

## **Constellation Green Team Sweepstakes 2021-2022 Official Rules**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED FOR THE SWEEPSTAKES. VOID WHERE PROHIBITED BY LAW.

**Dates of Promotion; How to Enter:** Beginning at 8:00 AM Eastern Time (“ET”) on Monday, August 2, 2020 through 11:59 PM ET on Saturday, December 31, 2022 (the “Entry Period”), you will receive one (1) entry in this sweepstakes (“Sweepstakes”) by filling out the entry form, clicking on the “Pledge” button, and identifying your team at <http://www.constellation.com/GreenTeam> (the “Entry”). No other method of entry will be accepted. Limit one (1) Entry per person, per email address. Additional Entries beyond the specified limit will be void. This Sweepstakes is subject to all applicable federal, state and local laws and regulations.

**Eligibility:** Must be at least eighteen (18) years of age at the time of entry and a legal resident of the fifty (50) United States or District of Columbia to enter or win. Employees, officers, or directors of Sponsor and their respective parent companies, subsidiaries, affiliates, sales representatives, distributors, licensors, prize providers, advertising and promotion agencies and members of their immediate families (spouses, parents, children and siblings) and those living in the same household (whether related or not) as each of the above are not eligible to enter or win a prize.

**Sponsor/Administrator:** The sponsor and administrator (“Sponsor”, “Administrator”) of this sweepstakes is Constellation NewEnergy Inc, 1310 Point Street, Baltimore, MD 21231.

**Drawing; Prize:** Random drawings among all eligible Entries will be held on a rolling basis due to prize fulfillment. One (1) potential winning Entry will be selected in the Drawings for each Prize. Sponsor is the official timekeeper for the Drawing. The sponsor’s computer is the Sweepstakes’ official clock.

Prize packs: One (1) PGA/Constellation hat autographed by Jim Furyk, twenty four (24) Calloway golf balls, one (1) Chicago Blackhawks jersey, one (1) football autographed by Baltimore Ravens player, two (2) team baseball hats selected by winner. Approximate retail value of the prize: \$400. Odds of winning depend on the number of eligible Entries received. All taxes (including income tax) for prizes awarded are the sole responsibility of the Winner.

**Winner Notification:** Following the Drawing, each potential Winner will be notified via email and will be asked to provide his or her legal name and mailing address and verify that he or she is age eighteen (18) years or older and meets the other eligibility requirements in order to claim the Prize. Potential Winner will be required to provide any/all requested fulfillment information within a specified amount of time (Administrator must receive such information on or before the date indicated during the notification correspondence). If a potential Prize Winner fails to respond in the time period specified above, if any Prize claim documents are not returned within the number of days specified, if requested fulfillment information is not provided in the number

of days specified, if any notification or notification attempt is returned as undeliverable or as an error, or if the potential Prize Winner declines the Prize, then the Prize may be forfeited and an alternate potential Winner will be selected, at the Sponsor's sole discretion. By entering or being selected as a potential Prize winner, all entrants and potential/confirmed Winners hereby consent to the use by the Released Parties of their Entry and all information contained therein including but not limited to, name, likeness, opinions, images, statements and/or other indicia of persona, and personally identifiable information (collectively "Likeness"), for any and all uses and purposes (including, without limitation, for purposes of advertising and trade) in any media now known or hereinafter developed in any manner throughout the world (including, without limitation, the World Wide Web and on-air) in perpetuity without additional consideration (where legal), consent or prior review, and upon request will provide written consent to such use. All decisions of Sponsor relating to the Sweepstakes are final. Prize is non-transferable, is not redeemable for cash, and no substitution will be made, except at Sponsor's sole discretion. Sponsor reserves the right to substitute the Prize for one of equal or greater value for any reason.

Sponsor reserves the right to cancel, suspend and/or modify the Drawing, or any part thereof, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Drawing, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Drawing or to be acting in violation of these Official Rules.

For purposes of awarding the Prize, Sponsor is entitled to rely on information received through the email address account that submitted the winning Entry. In the event of a dispute as to the identity of any Entrant, the authorized account holder of the email address used to enter the Drawing will be deemed to be the Entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential Winner may be required to show proof of being an authorized account holder.

**General Terms and Conditions:** The use of any device or software to automate the entry process is prohibited, and may result in disqualification. Multiple Entrants may not enter using the same email account. Any attempt by any Entrant to obtain more than the permitted number of Entries by multiple or different email accounts, identities, registrations and logins, or any other methods, may void that Entrant's Entries and disqualify such Entrant.

By participating, each Entrant agrees to comply with, and be bound by, these Official Rules and the decisions of Sponsor (including but not limited to eligibility determinations) and waive any right to claim ambiguity in the Drawing or these Official Rules.

**Limitations of Liability:** By entering and/or accepting a Prize, each Entrant and Winner agrees to release, discharge, indemnify and hold harmless Sponsor, and their respective officers, directors, employees, affiliates, representatives, agents and advertising and promotion agencies (collectively, the "Released Parties") from and against any claims, damages, liabilities, or causes of action related in any way to the operation of or participation in the Drawing and any other

claims, damages or liabilities, including without limitation any injuries, damages or losses to any person (including death) or property of any kind resulting, in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of a Prize. By accepting a Prize, each Winner acknowledges that neither the Released Parties nor any of their respective officers, directors, employees, affiliates, representatives and agents, are in any manner responsible or liable for any warranty, representation, guarantee, express or implied, in fact or in law, relative to the Prize, including, but not limited to, a Prize's quality, mechanical condition, or fitness for a particular purpose. Under no circumstances will any Winner be permitted to obtain awards for, and Winner hereby waives all rights to claim punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expense not to exceed two hundred and fifty dollars (\$250), and any and all claims, judgments and awards shall be limited to such actual out-of-pocket costs incurred, excluding attorney's fees and court costs. Under no circumstance shall attorney's fees be awarded and each Entrant waives the right to claim attorney's fees. If for any reason an Entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, Entrant's sole remedy is another Entry in the Drawing, provided it has not yet been conducted.

**Release:** Neither Sponsor, nor their respective officers, directors, employees, affiliates, representatives and agents, are responsible for: (1) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any equipment or programming associated with or utilized in the Drawing; (2) technical failures of any kind including, but not limited to, malfunctions, interruptions, or disconnections in phone lines, Internet access, or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Drawing; (4) technical or human error which may occur in the administration of the Drawing or the processing of Entries; (5) late, lost or undeliverable Entries or other messages; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Drawing or receipt or use or misuse of any Prize; (7) any games that are canceled, suspended, not completed or not played for any reason, in which case Sponsor has no further obligation to the Winner to replace or substitute a Prize.

**Disputes:** Except where prohibited by law, by entering the Drawing, each Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with a Drawing or a Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the state or federal courts located in New York, New York and (2) any and all claims, judgments, and awards shall be limited to such actual out-of-pocket costs incurred, including costs associated with entering the Drawing, excluding attorney's fees or court costs. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of any Entrant and Sponsor in connection with the Drawing, shall be governed by, and construed in accordance with, the laws of New York, New York without giving effect to any choice of law or conflict of law rules that would cause the application of the laws of another jurisdiction.

**Publicity:** Except where prohibited by law, participation in this Drawing constitutes the Winner's consent to Sponsor's use of Winner's name, likeness, biographical data, photograph, voice, opinions and/or hometown and state for advertising and promotional purposes in any

media, worldwide, without further payment or consideration, in perpetuity, without notice or review or approval.

**Drawing Results:** For a list of the Drawing Winners, send a self-addressed, stamped envelope to Winners List – Constellation Green Team Sweepstakes 1310 Point Street, Baltimore, MD 21231. The request for the winners list must be received by January 30, 2023.