New Jersey Natural Gas 2024 Conserve to Preserve®
Don't Hog Energy! Energy Fable Video Contest
OFFICIAL RULES

Please read the Official Rules and Regulations ("Official Rules") of the New Jersey Natural Gas "NJNG") 2024 Conserve to Preserve® Don't Hog Energy! Energy Fable Video Contest (hereinafter, the "Contest"). You must agree to accept and comply with the Official Rules to participate in the Contest.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE OR IMPROVE YOUR CHANCE OF WINNING.

1. **CONTEST DESCRIPTION:** This is a skill-based Contest. The Contest begins on MONDAY, MAY 6, 2024 at 12:00:01 A.M. Eastern Time and ends on FRIDAY, NOVEMBER 15, 2024 at 11:59:59 P.M. Eastern Time ("Contest Period"). The object of this Contest is to create *The Efficient Fable of the Big Bad Energy Hog* story in an educational children's video as a tool to help students (Kindergarten – second grade) learn about energy efficiency.

2. **ELIGIBILITY:** The Contest is open only to legal residents of the State of New Jersey who are at least eighteen years of age at time of entry ("Entrant"). Employees, directors and officers and their immediate families (spouses and siblings, parents and children and their spouses) and household members of NJNG and its parent company, subsidiaries and affiliates, the Alliance to Save Energy ("ASE"), and companies involved in the implementation and execution of the Contest (collectively the "Contest Entities") are not eligible to be the Entrant in this Contest. The Contest is void outside of New Jersey and where prohibited. The Contest may only be entered in or from the state of New Jersey, and entries originating from any other jurisdiction are not eligible for entry. All federal, state and local laws and regulations apply.

3. **SPONSOR:** New Jersey Natural Gas, 1415 Wyckoff Road, P.O. Box 1464, Wall, NJ 07719 (the "Sponsor")

4. **AGREEMENT TO THE OFFICIAL RULES:** By participating in the Contest, each Entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Contest. Winning any prize is contingent upon fulfilling all requirements set forth herein.

5. **HOW TO ENTER:** To enter the Contest, Entrant must meet each of the following requirements:

   a) Entrant must register via the registration form on njng.com.
   b) Produce an engaging educational video to teach young students (Kindergarten through second grade) about energy efficiency based on the story.
   c) Video is between four (4) minutes to nine (9) minutes in length.
   d) Upload and submit video, in an .mp4 format, to the Sponsor's Box Account. Sponsor will not accept videos by email or as a YouTube link.
   e) Video must be Entrant's original work.
   f) Video must be in an animated format (e.g., cartoons, motion graphics, stop motion, flipbook animation, claymation, traditional animation, 2D or 3D animation, or whiteboard animation). Video may not feature live actors.
   g) Entrant must include a closing or end credit identifying their first and last name of Entrant, which identifies Entrant's creative works to viewers, students, and educators.

   The video submission must not contain any personally identifiable information other than a first name and last name as set forth above.

   Entrant must also provide the following information when registering:
   a. Name, address, phone number, and email address.

   All entry information and video shall be collectively referred to herein as an "Entry." Entries must comply with the Guidelines and Restrictions defined below.

   Providing an Entry constitutes Entrant's consent to grant Sponsor and ASE a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Entry in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including but not limited to on any and all Internet media, including ASE's or Sponsor's web sites and social media sites (i.e., Facebook, Threads, YouTube, X, Instagram, Linked In, etc.), for any legal purpose whatsoever.

   Limit one (1) Entry per person. Entrants are not permitted to submit an Entry more than once during the Contest Period. Duplicate Entries by the same individual will be subject to disqualification. Multiple entrants are not permitted to share the same email account. Any attempt by any Entrant to obtain more than the stated number of Entries by using multiple/different email accounts, identities, registrations and logins, or any other methods will void that Entrant's Entries and that Entrant may be disqualified.

   By submitting an Entry, Entrant represents and warrants that (a) the Entry is original to Entrant; (b) neither Entry nor its contents infringe upon or violate the rights of any third party, including any copyrights, trademarks, rights of privacy, publicity or other intellectual property; and (c) any third parties included in the Entry have given entrant appropriate consent to be included in the Entry in accordance with these Official Rules. By submitting an Entry, Entrant represents and warrants that

Entrant consents to the submission and use of the Entry in the Contest and to its use as otherwise set forth herein. Sponsor and/or ASE reserve the right to request releases from any third parties included in any Entries at any time. Failure to produce third party releases upon Sponsor or ASE's request may result in disqualification, as determined by Sponsor in its sole and absolute discretion.

By submitting an Entry, Entrant acknowledges and agrees that Sponsor may receive other Entries under this Contest that may be similar or identical to the Entry submitted by Entrant, and Entrant waives any and all claims Entrant may have had, may have, and/or may have in the future, in connection with any other Entry reviewed and/or used by Sponsor or ASE that may be identical or similar Entry and Entrant understands that Entrant will not be entitled to any compensation because of Sponsor or ASE's use of such other similar or identical material.

Entries become the property of the Sponsor and will not be acknowledged or returned. No automated entry devices and/or programs permitted. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Proof of submission will not be deemed to be proof of receipt by Sponsor. If you choose to enter using your mobile device, standard data fees may apply. You should consult your wireless service provider's pricing plan for details. You agree to incur any and all charges demanded by your wireless carrier. You should also check your device's features for capabilities and check the device manual for specific use instructions.

Entry Guidelines and Restrictions: Entries must not: (i) contain any material using the name, likeness, image, photograph or other identifying elements of any person, other than you, without the prior permission of such person; (ii) contain any trademark, logo or copyrighted material (including, but not limited to, company names, music, photographs or works of art) unless such material is owned solely by you or used with written permission of such material's owner; (iii) contain content that is sexually explicit, pornographic, offensive, illegal, hateful or obscene, or that promotes violence or harm to anyone or anything (including, but not limited to, pushing, shoving, and horseplay); (iv) defame, misrepresent, slander, libel or contain disparaging remarks about any other person or entity; or (v) contain content that promotes bigotry, racism, hatred against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.

By entering the Contest, each Entrant agrees that Entrant's Entry conforms to the Guidelines and Restrictions as set forth above (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may remove any Entry and disqualify an Entrant from the Contest if it believes, in its sole discretion, that the Entrant's Entry fails to conform to these Guidelines and Restrictions.

6. **WINNER SELECTION:** On or about December 20, 2024, the judging panel, selected by Sponsor, will score each Entry up to the maximum points allowed. Judging will be based on the following criteria:

    25% Content (Age appropriate/educational)
    25% Interpretation (Accurately follows the story)
    25% Creativity
    25% Overall presentation (e.g., neatness, clarity, conciseness)

    The decisions of these judges are final and binding.

7. **PRIZE**: One winner will receive: $10,000

    Total approximate retail value of all prizes: $10,000. Prize is non-transferable. No substitutions or cash redemptions. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. All taxes and unspecified expenses are the responsibility of winners. Limit one (1) prize per person.

8. **NOTIFICATION**: Potential Entrant winners will be notified on or about January 24, 2025. Potential Entrant winner will be notified via email by Sponsor to the email address provided to Sponsor upon entry. Potential Entrant winner will be required to respond to Sponsor within five (5) calendar days of notification. Potential winner will be required to respond to Sponsor within five (5) calendar days of notification in order to claim his or her prize. Potential winners (or in the case of a minor, the minor's parent or legal guardian) may be required to sign and return, where legal, an Affidavit or Declaration of Eligibility and Liability/Publicity Release ("Affidavit/Release") within **five (5)** calendar days of prize notification. If any potential winner cannot be contacted within **five (5)** calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, if any potential winner rejects his/her prize or in the event of noncompliance with these Contest rules and requirements, such prize will be forfeited and an alternate winner will be selected from all remaining eligible entries (time-permitting). Upon prize forfeiture, no compensation will be given.

9. **GENERAL PRIZE RESTRICTIONS:** Participation in Contest and acceptance of prize constitutes each winner's permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information, and/or any statements made by each winner regarding the Contest or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. All federal, state and local taxes are the sole responsibility of the winners. The prize winner will be responsible for all taxes (including but not limited to federal, state, local and/or income) on the prize. Sponsor will file an IRS Form 1099 with the Internal Revenue Service if the retail value of the prize is $600.00 or greater. If a prize winner refuses to provide his/her Social Security number (or, as applicable, its Federal Employer Identification Number) or to complete the W-9 Form for a prize worth $600.00 or greater, the prize winner will be disqualified and an alternate winner will be selected in accordance with these Official Rules. A prize winner who refuses to provide a Social Security number

or Federal Employer Identification Number for a prize worth $600.00 or more will have no right to an alternate prize worth less than $600.00 in lieu of providing the applicable Social Security number or Federal Employer Identification Number for the original prize.

10. **GENERAL CONDITIONS / RELEASE:** By participating, Entrant agrees to (a) release Contest Entities, ASE, their advertising and promotions agencies and their respective directors, officers, agents and employees (collectively, "Released Entities") from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Contest, or possession, acceptance and/or use or misuse of prize or participation in any Contest-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Entrants acknowledge that the Released Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to the prize. The Released Entities are not responsible for incorrect or inaccurate transcription of Entry information, or for any human or other error, technical malfunctions, lost/delayed data or voice transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or Website or to complete a telephone call or facsimile transaction, or any other error or malfunction or late, lost or misdirected mail, or any injury or damage to participant's or any other person's computer related to or resulting from participation in this Contest. Sponsor is not responsible if Contest cannot take place or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, pandemics, epidemics, weather or acts of terrorism. Entrants who do not comply with these Official Rules, or attempt to interfere with this Contest in any way shall be disqualified. There is no purchase or sales presentation required to participate. A purchase does not increase odds of winning. Sponsor may prohibit an entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE, TAMPER WITH THE ENTRY PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW. Failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason the Contest is not capable of being executed as planned, or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of Entrants, technical failures, pandemics, epidemics, or any other causes which in the opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right at its sole discretion to disqualify any suspect Entry or Entrant and/or to cancel, terminate, modify, suspend the Contest, or not chose a winner. In the event of any

cancellation, termination, suspension or a decision to not choose a winner, notice thereof will be posted at www.njng.com. If the Sponsor decides to reconvene the Contest after a suspension, the determination of the prizewinner will be made from among all eligible, non-suspect Entries received as of the date of the suspension, as Sponsor determines in its sole discretion. Entries not complying with all rules are subject to disqualification.

In the event of a dispute, the authorized account holder of the email address used to enter 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. The potential winner may be required to show proof of being the authorized account holder.

11. **Limitation of Liability; Disclaimer of Warranties.** IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF ANY SITE ASSOCIATED WITH THIS CONTEST, OR FROM DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE CONTEST. WITHOUT LIMITING THE FOREGOING, THIS CONTEST AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

12. **DISPUTES:** Entrant agrees that (a) any and all disputes, claims and causes of action arising out of, or connected with, the Contest, any prize awarded, or use of the video shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of New Jersey; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees; and (c) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to, claim punitive, incidental and consequential damages and any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without giving effect to

any choice of law or conflict of law rules (whether of New Jersey or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than those of the State of New Jersey.

13. **Use of Data.** Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at https://www.njng.com/privacy/index.aspx**.** By participating in the Contest, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

14. **WINNER/RULES:** For the name of the Contest winners and/or a copy of these Official Rules, mail a stamped, self-addressed envelope to: NJNG's Don't Hog Energy! Video Contest 1415 Wyckoff Road, P.O. Box 1464, Wall, NJ 07719. Requests must be received by April 30, 2025.