

Cape Light Compact Nest Thermostat Sweepstakes

OFFICIAL RULES

MUST BE 18 YEARS OF AGE OR OLDER TO PARTICIPATE.

Sponsor: Cape Light Compact JPE (“Cape Light Compact”)

Eligibility: Cape Light Compact’s Nest Thermostat Sweepstakes (“Sweepstakes”) is open to residential electric customers within Cape Light Compact territory (the towns comprised of Barnstable and Dukes County, MA) at the time of entry who are ages 18 or older.¹ Void outside of Massachusetts and where otherwise taxed, prohibited or restricted by law. By entering this Sweepstakes, each entrant (“Entrant”) warrants that he/she meets the above eligibility requirements and agrees to these Official Rules.

To Enter: The Sweepstakes begins on Saturday, March 30th at 9:00 a.m. Eastern Daylight Time (“EDT”) and ends on April 30th at 9:00 a.m. EDT (“Promotion Period”). During the Promotion Period, visit Cape Light Compact’s newsletter webpage at <https://www.capelightcompact.org/news/newsletter/> (“Website”), enter the requested information, and click “Sign up” to subscribe to the monthly newsletter.

Newsletter subscriptions that are received during the Promotion Period which are fully compliant with these Official Rules are valid entries (“Valid Entries”) for the prize offered during that Promotion Period. Limit one (1) entry per Cape Light Compact residential electric account during the Promotion Period. No person may enter more than once by using different email addresses and no email address can be used to submit more than one subscription. Entries received from any person or email address in excess of the stated limitation will be void.

In the event of a dispute as to who submitted an entry, the name of the authorized account holder associated with the email address will be deemed to be the Entrant and such Entrant must comply with these Official Rules. The authorized account holder is defined as the natural person who is assigned to the email address by an Internet access provider, online service provider, or other organization that is responsible for assigning email addresses or the domain associated with the submitted email address. Potential winners are subject to verification by use of proper identification and may be required to show proof that they are the authorized account holder.

Entries that are late, contain false information, garbled or incomplete, altered or otherwise irregular, generated by script, macro or other automated means, that have been submitted through illicit means or by any means which subvert the entry process or that do not conform with or satisfy any or all of the conditions set out in the Official Rules will be void.

This Sweepstakes is in no way sponsored, endorsed, administered by, or associated with, Facebook, Instagram, or Twitter. Entrants understand that they are providing information to Cape Light Compact and not to Facebook, Instagram, or Twitter. Entrants may share the Sweepstakes with friends and family, but are not required to do so. By entering in the Sweepstakes, Entrants are agreeing to be opted into Cape Light Compact’s monthly newsletter. Entrants can opt out of this newsletter by clicking “unsubscribe” at the bottom of the email received from Cape Light Compact.

Prize: Five entrants selected at random will win a Nest Third Generation Learning Thermostat, Model: T3007ES (“Prize”). Prize includes delivery. Total estimated retail value is \$249.00.

¹ Cape Light Compact territory covers the following zip codes: 02532, 02534, 02535, 02536, 02537, 02539, 02540, 02541, 02542, 02543, 02552, 02553, 02556, 02557, 02559, 02561, 02562, 02563, 02565, 02568, 02574, 02575, 02601, 02630, 02631, 02632, 02633, 02634, 02635, 02637, 02638, 02639, 02641, 02642, 02643, 02644, 02645, 02646, 02647, 02648, 02649, 02650, 02651, 02652, 02653, 02655, 02657, 02659, 02660, 02661, 02662, 02663, 02664, 02666, 02667, 02668, 02669, 02670, 02671, 02672, 02673, 02675, 02713

Selection of Winner/Winner Notification/Odds of Winning: Winners will be chosen at random at the conclusion of the Sweepstakes on April 30, 2019 by Cape Light Compact. A total of five winners will be selected for this Sweepstakes. Notwithstanding the foregoing, selecting the winners is a manual process and Cape Light Compact reserves the right to exercise its own discretion at any point in the winner selection process.

The potential winners will be sent an e-mail and will be required to provide his/her full name, address, city, state, zip code, date of birth and phone number (including area code) and to complete any additional documents requested by Cape Light Compact, if any, to claim his/her prize. The potential winners may be required to sign and return an Affidavit of Eligibility and receipt. Each potential winner will have five (5) business days from e-mail notification to provide required information or the Prize may be forfeited and awarded to an alternate winner from among all eligible remaining entries received. E-mail notification shall be deemed to have occurred on the date of Cape Light Compact's or Cape Light Compact's designees' first attempt to make e-mail contact with a potential winner.

If a potential winner is found to be ineligible for any reason, an alternate winner may be selected, at Cape Light Compact's sole discretion. If prize e-mail or Prize is returned as undeliverable it will result in disqualification, and the Prize may be awarded to an alternate winner. Any non-response by potential winner, or Cape Light Compact's failure to receive a response from a potential winner within the prescribed five (5) business day period will result in disqualification and the selection of an alternate winner, at Cape Light Compact's sole discretion and time permitting.

In the event Cape Light Compact is unable to contact a potential winner, or if a potential winner is non-compliant with these Official Rules, the potential winner will be disqualified and an alternate winner may be selected. Cape Light Compact is not responsible for unsuccessful efforts to notify the potential winner. The Prize will be delivered to each winning Entrant's place of residence based on the information provided by the Entrant. Prizes will only be delivered to addresses within Cape Light Compact territory. The prize will be shipped within ten (10) business days after the Entrant completes all Sweepstakes requirements and is confirmed as a valid electric customer within Cape Light Compact territory.

Odds of winning depends on the total number of Valid Entries received during the Promotion Entry Period. No substitution, cash redemption (except as provided herein) or transfer of Prize is permitted by the winner. Cape Light Compact reserves the right to substitute a prize (or portion thereof) with one of comparable or greater value, at its sole discretion. In no event will more than the stated number of prizes be awarded. Cape Light Compact will cover delivery costs. All other costs and expenses associated with the acceptance and use of a prize not included in these Official Rules as being provided (including, but not limited to federal, state and local taxes) will be the sole responsibility of the winner. All prize details are at Cape Light Compact's sole discretion.

General: By participating, Entrant warrants and represents that he/she has complied in full with these Official Rules, including but not limited to all eligibility requirements, and further agrees to be bound by these Official Rules which are final and binding in all respects. Officers, directors, and employees of Cape Light Compact, The Cadmus Group, Inc., Nest, and each of their respective parents, affiliates, subsidiaries, subcontractors, agents, representatives, advertising and promotion agencies, and those individuals engaged in any way in the development, production, publication, printing, distribution or execution of this Promotion shall be referred to as the "Released Parties." The Released Parties are not responsible for: (i) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, mechanical, typographical, printing, computer, hardware or software malfunctions or errors of any kind, or inaccurate transmission of or failure to receive entry information by Released Parties; (ii) hardware or software errors; faulty computer, telephone, cable, satellite, network, cellular towers, electronic, wireless service provider, or Internet connectivity or other online communication problems; errors or limitations of any Internet Service Providers (ISPs), servers, hosts or providers; garbled, jumbled, scrambled, delayed, or faulty data transmissions; failure of any e-mail or wireless transmissions

to be sent or received; lost, late, delayed or intercepted e-mail or wireless transmissions; inaccessibility of the Website in whole or in part for any reason; traffic congestion on the Internet or the Website; unauthorized human or non-human intervention of the operation of the Promotion, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Promotion, or loss, miscount, misdirection, inaccessibility or unavailability of an e-mail account used in connection with the Promotion; or (iii) any injury or damage to Entrant's or any other person's computer, related to or resulting from entering or otherwise participating in the Promotion or downloading materials from or use of the Website. Released Parties are not responsible for any other errors in connection with the Promotion, including, without limitation, errors or problems in connection with the administration of the Sweepstakes, the processing of entries or stories, or typographical, printing or other errors in these Official Rules or in any Promotion-related materials. Cape Light Compact reserves the right, at its sole discretion, to cancel or terminate the Sweepstakes at any time for any reason whatsoever.

ALL PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PARTICIPANT ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY MANUFACTURER(S) FOR PRODUCTS AND PRIZES ARE NOT TO BE CONSIDERED WARRANTIES OF CAPE LIGHT COMPACT AND CAPE LIGHT COMPACT MAKES NO REPRESENTATION, GUARANTEES OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES.

By participating in the Sweepstakes each Entrant agrees to release, defend, indemnify and hold harmless Released Parties from and against any and all claims, demands, expenses, losses and liabilities of any nature whatsoever caused or contributed to (i) by entering or participating in the Promotion or (ii) by the acceptance, use or misuse of the Prize. ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER WITH OR VANDALIZE THE WEBSITE, OR INTERFERE WITH THE LEGITIMATE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, CAPE LIGHT COMPACT RESERVES THE RIGHT TO SEEK DAMAGES AND TO DILIGENTLY PURSUE ALL REMEDIES (INCLUDING ATTORNEY'S FEES) AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW AND TO BAN OR DISQUALIFY ANY ENTRANTS OR PARTICIPANTS IN ANY CAPACITY FROM THIS AND FUTURE PROMOTIONS.

Disputes: By entering the Sweepstakes, Entrants agree that (a) any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, shall be resolved individually, without resorting to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Promotion, but in no event attorneys' fees; and (c) under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby waives all rights to claim punitive, special, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses.

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 Cape Light Compact in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Massachusetts or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts. Venue with respect to any disputes shall be had in the state and federal courts of the Commonwealth of Massachusetts.

Abbreviated Rules: Sweepstakes starts on Saturday, March 30th at 9:00 a.m. EDT and ends on Tuesday, April 30th at 9:00 a.m. EDT. Open to legal residents of MA, ages 18 or older, who are current residential electric customers of Cape Light Compact. Void outside MA and where prohibited. All entries must be complete to be eligible. Five entrants will be chosen to receive a Nest Third Generation Learning Thermostat. Sponsor: Cape Light Compact, 261 Whites Path, South Yarmouth, MA 02664.