



NEW JERSEY NATURAL GAS OCEAN FUN DAYS ENERGY SCAVENGER HUNT 2020 OFFICIAL RULES

Please read the Official Rules and Regulations (“Official Rules”) of the New Jersey Natural Gas (NJNG) Ocean Fun Days Energy Scavenger Hunt 2020 Sweepstakes (“Sweepstakes”). You must agree to accept and comply with the Official Rules to participate in the Sweepstakes.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE OR IMPROVE YOUR CHANCE OF WINNING. THE ODDS OF WINNING DEPEND UPON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED DURING THE PROMOTION PERIOD. THIS SWEEPSTAKES IS GOVERNED EXCLUSIVELY BY THE LAWS OF THE UNITED STATES.

PROMOTION DESCRIPTION: The Sweepstakes begins at 12:00:00 a.m. Eastern Time on Saturday, October 10, 2020 and ends at 11:59:59 p.m. Eastern Time on Monday, October 26, 2020 (“Sweepstakes Period”).

ELIGIBILITY: The Sweepstakes is open only legal residents of the State of New Jersey (each an “Entrant”), who are at least 18 years of age and whose child or ward (collectively, “Child”) is no older than sixteen years of age. Entrants must be the parent or guardian of a Child who is no older than 16 years of age to participate in this Sweepstakes. 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 and companies involved in the implementation and execution of the Sweepstakes (collectively the “Sweepstakes Entities”) are not eligible. Sweepstakes may only be entered in or from the State of New Jersey, and entries originating from any other jurisdiction are not eligible for entry. The Sweepstakes is void outside the state of New Jersey and where prohibited.

SPONSOR: New Jersey Natural Gas Company, 1415 Wyckoff Road, P.O. Box 1464, Wall, NJ 07719 (the “Sponsor” or “NJNG”).

AGREEMENT TO THE OFFICIAL RULES: By participating in the Sweepstakes, 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 Sweepstakes. Winning any prize is contingent upon fulfilling all requirements set forth herein.

HOW TO ENTER THE SWEEPSTAKES: To enter the Sweepstakes:

- Read these Official Rules,
- Go to the Ocean Fun Days Scavenger Hunt webpage, located at www.oceanfundays.org (“Site”);
- Hunt for energy savings with your Child by writing down the secret word(s) at the end of each exhibitor’s video (each a “Scavenger Hunt video”) (FYI - Scavenger Hunt videos will be marked with a turtle);
- Arrange the secret words to form the Secret Ocean Fun Days message (“Secret Message”); and
- Submit the Secret Message with a fully-completed entry form, including (i) your Child’s first name; (ii) your Child’s age; (iii) your full name; and (iv) your email address (collectively, “Entry”).

While parents/guardians may participate in the Scavenger Hunt with their Child, all Entries must be submitted by a parent or guardian. A direct link for the online entry form can be found on the Scavenger Hunt page on the Ocean Fun Days webpage, [here](#), or directly at [this link](#). Use the sweepstakes link to complete the entry profile and survey question(s) as directed to submit your entry. All entrants must have a valid email address.

Limit one (1) Entry per person/per email address. No automated entry devices and/or programs permitted.

In the event more than one (1) Entry is received from any one email address, the first Entry processed will be considered the only valid Entry received from the Entrant for the Sweepstakes Period. The potential winner may be required to show proof of being the authorized email address owner. No mechanical reproductions permitted. Sponsor is not liable for lost, late, misdirected, or corrupted Entries whether due to a technical error or otherwise. Entries become the property of Sponsor and will not be acknowledged or returned. Proof of submission will not be deemed to be proof of receipt by Sponsor.

SWEEPSTAKES WINNER SELECTION: Seventeen (17) Sweepstakes Prize Winners will be selected in a random drawing within a week of close of the Sweepstakes Period. The winner does not need to decode the secret message correctly to win. Drawing will be conducted by Sponsor at the Sponsor address and winners will be contacted via email. Potential winners may be required to sign and return, where legal, an Affidavit or Declaration of Eligibility and Liability/Publicity Release within five (5) days of prize notification. If a prize is refused, a prize notification is returned or deemed undeliverable, or the potential winner is disqualified for any reason, or in the event of noncompliance with these Sweepstakes rules and requirements, such prize will be forfeited and an alternate winner will be selected via a random drawing. Upon prize forfeiture, no compensation will be given.

Except where prohibited by law, acceptance of the prize constitutes permission for Sponsor to use winner’s and his or her Child’s name, hometown, likeness, statements, and other personally identifiable information for promotional, advertising and marketing purposes in any media throughout the world without additional prize, incentive, consideration, consent or review. The odds of winning depend upon the number of eligible Entries received during the Sweepstakes Period.

Each sweepstakes prize winner (child) will receive a prize pack for his or her child with an assortment of prizes with an approximate retail value (“ARV”) of \$75. ARV of all prizes combined: \$75.

Delivery of prizes via USPS Certified Mail requires a street address (no P.O. Boxes). Gift card terms and conditions apply. Limit one prize per home address. No substitutions or cash redemptions.

GENERAL PRIZE RESTRICTIONS: The winners will have the prizes mailed to their residence and a signature may be required. The prize may not be transferred or assigned. No cash or other substitution may be made, except by the Sponsor, which reserves the right to substitute a prize in whole or in part with another prize of comparable or greater value if the intended prize is not available for any reason as determined by the Sponsor in its sole discretion. The prize winner will be responsible for all taxes (including but not limited to federal, state, local and/or income) on the prize. Winners are limited to only one prize during the Sweepstakes and only one winner per home address.

GENERAL CONDITIONS/RELEASE: By participating, entrants and winners, on behalf of themselves and their children, agree to release and hold harmless the Sweepstakes Entities, their partners and promotion and advertising agencies and each of their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, the “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 Sweepstakes, or possession, acceptance and/or use or misuse of prize or participation in any Sweepstakes-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Entrants and winners further agree to (a) release Released Entities from any and all liability for any claims, costs, injuries, losses or damages of any kind caused by (i) Entrant’s participation, including the unauthorized or illegal access to personally identifiable or sensitive information; (ii) any Released Entities’ sponsorship or administration of the Sweepstakes; and (iii) Entrant’s and/or any third party’s use, sale or disposal of the prize; (b) acknowledge that said parties 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. Neither Released Entities nor any service providers are 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 Sweepstakes. By entering the Sweepstakes, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Sweepstakes.

CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY

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DAMAGE ANY WEBSITE, TAMPER WITH THE ENTRY PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES 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 Sweepstakes is not capable of being executed as planned, or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, epidemics, pandemics, action of Entrants, technical failures or any other causes which in the opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor reserves the right at its sole discretion to disqualify any suspect Entry or Entrant and/or to cancel, terminate, modify or suspend the Sweepstakes. In the event of any cancellation, termination or suspension, notice thereof will be posted at www.njng.com. If the Sponsor decides to reconvene the Sweepstakes after a suspension, the determination of the prize winner 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.

DISPUTES: Entrants agree that (a) any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded 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 Sweepstakes 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 Sweepstakes, 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.

WINNER/RULES: For the names of the Sweepstakes winners and/or a copy of these Official Rules, mail a stamped, self-addressed envelope to: NJNG Ocean Fun Days Energy Scavenger Hunt 2020 Sweepstakes, 1415 Wyckoff Road, P.O. Box 1464, Wall, NJ 07719. Requests must be received by January 13, 2021.