsibility of the winner of such Prize.
- **APPLICABLE LAWS:** Offer is subject to all applicable federal, state, and local laws and regulations. The rules shall be governed by, interpreted under, and enforced in accordance with the laws of Ohio. Sponsor may, in its sole discretion and without notice to participants, terminate the offer for any reason. Void where prohibited or restricted by law.
- **PRIZE DISCLAIMER:** The Sponsor is solely responsible for the delivery of the Prizes to the Prize winners, as declared by the Sponsor. Sponsor shall not be responsible or liable to Entrants for any losses, damages or costs incurred as a result of Entrants entering the Giveaway or use of a Prize won in connection with this Giveaway or the failure by the Sponsor to deliver the Prize to the winner in accordance with the Giveaway Rules and Regulations. By participating in the Giveaway, each Entrant agrees to release and hold harmless Sponsor and the employees, officers, directors, shareholders, agents, representatives of Sponsor, its parent company, affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, harmless from any and all losses, damages, rights, claims and actions of any kind in connection with the Giveaway or resulting from acceptance, possession, or use of any prize, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy.

- DATA PROTECTION NOTICE: Use of Entrants' personal information is governed by and Sponsor's respective Privacy Policies. The Sponsor's Privacy Policy can be found at <https://www.veic.org/privacy-policy>.

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