

## 2024 Sugar Land Space Cowboys Dugout Seat Ticket Contest 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 CONTEST. VOID WHERE PROHIBITED BY LAW.

Please review the official contest rules and guidelines (“Official Rules”) below to learn more details about the 2024 Space Cowboys Dugout Seat Ticket Contest.

**Summary.** The 2024 Sugar Land Space Cowboys Dugout Seat Ticket Contest (“Contest”) begins on April 10, 2024, and ends at 11:59:59 p.m. Central Time (“CT”) on April 17, 2024 (the “Contest Period”).

**Legal Terms and Conditions.** Participation in the Contest constitutes entrant's full and unconditional agreement to, and acceptance of, these Official Rules.

The Contest is conducted and sponsored by Constellation NewEnergy, Inc. (“Constellation”).

**Sponsor:** Constellation NewEnergy, Inc., P.O. Box 4911, Houston, Texas 77210-4911. Information submitted in connection with the Contest is being provided to Constellation, the Sponsor. Constellation may share your name, e-mail address, and phone number with the Space Cowboys in order to fulfill the delivery of the Prize, defined below. The Space Cowboys do not sponsor, endorse, approve or have any responsibility for this promotion.

**Entry Instructions:** To enter the Contest, entrant will be required to fill out the online form with their name, email address, and phone number or follow the alternative method of entry instructions below. No other method of entry will be accepted. Each person who enters the Contest may only use one email address (an “Entrant”). This Contest is subject to all applicable federal, state and local laws and regulations.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, CONSTELLATION RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

**Dates of Promotion; How to Enter:** Beginning at 12:00 AM CT on April 10, 2024, through 11:59 PM CT on April 17, 2024, visit and complete the entry form at <https://www.constellation.com/campaigns/SpaceCowboysHouston.html> along with the other requested information or follow the alternative method of entry instructions below (“Entry”).

**Eligibility:** This Contest is open to individuals who are at least 18 years of age at the time of entry and a legal resident of the United States to enter or win. Prize includes 6 tickets to the Space Cowboys game at Constellation Field on Saturday April 20, 2024. Certain restrictions apply.

Employees of Constellation and its parent companies, subsidiaries, affiliates, sales representatives, distributors, board members, contractors, consultants of Constellation, along with advertising and promotion agencies and members of their immediate families (spouses, parents, children and siblings)

and those living in the same household as each of the above are not eligible. The Contest is void where prohibited by law.

Limit one Entry per person, per email address during the Contest Period. Any attempt by an Entrant to obtain more than one Entry will void all of such Entrant's Entries, and such Entrant may be disqualified from the Contest. Constellation reserves the right, in its sole discretion, to void any and all Entries of an Entrant who submits more than one Entry by using multiple/different email addresses, tags, identities, registrations and/or logins, or any other methods, or who Sponsor believes has attempted to tamper with, influence or impair the entry process, administration, security, fairness, or proper play of this Contest or is acting in violation of these Official Rules or in a disruptive manner. Use of any automated system to submit Entries is prohibited and will result in disqualification of all such Entries as well as the Entrant. Sponsor may reject any submitted Entry that it determines, in its sole and absolute discretion, fails to meet any of the eligibility requirements. Sponsor is not responsible for lost, late, incorrect, incomplete, invalid, damaged, unintelligible, illegible, or misdirected registrations, which will be disqualified. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Machine or computer-generated Entries will be disqualified.

**Alternative Method of Entry:** To enter without completing the entry form, send an email message with your name, complete street address, city, state, ZIP code, phone number including area code and valid email address to [socialmedia1@constellation.com](mailto:socialmedia1@constellation.com) with "Space Cowboys Contest" in the subject line. The emailed Entry must be received by April 17, 2024, at 11:59 PM CT. One Entry per person, regardless of method. Sponsor is not responsible for misdirected, incomplete, lost or late Entries.

**Winner Selection and Notification:** Winner will be selected randomly by April 18, 2024, from all eligible Entries received during the applicable Contest Period. Odds of winning depend on the number of eligible Entries received during the Contest Period.

Winners will be notified via email and/or phone and will be asked to provide his or her legal name, postal address and email address and verify that he or she is age 18 years or older and meets the other eligibility requirements in order to claim the Prize (as defined below). If the Prize is not claimed within one calendar day of the selection, the Prize may be forfeited. Potential winners shall be required to sign and return an affidavit of eligibility (which may be sent electronically). Sponsor is not responsible for undeliverable Prize notifications due to any change in a potential winner's email address or any other reason. In the event that a potential winner of the Prize is disqualified for any reason, Constellation may award the Prize to an alternate randomly selected winner. Prize will be delivered within approximately two days after receipt of email and postal address from Entrant. Prize is non-transferable, is not redeemable for cash, and no substitution will be made.

Constellation reserves the right to disqualify any Entry that is deemed by Constellation, in the sole and unfettered discretion of Constellation, (i) to infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity, (ii) to contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content, (iii) to promote bigotry, racism, hatred or harm against any group or individual or promote discrimination based on age, disability, gender, nationality, race, religion, or sexual orientation, (iv) to contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where the Entry is created, (v) to be offensive, defamatory, or demeaning or otherwise damaging to Constellation or any

other party's reputation or goodwill or otherwise to be inappropriate for use as contemplated by these Official Rules, or (vi) or to violate any of these Official Rules.

Any Prize notification that is undeliverable by the specified deadline, to Constellation, may result in disqualification from the Contest, and the selection of another Entrant as the winner. Constellation is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify winners.

**NONCOMPLIANCE OR RETURN OF PRIZE NOTIFICATION MAY RESULT IN DISQUALIFICATION AND SELECTION OF AN ALTERNATE POTENTIAL WINNER.**

**Prize:** One prize ("Prize") will be awarded. The Prize includes 6 tickets to the Sugar Land Space Cowboys game at Constellation Field on Saturday, April 20, 2024. The Winner will be notified via email and/or phone and asked to provide a valid name, postal address, phone number and email address to collect the Prize.

The approximate retail value for the Prize is \$180. Third-party names and trademarks associated with the Prize are used solely for the purposes of Prize identification. No endorsement, authorization, sponsorship or approval of the trademark owner is intended or implied by such use.

**General Terms and Conditions:** THE CONTEST IS VOID WHERE PROHIBITED. Each Entrant agrees that the Contest shall be subject to and governed by the laws of the State of Texas, excluding conflict of laws rules. Each Entrant agrees that any and all disputes regarding the Contest or arising out of your use of this Contest website shall be resolved exclusively by a state or federal court in Houston, Texas, and you also agree to submit to the jurisdiction of any such court for the purpose of resolving any such dispute. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with the Contest are hereby excluded and each Entrant expressly waives any such rights.

By entering, Entrants also agree (a) to be bound by these Official Rules and (b) that the decisions of Constellation are final and binding with respect to all matters relating to the Contest.

All federal, state and local taxes, fees and surcharges (whether foreign or domestic, and including income, sales, and import taxes) on Prizes are the sole responsibility of the Prize winner.

Constellation reserves the right to disqualify any Entrant who submits an Entry that is not in accordance with these Official Rules or who tampers with the Entry process. Failure by Constellation to enforce any of its rights at any stage does not constitute a waiver of those rights.

**Right to Cancel or Suspend Contest:** Constellation reserves the right, in its sole discretion, to cancel, terminate, modify, extend, or suspend the Contest should (in its sole discretion) computer virus, bugs, non-authorized human intervention, fraud, or other causes beyond its control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest. Constellation reserves the right, at its sole discretion, to disqualify any individual it determines to be tampering with the Entry process or the operation of the Contest or the Contest website.

**Winner and Official Rules:** A copy of these Official Rules and the winners may be obtained by sending an email request to [socialmedia1@constellation.com](mailto:socialmedia1@constellation.com). Requests for the winners must be received no later than three months following the end of the Contest Period.

**Privacy Policy:** Each Entrant agrees that personal data, including name and address, may be processed, shared, and otherwise used for the purposes and within the context of the Contest and purposes outlined in these Official Rules and as permitted under Constellation's Privacy Policy. See <https://www.constellationenergy.com/privacy-policy.html>