



## Refer-A-Friend Program Terms & Conditions

This Refer-A-Friend Program (“**Program**”) applies to residential electricity or natural gas supply customers of Constellation NewEnergy, Inc. or Constellation NewEnergy-Gas Division, LLC (“Constellation” or “we” or “us” or “our”). **Customers in Connecticut, Illinois and New York are ineligible for participation in this Program.** The prices of Constellation are not regulated by any state Public Utility Commission. Your participation in this Program is subject to these Program Terms & Conditions. It is your responsibility to read and to understand these Terms & Conditions.

### Program Summary

This Program is available to our current residential electricity or gas supply customers that have an active account with us in an eligible state and are current on all payments owed to us (each a “**Referrer**” or “you” or “your”). Constellation will Reward Referrers through issuance of a \$50 gift card (“**Reward**”) for each Qualified Referral (as defined below) or other equivalent consideration as detailed below, up to \$575 per calendar year. This Program cannot be combined with other reward programs or special offers. Void where prohibited.

### Term/Termination

We may terminate your participation in this Program or cancel this Program at any time in our sole discretion, but these Program Terms & Conditions will continue to apply to Qualified Referrals made prior to such termination or cancellation, unless your participation is terminated because of a violation of these Program Terms & Conditions or because change in law or change in interpretation of law renders the Program or your participation in the Program unlawful. Failure to comply with any of these Program Terms & Conditions or any fraud or abuse relating to the accrual of Rewards under the Program by you or anyone acting on your behalf may result in the immediate termination of your membership in the Program, cancellation of your Program account and/or forfeiture of any outstanding Program Rewards. In the event of any fraud, misconduct, or suspected fraud or misconduct by you or anyone acting on your behalf or under your password, Constellation reserves the right to suspend or terminate accounts or decline to issue some or all of the Rewards obtained through the Program if we notice any activity that we believe may be abusive, fraudulent, or in violation of these Terms & Conditions. We reserve the right to review and investigate all referral activities and to suspend or modify access to your account indefinitely in our sole discretion pending investigation.

### Qualified Referrals

A “**Qualified Referral**” is any residential customer located in a state where we provide residential electricity or gas supply that (i) is not currently enrolled or under contract with Constellation or otherwise supplied by us, (ii) satisfies our enrollment requirements, (iii) successfully enrolls with us for residential electricity or natural gas supply for at least a 12-month fixed rate in an area that we serve, (iv) provides a valid Referral

Code upon enrollment; and (v) has made payment in full of any bills due to Constellation. Each Qualified Referral may only be credited to a single Referrer. By participating in this Program, you agree that we will make the final determination whether anyone you refer to us meets all requirements to be considered a Qualified Referral.

### **Rewards**

Constellation will reward Referrers through issuance of a gift card in the amount of \$50 delivered by email for each Qualified Referral, up to \$575 per calendar year, once the referred friend becomes a new customer and meets the Reward qualifications stated above. The Reward will be delivered via email. Please allow 2-4 weeks for processing following the referred friend's enrollment. You will have no right to any credit or unfulfilled referral Reward that remains outstanding at the time your supply contract with Constellation terminates.

Cards are issued by Virtual Rewards Center and will be sent via email from [reward@virtualrewardcenter.com](mailto:reward@virtualrewardcenter.com). Valid email address required for receipt of gift card. Gift cards will not have cash access. For any questions about your gift card, call our customer care team at 1-877-997- 9995. The listed merchants are in no way affiliated with Constellation nor are the listed merchants to be considered sponsors or co-sponsors of this Program. Use of merchant names and/or logos is by the permission of each respective merchant and all trademarks are the property of their respective owners. Terms and conditions are applied to gift cards. Please see the merchant gift card for additional terms and conditions, which are subject to change at merchant's sole discretion. Constellation will share your name and email address with Virtual Reward Center for Reward fulfillment only. Reward link expires in 3 months.

The maximum cash or cash equivalent amount that you may earn through this Program and other promotions offered by us is \$575 per calendar year.

### **Changes**

We reserve the right at any time and in our sole discretion to cease to proceed with all or any part of this Program or to alter, change, modify or assign the terms or content of this Program. If any of the Program Terms & Conditions are changed or amended in any way, we will promptly publish such variation or amendment on our website at [home.constellation.com](http://home.constellation.com). It is your responsibility to check the Terms & Conditions page of the Program website regularly to determine whether these Terms & Conditions have been modified. If you do not agree to any modification of these Terms & Conditions, you must immediately cease participation in the Program. You agree that your continued participation in the Program after any change shall be deemed to be your acceptance of the Program change.

All previous Program offers will no longer be valid with respect to any Qualified Referrals made after the date of such change. Referral Rewards or other payment amounts are subject to change at any time, and such changes will apply to Qualified Referrals made after the date of such change. Additional restrictions may apply.

### **Confidentiality**

In connection with your participation in this Program, you may receive confidential and proprietary information from us, including sensitive customer data, which you agree to keep confidential and not to disclose to any third party except as necessary in connection with your participation in this Program. You also hereby authorize us to release any such information regarding your account to someone referred by

you as necessary to enroll such potential customers with us. It is your responsibility to keep the access codes we provided for your account confidential. Constellation and its affiliates will not sell your email address or any email address you provide for your friends (referrals) to any other party.

### **Referral Communications; Guidelines on Endorsements and Testimonials**

We are providing you with tools to share your referral code and link with your friends and family, as well as suggested language to use when making such referrals. You are not authorized to make any other marketing claims, including claims of savings or the nature of Constellation's service, as part of this Program. Any communications that you do make in connection with referrals must be honest and accurate. As part of your participation in the Program, you understand and agree that you are responsible for making truthful and accurate statements in connection with any referrals and can be held liable for any false or misleading statements you make. You must disclose in any referral communication the fact that you are a Constellation customer, and that you may receive a \$50 Reward for any successful referral.

Any emails that you send under the Program must comply with federal CAN-SPAM Act requirements. The CAN-SPAM Act establishes requirements for commercial email messages, gives recipients the right to stop receiving those emails, and spells out tough penalties for violations. The tools we have provided to allow you to share your referral code or link include the information required under the CAN-SPAM Act and allow us to honor recipient opt-out requests as required by the CAN-SPAM Act. You understand and agree that you are not permitted under the Program to send out emails or share your code or link through other social media other than through the tools provided by us.

You are solely responsible for complying with the requirements of this section, and we will not be responsible for your failure to do so. Failure to comply with these requirements will result in immediate termination of your Program participation and forfeiture of any remaining Program credits or Rewards. In addition, you will be responsible for any resulting damages.

### **Independent Contractor Relationship**

You acknowledge and agree that nothing herein authorizes you to act on our behalf nor on behalf of our parents and affiliates and that nothing herein shall be construed to constitute or imply a joint venture, employer-employee relationship, partnership or association between you and us, our parents or affiliates, or their respective affiliates. You acknowledge that you enrolled in this Program at your own risk and as an independent contractor. You are not authorized to make any marketing claims, including claims of savings or the nature of Constellation service, as part of this Program.

### **Indemnification**

By participating in this Program, you agree to indemnify and hold harmless Constellation and our parents and affiliates from and against any and all damages, costs, expenses, claims or liabilities of any kind, including third party claims, whether pending or threatened, including without limitation, reasonable attorneys' fees and court costs, incurred by any of us or them arising out of or related to your participation in this Program or breach of these Program Terms & Conditions.

### **Warranty Disclaimers; Limitation of Liability**

YOU EXPRESSLY AGREE THAT YOUR PARTICIPATION IN THE PROGRAM IS AT YOUR OWN RISK. THE PROGRAM IS MADE AVAILABLE TO YOU ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS

OR IMPLIED. NEITHER CONSTELLATION NOR ANY OF ITS AFFILIATES, THROUGH THESE PROGRAM TERMS & CONDITIONS, MAKES ANY WARRANTY REGARDING THE PROGRAM, AND WE EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CONSTELLATION OR ITS AFFILIATES BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, REVENUE, USE, OR DATA AS A RESULT OF CLAIMS, WHETHER BROUGHT IN CONTRACT OR TORT, ARISING OUT OF OR CONNECTED WITH THESE PROGRAM TERMS & CONDITIONS OR THIS PROGRAM, EVEN IF CONSTELLATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Acceptance and Jurisdiction; Dispute Resolution**

By participating in the Program, you agree that you have read, understand, and will abide, and be bound, by these Program Terms & Conditions. These Program Terms & Conditions shall be governed in all respects in accordance with the laws of the State of Maryland without regard to the conflict or choice of law rules thereof. In the event of any dispute between you and Constellation regarding the Program, the dispute resolution provisions of your energy supply agreement with Constellation will apply, including but not limited to any arbitration clause and any class action and jury trial waiver.

**General**

You may not assign the right to participate in this Program to any other party. We may assign these Program Terms & Conditions or assign or delegate any of our rights or responsibilities hereunder to independent contractors or other third parties. We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and executed by our authorized representative. No delay or omission by us in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. These Terms & Conditions constitute the entire agreement with respect to your participation in the Program.