

## **OFFICIAL RULES OF HOME ENERGY EFFICIENCY MAKEOVER PROGRAM (“PROGRAM”)**

NO PURCHASE NECESSARY. YOU MUST BE AT LEAST 18 YEARS OF AGE OR OLDER AND A LEGAL RESIDENT OF THE UNITED STATES TO BE CONSIDERED FOR PARTICIPATION IN THE PROGRAM. THE PROGRAM IS LIMITED TO OWNER OCCUPIED HOMES LOCATED IN THE COBB EMC SERVICE AREA, AND ON THE ATLANTA GAS LIGHT COMPANY PIPELINE SYSTEM WITH NATURAL GAS SERVICE AT YOUR RESIDENCE. ONLY LEGAL UNITED STATES RESIDENTS ARE ELIGIBLE TO ENTER THE PROGRAM. VOID WHERE PROHIBITED. SEE ADDITIONAL ELIGIBILITY REQUIREMENTS BELOW.

1. **HOW TO ENTER:** No Purchase Necessary. No entry fee, payment, or proof-of-purchase is necessary to participate in the Program. The Program is sponsored, conducted and judged by Cobb EMC and The Cobb Heating and Air Association.
2. By submitting a Program application (Nominee or Nominator application) participants agree to allow Cobb EMC access to their energy usage records, as an energy audit may be conducted. Limit one entry per household during the Program Period.
3. **ELIGIBILITY:** YOU MUST BE AT LEAST 18 YEARS OF AGE, OWN AND OCCUPY AS A PRIMARY RESIDENCE A HOME LOCATED ON LAND OWNED BY YOU WITHIN THE COBB EMC SERVICE AREA, AND ON THE ATLANTA GAS LIGHT COMPANY PIPELINE SYSTEM WITH NATURAL GAS SERVICE AT YOUR RESIDENCE, BE A LEGAL UNITED STATES RESIDENT, BE A MEMBER OF COBB EMC, AND SUBMIT A COMPLETED PROGRAM ENTRY FORM.

For purposes of this Program, the term “home” includes site built homes constructed on a foundation or a slab, and manufactured homes. Manufactured homes are structures in one or more sections, with each section originally transportable on axles attached to a permanent chassis, and when all sections are combined constitute a dwelling with not less than 320 square feet. The manufactured home must be situated on piers, footings or other permanent support and anchored to the ground. Travel trailers and recreational vehicles are not eligible. Whether a structure is or is not a manufactured home and qualifies for the Program shall be determined by Cobb EMC in its sole discretion. Entrants may be required to provide proof of legal United States residency if requested by Cobb EMC to determine eligibility and as a condition of participation in the Program. Employees, board members, and officers of Cobb EMC, Gas South, LLC, any companies owned by or affiliated, advertising agencies and any other company involved with the design, production, execution or distribution of this Program, or any family or household Members of such employees, board members, and officers are not eligible to enter or be selected to participate in the Program.

Winner may receive all or some of the following measures as it is deemed necessary by the Program audit committee: duct sealing, heating and air equipment, hot water heater, attic insulation, air infiltration, lighting energy efficiency measures (the “EE Measures”), and ENERGY STAR® appliances. Any upgrades or changes will be made to the home of The Winner and are subject only to the warranties of the manufacturer and of the installing contractor. Upon becoming a Gas South, LLC residential customer within 60 days of selection, Winner will also receive up to \$2,500 in total credit against charges on Winner’s Gas South, LLC account over no more than 24 months of service or when the credit is expended, whichever occurs first, after which time the Winner will assume payment responsibility on the account. Any early



termination fee paid by Gas South, LLC to a pre-existing gas marketer of the Winner will be deducted from the aforementioned credit. The credit may not be redeemed in cash and will be forfeited if not applied against Gas South, LLC charges within 24 months. Cobb EMC Makes no representation nor extends any warranty for such upgrades or changes and such upgrades or changes are to be accepted by the Winner “as-is” and without warranty. Winner is solely responsible for all applicable taxes. Cobb EMC makes no representations or warranties of any kind whatsoever concerning the appearance or performance of any upgrades or changes made to a home of a Winner.

1. SELECTION OF WINNER: Winner will be selected through a comprehensive application screening process aimed at identifying those homes that are energy inefficient and that can benefit the most from the installation of the EE Measures. Factors to be considered in selecting the Program winner and finalists may include: actual past energy use; size of home; age of home; number of occupants; number of years at present residence; style of home; and unusual energy uses. This screening process will conclude on or about January to February 2020, and will be performed by representatives of Cobb EMC, The Cobb Heating and Air Association, and Gas South, LLC whose decisions are final and binding and not subject to challenge or appeal.

2. GENERAL: This Program is subject only to the laws of Georgia and the United States. Prizes will be awarded and/or delivered only to addresses within the Cobb EMC service territory. No substitution of prizes is offered. No transfer of a prize to a third party is permitted, and non-cash prizes may not be redeemed for cash value. Winner will be solely responsible for all applicable federal, state, and local taxes on prizes; Winner will receive an IRS Form 1099 for the retail value of the prize. All other expenses on the receipt and use of the prize not specifically mentioned herein are the sole responsibility of the Winner. Any portion of a prize not accepted by Winner will be forfeited and may be awarded to another Program participant at the option and sole discretion of Cobb EMC.

3. CONDUCT: By entering the Program, entrants agree to be bound by these Official Rules and the decisions of Cobb EMC shall be final and binding in all respects. These Official Rules will be posted on the Cobb EMC website throughout the Program Period. Failure to comply with these Official Rules may result in disqualification from participation in the Program. Cobb EMC reserves the right in its sole discretion to disqualify any individual found to be tampering with the entry process or the operation of the Program or with Cobb EMC’s website; to be acting in any manner deemed by Cobb EMC in its sole discretion to be in violation of the Official Rules; or to be acting in any manner deemed by Cobb EMC in its sole discretion to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, COBB EMC RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON UP TO THE FULLEST EXTENT PERMITTED BY LAW.

4. LIMITATIONS OF LIABILITY: Cobb EMC assumes no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at



any point in the operation of this Program; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of the Program; (d) inaccessibility or unavailability of the Internet or the website or any combination thereof; or (e) any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the Program or download of any materials in the Program. If, for any reason, the Program is not capable of running as planned for reasons that may include without limitation infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Program, then Cobb EMC reserves the right in its sole discretion to cancel, terminate, modify, or suspend the Program in whole or in part.

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