Solar Twitter Scavenger Hunt 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.

Dates of Promotion; How to Enter: Beginning at 1pm Central Time (“CT”) on Wednesday, July 20, 2016 through 1pm CT on Thursday, July 21, 2016 (the “Entry Period”), you will receive one (1) entry in the Solar Twitter Scavenger Hunt Contest (the “Contest”) by including an @reply to the Official Twitter Account @ConstellationEG with the correct answer and #contest on Twitter. No other method of entry will be accepted. Limit one (1) entry per person, per email address and per Twitter account per day (an “Entrant”). Additional entries beyond the specified limit will be void. This Contest is subject to all applicable federal, state and local laws and regulations.

Twitter: To enter the Contest via Twitter, you must have a valid, public (i.e. not "protected") Twitter account and follow the Official Twitter Account @ConstellationEG. If you do not have a Twitter account, visit www.twitter.com and register in accordance with the enrolment instructions for a free Twitter account. Do not create or use multiple Twitter accounts to enter the Contest and do not post duplicate tweets. All information submitted via Twitter must be submitted pursuant to and is subject to (a) the Content Restrictions (as set forth in the Content Restrictions section below), and (b) Twitter.com's Terms of Service accessible at: https://twitter.com/tos and Privacy Policy accessible at: https://twitter.com/privacy. Official Twitter Account or to submit your entry within the applicable Entry Period or in compliance with the Content Restrictions or otherwise with these Official Rules may result in disqualification. The time of receipt of any valid Twitter entry shall be the time such valid entry becomes available to Sponsor on Twitter.com. Sponsor's computer shall be the official clock of each Contest.

Eligibility: Must be at least eighteen (18) years of age at the time of entry and a legal resident of the United States to enter or win. Employees of Constellation NewEnergy, Inc. and each of their respective parent companies, subsidiaries, affiliates, sales representatives, distributors, 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.


Prize: Entries must be submitted during the chat between 1pm CT and 2pm CT on Wednesday, July 20, 2016. $25 gift cards (of the winner’s choice out of 150 options) will be awarded for the first correct answer to each Scavenger Hunt question. $50 gift cards will also be awarded at the end of the Scavenger Hunt for the tweet with the most “likes”, the tweet with the most “retweets”, and the participant with the most correct answers. (If there are multiple people with
the same amount of correct answers, the person who tweeted the correct answer first the most often wins the prize).

Winners will be notified via Twitter and asked to provide a valid email address to redeem their prize.

Cards are issued by Virtual Reward Center. 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/certificates. Please see the merchant Gift card/Gift certificate 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.

**Winner Notification:** During the Scavenger Hunt, each potential Winner of the individual questions, as well as the post Scavenger Hunt winners, will be notified via Twitter and will be asked to provide his or her legal name and email 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. If the Prize is not claimed within seven (7) calendar days of the Scavenger Hunt, the Prize may be forfeited. 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 Winner by the next Twitter user who tweeted the correct answer. Prize will be delivered approximately five (5) days after receipt of email from Twitter User. Prize is non-transferable, is not redeemable for cash, and no substitution will be made.

Sponsor reserves the right to cancel, suspend and/or modify the Contest, 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 Contest, 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 Contest 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 or Twitter 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 or Twitter account used to enter the Contest 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.

**Content Restrictions:** Entrants must not include any of the following content (the "Content
Restrictions”) in any entry: (a) pornography, adult-oriented content or any other sexually-explicit material; (b) materials relating to lotteries or gambling; (c) explicit language or content, images of violence, or promotion of illegal activities; (d) content in violation of intellectual property rights or laws; (e) libelous, defamatory, disparaging, tortious or slanderous materials; (f) content that denigrates, disparages or reflects negatively on the Sponsor, Twitter, their owners and employees; (g) gambling, adult entertainment, tobacco, alcohol or illicit drugs; (h) dangerous stunts; (i) real weapons of any kind including, but not limited to, guns, knives or projectiles; (j) material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any other basis protected by federal, state, territory, provincial or local law, ordinance, or regulation; (k) individuals under legal age of majority without providing a signed release from parent or legal guardian; (l) audio and/or visual content owned by any third party (e.g., recorded music; pre-produced video, etc.); and (m) material that is unlawful, or otherwise in violation of or contrary to the laws or regulations in any state/territory/province where the entry is created. Any entry that does not comply with the foregoing, in the sole discretion of Sponsor, will be disqualified.

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. Entrants may not create or use multiple Twitter accounts to enter the Sweepstakes and may not post duplicate tweets. 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 Contest or these Official Rules.

Limitations of Liability: By entering or accepting the Prize, each Entrant and Winner agrees to release, discharge, indemnify and hold harmless Sponsor, Twitter and each of 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 Contest 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 the Prize. By accepting the Prize, 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, the 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 Contest, provided it has not yet been conducted.

**Release:** Neither the Released Parties 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 Contest; (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 Contest; (4) technical or human error which may occur in the administration of the Contest 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 Contest or receipt or use or misuse of any Prize.

**Disputes:** Except where prohibited by law, by entering the Contest, each Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with the Contest or the 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; (2) under no circumstances will any Entrant be permitted to obtain awards for, and each Entrant hereby waives all rights to claim punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses not to exceed two hundred and fifty dollars ($250); and (3) any and all claims, judgments, and awards shall be limited to such actual out-of-pocket costs incurred, including costs associated with entering the Contest, 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 Contest, 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 that would cause the application of the laws of another jurisdiction.

**Publicity:** Except where prohibited by law, participation in this Contest constitutes the Winner’s consent to Sponsor’s and its agents’ 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.

**Contest Results:** For a list of the Winners, please check back to the Constellation blog for a post recap of the Scavenger Hunt within 7 days of the Twitter event.