



## **NEW JERSEY NATURAL GAS OCEAN FUN DAYS VIDEO SWEEPSTAKES 2021 OFFICIAL RULES**

Please read the Official Rules and Regulations (“Official Rules”) of the New Jersey Natural Gas (NJNG) Ocean Fun Days Video Sweepstakes 2021 (“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.**

**SWEEPSTAKES PERIOD:** The Sweepstakes begins at 12:00:00 a.m. Eastern Time on Friday, October 1, 2021 and ends at 11:59:59 p.m. Eastern Time on Sunday, October 31, 2021 (“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 in order to participate in this Sweepstakes. Employees, directors and officers of New Jersey Natural Gas (“NJNG”) and its parent company, subsidiaries, affiliates, partners, advertising and promotional agencies, manufactures or distributors of the sweepstakes material collectively the “Sweepstakes Entities”) and their immediate families (spouses and siblings, parents and children and their spouses) and member of the same household (whether related or not) 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. All federal, state and local laws and regulations apply.

**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:** During the Sweepstakes Period,

- Go to the Ocean Fun Days webpage, located at [oceanfundays.org](http://oceanfundays.org) (“Site”);
- Click on the “Ocean Fun Days Videos” tab.

- Click the text, “Vote for your favorite videos HERE!”;
- For each of the three categories (e.g., Most Fun/Kid-Centered Video; Most Education Video; and Best Overall Video), vote for your favorite video using the drop-down selection of video entry titles; and
- Submit your three video selections 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 Sweepstakes with their Child, all Entries must be submitted by a parent or guardian. A direct link for the online entry form can be found [here](#), or you can access the entry form through WUFOO [here](#). 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.

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 written 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; or (iv) defame, misrepresent, slander, libel or contain disparaging remarks about any other person or entity.

**SWEEPSTAKES WINNER SELECTION:** Ten (10) Sweepstakes Prize Winners will be randomly selected from all votes submitted within the Sweepstakes Period. Odds of winning depend on the number of eligible entries received for each Sweepstakes Week Drawing. Drawing will be conducted by Sponsor.

**PRIZE:** Ten (10) winners will receive a \$25 Amazon gift card. Gift card terms and conditions apply. This Sweepstakes is in no way sponsored, endorsed or administered by or associated with Amazon. Total approximate retail value of all prizes combined: \$250. Prizes are 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 or household.

Notification: Potential winners will be notified by email. Potential winners will be required to respond to Sponsor within five (5) 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 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 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).

**GENERAL PRIZE RESTRICTIONS:** Except where prohibited by law, participation in Sweepstakes and 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 prize winner must take delivery of the prize within 30 days of notice of availability from the Sponsor or the prize may be forfeited and awarded to an alternate winner. 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 and the grand-prize winner will be required to provide their Social Security number (or in case the winner is not a natural person, its Federal Employer Identification Number) and to complete an Internal Revenue Service Form W-9 for tax reporting purposes. 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 prizewinner 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.

**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 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 [njng.com](http://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.

**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.

**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.

**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 [njresources.com/privacy/index.aspx](https://njresources.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.

**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 Video Sweepstakes 2021 Sweepstakes, 1415 Wyckoff Road, P.O. Box 1464, Wall, NJ 07719. Requests must be received by December 31, 2021.