

**NEW JERSEY NATURAL GAS
OCEAN FUN DAYS SWEEPSTAKES 2023 OFFICIAL RULES**

Please read the Official Rules and Regulations (“Official Rules”) of the New Jersey Natural Gas (“NJNG”) Ocean Fun Days 2023 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 SWEEPSTAKES PERIOD.

1. **SWEEPSTAKES PERIOD:** The Sweepstakes begins at 12:00:00 a.m. Eastern Time on Wednesday, May 10, 2023 and ends at 11:59:59 p.m. Eastern Time on Sunday, May 21, 2023 (“Sweepstakes Period”).
2. **ELIGIBILITY:** The Sweepstakes 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, affiliates, and companies involved in the implementation and execution of the Sweepstakes (collectively the “Sweepstakes Entities”) and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) are not eligible. The Sweepstakes is void outside of the State of New Jersey and where prohibited. The 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. All federal, state and local laws and regulations apply.
3. **SPONSOR:** New Jersey Natural Gas Company, 1415 Wyckoff Road, P.O. Box 1464, Wall, NJ 07719 (the “Sponsor” or “NJNG”)
4. **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. Winning any prize is contingent upon fulfilling all requirements set forth herein.

HOW TO ENTER: During the Sweepstakes Period, complete the online form located at njng.com/oceanfundays or complete a paper form, which will be available during the Ocean Fun Days on Saturday, May 20, 2023 at Island Beach State Park and Sunday, May 21, 2023 at Sandy Hook, and you will be automatically entered into the Sweepstakes. Entries must comply with the Guidelines and Restrictions defined below.

Limit one (1) Entry per person, regardless of method of entry. Entrants are not permitted to submit an Entry more than once during the Sweepstakes Period. Duplicate Entries by the same person 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.

No mechanical reproductions permitted. Sponsor is not liable for lost, late, misdirected, or corrupted Entries whether due to a technical error or otherwise. 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.

Entries become the property of 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; (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 Sweepstakes, 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 Sweepstakes if it believes, in its sole discretion, that the Entrant's Entry fails to conform to these Guidelines and Restrictions.

5. **WINNER SELECTION:** On or about May 29, 2023, two (2) winners will be selected in a random drawing from all eligible entries received within the Sweepstakes Period.
6. **PRIZE:** Two winners will receive a Jenkinson's Family of Five Fun Pack, valued at \$125.00 each, for a total value of \$250.00. Jenkinson's Family Fun Pack terms and conditions apply. Drawing will be conducted by Sponsor at the Sponsor address. If a prize is refused, a prize notification is returned or deemed undeliverable, or the potential winner is disqualified for any reason, an alternate winner will be selected via a random drawing. 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. Except where prohibited by law, acceptance of the prize constitutes permission for Sponsor to use winner'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. No substitutions or cash redemptions. Limit one (1) prize per person.

7. **NOTIFICATION.** Potential winner will be notified on or before Friday, June 2, 2023. Potential winner will be notified by email from Sponsor. Potential winners will be required to respond to Sponsor within **ten (10)** calendar days of notification in order to claim his or her prize. Potential winners may be required to sign and return, where legal, an Affidavit or Declaration of Eligibility and Liability/Publicity Release ("Affidavit/Release") within **ten (10)** calendar days of prize notification. If any potential winner cannot be contacted within **ten (10)** 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 Sweepstakes 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. Delivery of prizes via USPS Certified Mail requires a street address (no P.O. Boxes).
8. **GENERAL PRIZE RESTRICTIONS:** Participation in Sweepstakes and acceptance of prize constitutes 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 Sweepstakes 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 winners 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.
9. **GENERAL CONDITIONS / RELEASE:** By participating, Entrant agrees to (a) release the Sweepstakes Entities, and their advertising and promotion 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 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

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 Sweepstakes. Sponsor is not responsible if Sweepstakes 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 Sweepstakes 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 Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes 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 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, 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 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 njng.com/oceanfundays. If the Sponsor decides to reconvene the Sweepstakes 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.

10. **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 SWEEPSTAKES, OR FROM DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES 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.
11. **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.
12. **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 Sweepstakes, 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.
13. **WINNER/RULES:** For the names of the Sweepstakes winners, mail a stamped, self-addressed envelope to Ocean Fun Days 2023 Sweepstakes, New Jersey Natural Gas Company, 1415 Wyckoff Road, Wall, NJ 07719 Attn: A. Hayes, Customer and Community Relations Department. Requests must be received by Monday, July 3, 2023.