

PUBLIC ALLIANCE FOR COMMUNITY ENERGY GIFT ENTERPRISE 2023

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VALID ONLY IN NEBRASKA. VOID IN ALL OTHER STATES AND COUNTRIES AND WHERE PROHIBITED. BLACK HILLS GAS DISTRIBUTION, LLC OR ITS SUCCESSOR IS NOT AFFILIATED WITH SPONSORSHIP OF THE PUBLIC ALLIANCE FOR COMMUNITY ENERGY GIFT ENTERPRISE 2023. CHOICE GAS® IS A REGISTERED TRADEMARK OF BLACK HILLS GAS, LLC.

1. **Eligibility:** The Public Alliance for Community Energy (“Sponsor”) Gift Enterprise is open to any Residential Customer, as defined below, who as of June 1, 2023, is deemed to be a Residential Customer in the Nebraska Choice Gas® Program for Gas Year June 1, 2023 through May 31, 2024. The Nebraska Choice Gas® Program is defined as the annual program, provided by Black Hills Gas Distribution, LLC or its successor (“Distributor”), that gives customers the opportunity to choose a natural gas supplier and pricing option that best suits their needs. A Residential Customer is defined as a legal business entity, or a natural person who as of June 1, 2023 is at least nineteen (19) years of age, whose name the respective residential Distributor account has been issued to and to whom services are billed, subject to the above restrictions. The following are not eligible to win the Sponsor Gift Enterprise: (i) employees of the Nebraska Municipal Power Pool, (ii) employees and officials of any municipality that is a member of the Sponsor, (iii) persons employed by contractors for the Sponsor, and (iv) persons who are members of the immediate family of, and living in the household of, any of the employees, officials or contractors described above. Participation in the Gift Enterprise constitutes your full and unconditional agreement to, and acceptance of, these Official Rules. Winning a prize is contingent upon fulfilling all requirements set forth herein. Void where prohibited or restricted by law.

2. **Gift Enterprise Period:** This Gift Enterprise begins on April 6, 2023 and ends on April 26, 2023 (“Gift Enterprise Period”).

3. **Methods of Entry:** Automatic entry by actively selecting Sponsor: Any Sponsor Residential Customer, as defined above, who as of June 1, 2023, is deemed to be a Residential Customer of the Sponsor in the Nebraska Choice Gas® Program for Gas Year June 1, 2023 through May 31, 2024, by actively selecting Sponsor during the Nebraska Choice Gas® Program selection period beginning on April 6, 2023 will automatically earn one (1) entry into the Gift Enterprise. No separate Gift Enterprise entry form from you is required. Mail-In Entry: To enter the Gift Enterprise without choosing ACE as a supplier, hand-print “ATTN – ACE Gift Enterprise 2023 Entry” along with your name, address, city, state, zip code, telephone number, and email address (if applicable) on a 3.5” x 5” card and mail it to: ATTN – ACE Gift Enterprise 2023 Entry, 8377 Glynoaks Drive, Lincoln, NE 68516. Mail-in entries must be received by April 26, 2023.

Maximum limit of one (1) entry per Residential Distributor account. Prizes are limited to one per person.

4. Drawing: Potential winners will be selected in a random drawing, conducted by an employee or agent of the Sponsor among all the eligible entries including mail-in entries, on or about May 8, 2023 (date may be postponed up to five (5) days after the date that Sponsor receives all necessary data files from Distributor containing the list of residential account holders deemed to be Residential Customers of Sponsor for the Nebraska Choice Gas® Program Gas Year 2023-2024).

5. Prizes: Twenty-five (25) winners will each receive up to a total of seven hundred (700) therms in natural gas commodity credits to be applied to winner's bill for usage in the Nebraska Choice Gas® Program Gas Year 2023-2024 for their residential account supplied within the Nebraska Choice Gas® Program; *provided, however*, if winner is not a Residential Customer of Sponsor as of June 1, 2023, the prize will be awarded in the form of a four hundred eighty-seven dollar (\$487.00) USD Visa pre-paid card. Natural gas commodity credits will include a credit for the Supplier Commodity Charge only. Winners will be responsible for all other taxes, fees and charges. Winners of a Visa pre-paid card will be responsible for all other taxes, fees, and charges (including but not limited to activation charges).

6. Winner will remain responsible for payment of all other taxes, fees and charges. If for any reason a winner's natural gas usage in the Nebraska Choice Gas® Program Gas Year 2023-2024 is less than Seven Hundred (700) therms, the remaining natural gas commodity credits will be deemed forfeited and invalid and can no longer be used for the winner's account. Approximate Retail Value ("ARV") of each prize is four hundred eighty-seven dollars (\$487.00) USD, and the total ARV of all prizes is twelve thousand one hundred seventy-five dollars (\$12,175.00) USD, assuming a natural gas rate of \$0.695 per therm, which rate is based on market conditions as of March 17, 2023. ARV will depend upon the then-current applicable rates for natural gas.

For natural gas commodity used by winner during the Nebraska Choice Gas® Program Gas Year 2023-2024 in the Nebraska Choice Gas® Program, Sponsor shall charge winner per the normal terms and conditions the agreed upon rate per therm for the Supplier Commodity Charge and will subsequently credit the Supplier Commodity Charge in the same billing cycle. Winner will receive these credits for up to seven hundred (700) therms during the Nebraska Choice Gas® Program Year 2023-2024. Any natural gas commodity usage in excess of seven hundred (700) therms during the Nebraska Choice Gas® Program Year 2023-2024 will be charged to winner at the rate agreed between Sponsor and winner under the normal terms and conditions of the Nebraska Choice Gas® Program. Winner will be responsible for all other taxes, fees and charges. Natural gas commodity credits must be used on a single account for residential service supplied by Sponsor within the Nebraska Choice Gas® Program. If the residential service account covered by the prize credit is terminated, closed, switched, or cancelled for any reason including but not limited to a move to another residential account in the Nebraska service area in which the Sponsor is a Competitive Natural Gas Provider, the remaining unused balance of the prize credit will be forfeited. There will be no refunds, partial refunds, or cash payments for unused credit.

ALL PRIZES ARE AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

Sponsor is not responsible for any inability of winner to accept or utilize any prize.

7. Winner Notification and Acceptance: Potential winners will be notified by certified mail on or before May 15, 2023 to the address associated with billing for the winning account number or, for mail-in entry winners, to the address provided in the mail-in entry (date may be postponed up to five (5) days after the date that Sponsor receives all necessary data files from Distributor containing the list of residential account holders deemed to be customers of Sponsor for the Nebraska Choice Gas® Program Gas Year 2023-2024). If the potential winner has not completed, signed and returned to Sponsor any and all required documentation, as described below, by 5:00 pm Central Time on the date which is fifteen (15) days after the date of mailing of the certified notification letter, or if the Potential Winner is found to be ineligible or not in compliance with these Official Rules, or declines to accept the prize, or Sponsor is unable to contact the potential winner despite reasonable efforts to do so, as determined in the Sponsor's sole and absolute discretion, or in the event that a prize notification or prize is returned undeliverable, the prize may be forfeited at the Sponsor's sole and absolute discretion. Any unclaimed prize will not be awarded. Sponsor is not responsible for any change of mailing address, email address, and/or telephone number of entrants. By participating, entrants agree to be bound to the decisions of the Sponsor, which will be final and binding in all respects. Potential winner may be required to sign and return an Affidavit of Eligibility, a Publicity/Liability Release, tax forms and other documentation by the return date specified in the prize notification letter, or they will forfeit their respective prize. potential winner may waive their right to receive prizes. No prize transfers, substitutions, assignment, or exchange are permitted except by Sponsor who may, at its sole discretion, substitute prize with one of equal or greater value if the advertised prize, or any portion thereof, becomes unavailable for any reason.

8. Odds: Odds of winning depend upon the total number of eligible entries. Each entry will have an equal chance of winning.

9. Limitations of Liability and Release: Sponsor and its agents are not responsible for any problems that may arise, including but not limited to: (a) entries that are late, lost, illegible, contain false information, damaged, misdirected, mutilated, incomplete, altered or otherwise irregular, or otherwise do not conform with or satisfy any or all of the conditions set out in the Official Rules, (b) incorrect or inaccurate information, whether caused by printing errors, customers, data received from Distributor, or by any of the equipment, hardware or software associated with or utilized in the Gift Enterprise or the Nebraska Choice Gas® Program, and/or (c) postal delays, strikes or failures. If, for any reason, the Gift Enterprise is not capable of being conducted as planned, including, but not limited to, infection by computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures, or other causes beyond the control of Sponsor, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Gift Enterprise. Sponsor also reserves the right, in its sole discretion, to disqualify any individual found to be violating these Official Rules or suspected of attempting to disrupt or defraud the entry process or the operation of the Gift Enterprise, including, but not limited to, the use of any robotic, automated, macro, script, or program, and Sponsor may prosecute or seek other legal redress against anyone suspected of engaging in these acts. Failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. By participating in the Gift Enterprise, you agree to release the Sponsor and the Nebraska Municipal Power Pool, their respective officers, directors, employees and agents from any and all liability for any claims, costs, injuries, losses or damages of any kind caused by (i) your participation in this Gift Enterprise, including

without limitation with respect to the awarding, receipt, use, or misuse of any prize; or (ii) any sponsorship or administration of the Gift Enterprise.

10. Privacy: Any personal information collected is subject to Sponsor's Privacy Policy located at <https://www.aceenergy.org/privacy-policy>. Sponsor collects information as outlined in its Privacy Policy in order to administer this Gift Enterprise and to deliver the products and services that you request and to help us improve your experience with us. Any information you provide to Sponsor may be used to communicate with you in relation to the Gift Enterprise, natural gas service, and the Nebraska Choice Gas[®] Program. As a condition of entering the Gift Enterprise, you give consent for Sponsor to obtain and deliver your name, address and other information to third parties for the purpose of administering this Gift Enterprise and your participation in the Nebraska Choice Gas[®] Program, if applicable, as well as complying with applicable laws, regulations and rules. We may disclose or otherwise make available information we have gathered during this Gift Enterprise, including personally identifiable information, to service providers that assist us with our business operations, including provision of the natural gas services. We require our service providers to keep your information secure and confidential.

Sponsor may release personally identifiable information and/or non-personally identifiable information if required to do so by law, or in the good-faith belief that such action is necessary to comply with a court order. Sponsor also reserves the right to disclose personally identifiable information that Sponsor believes, in good faith, is appropriate or necessary to enforce these Official Rules, take precautions against liability, or to investigate and defend itself against any third-party claims or allegations.

11. Disputes: THIS CAMPAIGN IS GOVERNED BY THE LAWS OF THE STATE OF NEBRASKA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Gift Enterprise, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Gift Enterprises, shall be resolved individually, without resorting to any form of class action, exclusively before a court located in Lancaster County, Nebraska having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Gift Enterprise). Participant further waives all rights to have damages multiplied or increased.

12. Winner's Consent: By accepting any prize, winner consents to use of name, photograph, likeness, testimonial and biographical information for advertising and promotional purposes online and in print, or in any other media worldwide in connection with the Gift Enterprise, without limitation or notice to, or further consent of, and without additional compensation worldwide, in perpetuity, except where prohibited by law.

13. Winners List and Official Rules: For the list of winners and/or a copy of these Official Rules, send a self-addressed, stamped envelope to: ACE Gift Enterprise, Public Alliance for Community Energy, 8377 Glynoaks Drive, Lincoln, NE 68516. Requests must be received by August 1, 2023. A copy of the Official Rules is also available by visiting <http://www.ACEenergy.org> by August 1, 2023.

14. Sponsor: Public Alliance for Community Energy Gift Enterprise 2023 is sponsored by the Public Alliance for Community Energy. Black Hills Gas Distribution, LLC or its successor is not affiliated with sponsorship of the Public Alliance for Community Energy Gift Enterprise 2023. To the extent this Gift Enterprise is promoted on Facebook, Twitter or Instagram, this promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or Instagram. You understand that you are providing your information to the Sponsor and not to Facebook, Twitter or Instagram. By entering this Gift Enterprise, you agree to release Facebook, Twitter and Instagram from any and all liability.