#### GoodCharlie Free Electricity for a Year Sweepstakes Q2 ("Sweepstakes")

### **OFFICIAL RULES**

NO PURCHASE IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. THE SWEEPSTAKES IS OPEN ONLY TO PERSONS 18 YEARS OF AGE OR OLDER WHO ARE LEGAL U.S. RESIDENTS CURRENTLY WITH AN ELECTRIC METER OPEN FOR CONSUMER CHOICE IN THE STATE OF TEXAS. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

#### Sweepstakes Period:

Sweepstakes begins at 12:00 AM CDT on April 1, 2023 and ends at 11:59 PM CDT on June 30, 2023 the "Sweepstakes Period"). All entries are the property of GoodCharlie and will not be returned. GoodCharlie shall keep the official time of the Sweepstakes. There will be one (1) entry period, with one (1) prize awarded. Entry in the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and all related decisions of GoodCharlie, which shall be final and legally binding in all respects.

#### How to Enter:

Read these Official Rules. Enter by filling out the sweepstakes online entry form no later than 11:59 PM CDT on June 30, 2023. Only one entry per eligible household is allowed.

## **Bonus Entry:**

Any official Sweepstakes Entrant who is also an existing, verified GoodCharlie energy customer, or who enrolls, becomes, and maintains being a verified GoodCharlie energy customer during the Sweepstakes Period, shall be awarded one (1) Bonus Entry.

As an alternative method of bonus entry (AMOE), non-customers may receive one (1) Bonus Entry without being a verified GoodCharlie energy customer by mailing a postcard (the Mail-in Bonus Entry), including their name, complete address, email address, phone number, date of birth, and current energy contract end date, if applicable, to GoodCharlie, P.O. Box 570907, Houston, TX 77257. The Mail-in Bonus Entry must be received by the final date of the Sweepstakes Period.

There is a limit of one (1) Bonus Entry per person, regardless of the method of receiving a Bonus Entry. Entry, Bonus Entry, and Mail-In Bonus Entry are collectively referred to herein as "Entry" or "Entries." All methods of entry have an equal chance of winning. All entries become the property of GoodCharlie and will not be acknowledged or returned.

#### Winner Selection:

The winner will be chosen by random drawing and announced on July 5, 2023 on Instagram Live through GoodCharlie's account (@mygoodcharlie).

#### Prize:

The grand prize winner of the random drawing will receive free electricity from GoodCharlie up to \$2,500.00, or the winner's total energy charges 365 days after initial enrollment, whichever is less. The aggregate retail value of the grand prize is \$2,500.00. Winner must switch their meter to be serviced by GoodCharlie within 30 days after notification of win.

Prize is awarded "AS IS" and without guaranty, representation, or warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). GoodCharlie is not responsible for any costs of switching electricity services to GoodCharlie and/or the inability of the winner to accept or utilize any Prize. GoodCharlie reserves the right to substitute a prize of equal or greater value for any reason.

#### **Eligibility:**

To be eligible to receive any Prize, entrants must meet the eligibility requirements at time the Prize is awarded. All entrants must continue to be a GoodCharlie customer until Prize credits are fully applied, or otherwise forfeit the Prize. The date and time tracked by the Company shall be conclusive evidence of the date and time that any applicant enrollment is submitted. Any dispute regarding the timing of a submission of an application shall be determined by and in the sole discretion of GoodCharlie. Prize winner for the Sweepstakes Drawing will receive credit applied directly to their account. Prize is not transferable, and no cash will exchange. Electricity will be billed at the then current rates posted for the 12-month GoodCharlie rate, at the time of drawing. Winner is not obligated to remain a GoodCharlie customer after receipt and execution of the Prize and may close their account at any time as may be provided in any contractual relationship with GoodCharlie. If the residential service account covered by the prize credit is terminated, closed, switched, or cancelled for any reason other than a move to another residential account in the GoodCharlie service territory, the remaining unused balance of the Prize credit will be forfeited. At the end of 365 days of service, any unused portion of the value will be forfeited. In the event of a move within the GoodCharlie service territory, Prize credit may be transferred to a new account in winner's name upon a 14 days' notice to GoodCharlie. All federal, state, local or other taxes arising from participation in the Sweepstakes or award of the Prize including, without limitation, income taxes are the sole responsibility of the Prize winner. Winner of this Sweepstakes is advised to seek independent tax advice regarding the tax implications of accepting one of the prizes awarded hereunder. GoodCharlie will not award the grand prize without winner first submitting a fully and legibly completed and accurate IRS W-9 form, and the winner of the grand prize be issued an IRS 1099 MISC form in the amount of the retail value of such prize. Employees of GoodCharlie and its respective parents, divisions, affiliates, subsidiaries, promotional or marketing agencies, and their immediate family members (parent, child, sibling, and spouse) and persons living in the same households of each such employee (whether related or not) are not eligible. Void where prohibited by law.

The odds of winning a Prize depend upon the total number of Entries received during the promotion period. These Official Rules shall govern this Sweepstakes and shall be binding and enforceable with regard to all entrants. Only one prize will be awarded per winning entrant.

**Privacy:** 

Your participation in this Sweepstakes constitutes your consent for GoodCharlie to use your personal information only for the purpose of administering the Sweepstakes and awarding the Prizes, as well as opts you to receive e-mail communications from GoodCharlie.

By accepting a Prize, except where legally prohibited, you grant permission for GoodCharlie and its designees to use your name, address (city and state), photograph, voice and/or other likeness and Prize information for advertising, trade and promotional purposes relating to this Sweepstakes, without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval.

By entering, entrants agree to be bound to the decisions of the GoodCharlie, which will be final and binding in all respects. Potential winners will be required to sign and return an Affidavit of Eligibility, Address Confirmation and a Publicity/Liability Release by the return date specified in the prize notification letter, or he or she will forfeit his or her respective Prize. All Prizes will be delivered after verification of eligibility within 30 business days. Failure to sign and return the required documentation within the specified time in the prize notification letter, or to comply with any terms or condition of these Official Rules, may result in potential winner's disqualification, forfeiture of his or her interest in the Prize, and the award of the Prize to an alternate potential winner. Potential winners may waive their rights to receive Prizes. No Prize transfers, substitutions, assignment, exchange or cash redemptions or cash equivalents are permitted except at the sole discretion of GoodCharlie. In the event of such a forfeiture, or if a potential winner is unreachable, the prize notification letter is returned as undeliverable, or if a potential winner declines acceptance of the Prize, the GoodCharlie has a right to randomly draw for an alternate potential winner in a random drawing among the remaining eligible entries.

#### General:

By entering, entrants release and hold harmless GoodCharlie and Administrator and their parents, subsidiaries, affiliates, directors, officers, employees, and agents from all and any injury, damage, loss, expense, accident, delay, inconvenience, or irregularity arising out of or relating to this Sweepstakes and the Prize won, even if caused by the negligence of GoodCharlie. GoodCharlie is not responsible for printing or typographical errors in any Sweepstakes-related materials; for lost, stolen, late, misdirected, damaged, incomplete, illegible, or postage-due mail, or for transactions that are lost or fail to enter the processing system, are processed, reported, or transmitted late, or are lost for any reason including computer, telephone, paper, or any other malfunction including human error. Proof of submission does not constitute proof of receipt of entry.

## Software:

If for any reason the system software portion of the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of GoodCharlie or its affiliates that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, GoodCharlie, at its sole discretion, reserves the right to cancel, terminate, modify, or suspend the Sweepstakes. GoodCharlie has the right to disqualify any individual who tampers with the entry process. If the Sweepstakes is canceled for any reason before completion of the promotion period, all entries received up to the point of termination will be included in a random drawing to award the Prize. GoodCharlie assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission,

communications-line failure, theft or destruction, or unauthorized access to or alteration of entries. GoodCharlie is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment or software, or for the failure of any automatic entry to be received by GoodCharlie on account of technical problems or traffic congestion on the system, or any combination thereof - including any injury or damage to entrant's or any other person's computer related to or resulting from participation or downloading any materials in this Sweepstakes. GoodCharlie in its sole discretion, reserves the right to cancel, terminate, modify, or suspend the Sweepstakes.

ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, GOODCHARLIE RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) TO THE FULLEST EXTENT OF THE LAW.

## Governing Law:

The Sweepstakes and the official rules shall be governed according to the laws of Texas, without regard to principles of conflicts of laws. All claims, actions or suits must be brought in a court of competent jurisdiction in Harris County, Houston, Texas.

#### Force Majeure:

The failure of GoodCharlie and Sweepstakes Administrator to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, pandemics, epidemics, actions of governmental authorities — outside of the control of GoodCharlie (excepting compliance with applicable codes and regulations) — or other force majeure event will not be considered a breach of these Official Rules.