

**PUBLIC ALLIANCE FOR COMMUNITY ENERGY  
and  
THE CITY OF OSHKOSH, NEBRASKA  
GIFT ENTERPRISE 2025**

**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 NEBRASKA GAS, LLC OR ITS SUCCESSOR IS NOT AFFILIATED WITH SPONSORSHIP OF THE PUBLIC ALLIANCE FOR COMMUNITY ENERGY GIFT ENTERPRISE 2025. CHOICE GAS® IS A REGISTERED TRADEMARK OF BLACK HILLS GAS, LLC.

1. **Sponsorship:** The Public Alliance for Community Energy and **THE CITY OF OSHKOSH, NEBRASKA** Gift Enterprise (the “Gift Enterprise”) is sponsored by the Public Alliance for Community Energy (“ACE”) and **THE CITY OF OSHKOSH, NEBRASKA** (“Municipality”) (ACE and Municipality are collectively referred to in these Official Rules as the “Co-Sponsors”). Black Hills Nebraska Gas, LLC or its successor is not affiliated with sponsorship of the Gift Enterprise.

2. **Eligibility:** The Gift Enterprise is open to any Resident, as defined below, who as of March 26, 2025, is at least nineteen (19) years of age. A Resident is defined as a natural person who is, as of March 26, 2025 domiciled in the State of Nebraska. The following persons are not eligible to win the Gift Enterprise: (i) employees of the Nebraska Municipal Power Pool, a Nebraska nonprofit corporation, (ii) employees and/or public officials employed by or elected or appointed to serve any municipality that is a member of ACE, and (iii) 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 by any person in the Gift Enterprise constitutes the full and unconditional agreement to, and acceptance of, these Official Rules by such person. Winning a prize is contingent upon fulfilling all requirements set forth herein. Void where prohibited or restricted by law.

3. **Entry Period:** The entry period for the Gift Enterprise begins on March 26, 2025, and ends on April 15, 2025 (“Gift Enterprise Period”).

4. **Methods of Entry:** Persons wishing to enter the Gift Enterprise (each a “Participant”) may enter in any of the methods described in this Section 4.

**Entry Slip:** To enter the Gift Enterprise, a Participant may submit a completed information sheet in a form provided by the Co-Sponsors (each an “Entry Slip”) into a collection receptacle which is approved by one or more of the Co-Sponsors (each an “Entry Box”). Entry Slips must include an accurate statement of all

requested information. Entry Slips shall be indicated as such with the title “Where’s Thermie Entry Slip” and the ACE logo. Approved Entry Boxes will be indicated with the words “Where’s Thermie Entry Box” and the ACE logo and will be located at one or more business locations which shall be selected by the Municipality, provided however, that such businesses shall be located within ten (10) miles of the Municipality (each an “Entry Box Location”). Entry Boxes shall remain in the selected Entry Box Locations for approximately seven (7) days per Entry Box Location selected during the Gift Enterprise Period.

Mail-In Entry: To enter the Gift Enterprise without submitting an Entry Slip, a Participant may hand-print “ATTN – ACE Gift Enterprise 2025 Entry” along with such Participant’s name, address, city, state, zip code, telephone number, and email address (if applicable) on a 3.5” x 5” card (each a “Mail-In Entry Card” and together with the Entry Slips, the “Entries”) and mail it to: ATTN – ACE Gift Enterprise 2025 Entry - OSHKOSH, 8377 Glynoaks Drive, Lincoln, NE 68516. Mail-in entries must be received by ACE no later than 5:00 P.M. Central Prevailing Time on April 15, 2025.

**Participants may submit multiple entries to the Gift Enterprise, provided, however, that no Participant may enter the Gift Enterprise more than one (1) time for each of the following periods during the Gift Enterprise: (a) March 26 through April 1, 2025, (b) April 2 through April 8, 2025, and (c) April 9 through April 15, 2025. or more than three (3) times during the Gift Enterprise Period.**

5. **Drawing**: Potential winners will be selected in a random drawing from all of the collected Entries (the “Drawing”). The Drawing will be conducted by an employee or agent of one of the Co-Sponsors on or about April 19, 2024, but in no event shall such drawing take place before April 16, 2025 or after April 23, 2025. The employee or agent conducting the Drawing shall randomly select three Entries who shall each be selected as potential winners, provided however, that each Participant shall only be eligible to be selected one (1) time in the drawing, even if such Participant has submitted multiple Entries. In the event that a potential winner is determined to be ineligible, an employee or agent of one of the Co-Sponsors may randomly select a new proposed winner from the Entries.

6. **Prizes**: Up to three (3) winners will each receive a gift card or certificate valued at Fifty and NO/100 Dollars (\$50.00) for use at a business or businesses selected by the Municipality, or for general use within the Municipality, provided however, that such business or businesses must have a physical location within ten (10) miles of the Municipality.. Winners will be responsible for all other taxes, fees, and charges (including but not limited to activation charges) incurred as a direct or indirect result of participation in the Gift Enterprise. There will be no refunds, partial refunds, or cash payments for used or unused gift card balances.

7. **Publicity.** Participants grant the Co-Sponsors or any of Co-Sponsor's employees, agents, independent contractors, licensees, successors, or assigns the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the world, without limitation, the Participant's entry, name, portrait, picture, voice, likeness, image, statements about the Gift Enterprise, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent.

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).

Co-Sponsors are not responsible for any inability of winner to accept or utilize any prize.

8. **Winner Notification and Acceptance:** Winners will be notified via the telephone number listed on their Entry Slip or Mail-In Entry Card and any prize will be made available for in-person pickup by the winner on or before May 1, 2025 at the local Municipality office or other address provided during the telephone conversation. If the potential winner is found to be ineligible or not in compliance with these Official Rules, or declines to accept the prize, or Co-Sponsors are unable to contact the potential winner despite reasonable efforts to do so, as determined in ACE's sole and absolute discretion, the prize may be forfeited at ACE's sole and absolute discretion. Any unclaimed prize will not be awarded. Co-Sponsors are not responsible for any change of mailing address, email address, and/or telephone number of entrants. Participants agree to be bound to the decisions of the Co-Sponsors, which will be final and binding in all respects. No prize transfers, substitutions, assignment, or exchange are permitted except by ACE who may, at its sole discretion, substitute a prize with one of equal or greater value if the advertised prize, or any portion thereof, becomes unavailable for any reason.

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

10. **Limitations of Liability and Release:** The Co-Sponsors and their agents, employees, independent contractors, successors, or assigns 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 or (b) 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, supply chain issues, safety or public health emergencies, or other causes beyond the control of the Co-Sponsors, the Co-Sponsors each, individually and for themselves, reserve the right to cancel, terminate, modify or suspend the Gift Enterprise. The Co-Sponsors each also reserve the right, in their sole discretion, to disqualify any Participant 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 either Co-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, Participants agree to release the Co-Sponsors 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) such Participant's 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.

11. **Privacy:** Any personal information collected is subject to ACE's Privacy Policy located at <https://www.aceenergy.org/privacy-policy>. ACE 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 the Co-Sponsors may be used to communicate with you in relation to the Gift Enterprise, natural gas service, and the Nebraska Choice Gas<sup>®</sup> Program, which is defined as the annual program, provided by Black Hills Nebraska Gas, LLC or its successor, that gives customers the opportunity to choose a natural gas supplier and pricing option that best suits their needs. As a condition of entering the Gift Enterprise, each Participant gives consent for the Co-Sponsors to obtain and deliver such Participant's name, address and other information to third parties for the purpose of administering this Gift Enterprise. 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.

The Co-Sponsors 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. The Co-Sponsors also reserve the right to disclose personally identifiable information that the Co-Sponsors believe, 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.

**12. Disputes:** THE GIFT ENTERPRISE 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.

**13. Winners List and Official Rules:** Any person who wishes to obtain the list of winners and/or a copy of these Official Rules may send a self-addressed, stamped envelope to: ACE Gift Enterprise 2025, Public Alliance for Community Energy, 8377 Glynoaks Drive, Lincoln, NE 68516. Requests must be received by August 1, 2025. A copy of the Official Rules is also available by visiting <http://www.ACEenergy.org> by August 1, 2025.

**14. Promotion.** To the extent this Gift Enterprise is promoted on Facebook, X/Twitter or Instagram, this promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, X/Twitter or Instagram. You understand that you are providing your information to the Co-Sponsor and not to Facebook, X/Twitter or Instagram. By entering this Gift Enterprise, you agree to release Facebook, X/Twitter and Instagram from any and all liability.