

Official Rules
“DISCOUNT POWER SUMMER 2017 SWEEPSTAKES”

The Discount Power Summer 2017 Sweepstakes (the “Sweepstakes”) is intended for participation only by legal residents of the United States, residing in Texas, who are at least 18 years of age at time of entry and reside in a deregulated electricity market area. The Sweepstakes shall be construed in accordance with the laws of the State of Texas, and additional eligibility requirements apply and are set forth below. There is NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE, AND A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS SWEEPSTAKES IS VOID OUTSIDE OF TEXAS AND WHERE PROHIBITED OR RESTRICTED BY LAW AND SUBJECT TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS. These official rules (the “Official Rules”) govern the Sweepstakes.

- 1. SWEEPSTAKES PERIOD.** The Sweepstakes begins at 12:01 a.m. CST on June 8, 2017, and ends at 11:59 p.m. CST on September 15, 2017 (the “Sweepstakes Period”). The Sweepstakes is sponsored by VEH LLC d/b/a Discount Power, 5757 Woodway Drive Suite 270, Houston, Texas 77057 (“Discount Power”).

- 2. TO ENTER.** There are three (3) ways to enter the Sweepstakes including:
 - a. New Customers. All new residential and commercial customers who are approved and validly enrolled with Discount Power on any of its products prior to the end of the Sweepstakes Period will automatically be entered in the Sweepstakes.

 - b. Customer Renewal. Any current customer who renews their residential or commercial contract on any Discount Power product prior to the end of the Sweepstakes Period will be entered in the Sweepstakes.

 - c. By Mail Without Enrollment (“Mail-In Entries”). During the Sweepstakes Period, mail a card or piece of paper printed with your name, complete address, telephone number (including area code), email address and date of birth in an envelope with proper-postage affixed to: Discount Power, Summer 2017 Sweepstakes, 5757 Woodway Drive Suite 270, Houston, Texas 77057. Mail-In Entries must be post marked by 9/8/17 and received by Discount Power by the end of the Sweepstakes Period. Enter as many times as you wish; however, there is a limit of one (1) Mail-In Entry per stamped outer envelope. Mail-In Entries generated by a script, macro or other automated or mechanical means or by any means which subvert the entry process will be disqualified. All entries become the property of Discount Power and will not be acknowledged or returned. Illegible or incomplete Mail-In Entries are void. Discount Power is not responsible for lost, late, damaged, mutilated, or misdirected Mail-In Entries or those not received by the end of the Sweepstakes Period.

 - d. By entering the Sweepstakes through any of the methods set out in this section, you agree to be bound by the terms of these Official Rules and the decisions of Discount Power which shall be final and binding in all aspects relating to the Sweepstakes. The odds of winning the Sweepstakes depends on the number of eligible entries received during the Sweepstakes Period. All information submitted by entrants is subject to and will be treated in a manner consistent with Discount Power’s Privacy Policy accessible at discountpowertx.com. By participating in the Sweepstakes, entrants hereby agree that Discount Power may collect and use their personal information and acknowledge that they have read and accepted the Discount Power Privacy Policy.

- e. All entries submitted in compliance with these Official Rules and not disqualified are considered “Eligible Entries”. All entries become the sole and exclusive property of Discount Power and entries will not be returned and receipt of entries will not be acknowledged. Proof of entry submission will not be deemed to be proof of receipt of entry by Discount Power.

3. DRAWING.

- a. Prizes. The Prize Drawings will be held on or about September 18, 2017. In addition to the eligibility requirements contained throughout the Official Rules, to be eligible for the September 18, 2017 Prize Drawing, entries must be received by the deadlines set out below:

Month	Period Start Time/Date	New Customer Deadline (approved and enrolled)	Customer Renewal Deadline (customer renewed, approved, and enrolled)	Mail-In Entry Postmark Deadline	Mail-In Entry Receipt Deadline	Sweepstake Drawing Date
June	12:01AM CST on 06/08/17	11:59 PM CST on 09/15/17	11:59 PM CST on 09/15/17	11:59 PM CST on 09/8/17	11:59 PM CST on 09/15/17	09/18/17

4. PRIZES & SELECTION PROCESS.

a. **Selection Process and Date:** From the Eligible Entries, the winner will be randomly selected. The drawing for the Sweepstakes will be conducted on or about September 18, 2017, and the winners will be notified by phone and/or email at the phone number and/or email address provided at the time of entry, with instructions how to claim their prize. If the potential winners cannot be reached, do not respond or claim their prize within five (5) business days of attempted notification, the potential winners will be disqualified, the prize forfeited and an alternate potential winner may be selected in a random drawing from the remaining Eligible Entries.

b. **Prizes:** The prizes will be as follows, which have a total approximate retail value of \$ 20,0000.

Winners	Prizes
1 – 1 st place winner	\$10,000 (check in U.S. dollars)
5 - 2 nd place winners	Amazon Echo Shows (valued at \$250 each)
4 – 3 rd place winners	Nintendo Switch (valued at \$300 each)
5 – 4 th place winners	Southwest Airlines Voucher (valued at \$300 each)
5 – 5 th place winners	40” TCL Smart TV (valued at \$300 each)

25 – 6 th place winners	\$100 Visa Gift Card (\$100 each)
55 – 7 th place winners	\$25 Visa Gift Card (\$25 each)

5. ELIGIBILITY & LIMITATIONS.

- a. This Sweepstakes is intended for participation in the State of Texas in the United States only and shall be construed and evaluated according to the laws of the State of Texas and the United States.
- b. You must be eighteen (18) years of age or older (at the time of the Sweepstakes entry), a legal resident of the United States, residing in a deregulated electricity market area in Texas to have the opportunity to participate in the Sweepstakes for the chance to win the prizes.
- c. Employees of Discount Power and any of its parent companies, subsidiaries, affiliates, and members of the immediate families (spouses, parents, children, and siblings and their spouses) of any of the above are not eligible to participate in this Sweepstakes for the chance to win the prizes.
- d. All potential winners will be required to execute and return an affidavit of eligibility, a liability release, and where lawful a publicity release within seven (7) business days of the winning notification date. If such documents are not returned within the specified time period, prize or prize notifications is returned as undeliverable, Discount Power is unable to contact a potential winner within a reasonable time period or a potential winner is not in compliance with these Official Rules, the prize will be forfeited.
- e. Prizes which are not mailed/delivered (via USPS, UPS etc.) must be claimed at Discount Power’s offices within fifteen (15) business days of winning. Proper identification and proof of age must be presented before prizes will be released.
- f. No substitution of any prize is offered, no transfer of any prize to a third party is permitted and non-cash prizes may not be redeemed for cash value. Discount Power reserves the right to substitute any of the prizes within one of equal or greater value.
- g. If for any reason a Sweepstakes winner provides notice that they have decided not to accept the awarded price, the winner will be required to sign a release form acknowledging that they are forfeiting the prize. It will be at Discount Power’s discretion if another contestant is to be selected as the winner.

6. DECISIONS. By participating in the Sweepstakes, participants agree to be bound by the decisions of Discount Power. Discount Power reserves the right in its sole discretion to disqualify any participant or winner and may refuse to award any prize to a person who is ineligible, who Discount Power believes has violated any rule, gained unfair advantage in participating in the Sweepstakes, or has acted in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person, or obtained winner status using fraudulent means. Discount Power will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Sweepstakes and Discount Power’s decisions concerning such disputes shall be final. If the conduct or outcome of the Sweepstakes is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of Discount Power, Discount Power reserves

the right to terminate or suspend this Sweepstakes at any time, or make such other decisions regarding the outcome as it deems appropriate. All decisions will be made by Discount Power and are final. Discount Power may waive any of these Official Rules in its sole discretion.

- 7. TAXES.** The value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes related to any prize and paying any expenses associated with any prize which is not specifically provided for in the Official Rules. Each winner must provide Discount Power with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$599 in prizes will receive an IRS form 1099 for the total amount of winnings at the end of the calendar year and a copy of such form will be filed with the IRS as required by law.
- 8. PUBLICITY; USE OF PERSONAL INFORMATION.** Discount Power may collect personal data about participants when they enter the Sweepstakes. By participating in the Sweepstakes, participants and winners agree that Discount Power may disclose personal information obtained from participants and winners in the Sweepstakes to affiliated companies that are under common control and to third parties who work on behalf of or with Discount Power. Discount Power may also use such information for marketing and other purposes. By participating, all participants and winner(s) grant Discount Power exclusive permission to use their names, characters, photographs, voices, and likenesses in connection with promotion of this Sweepstakes and other contests and waive any claims to royalty, right, or remuneration for such use.
- 9. RELEASE.** By participating in the Sweepstakes, each participant and winner waives any and all claims of liability against Discount Power, its respective parent companies, subsidiaries, affiliates officers, directors, employees and agents, for any personal injury or loss which may occur from the conduct of, or participation in, the Sweepstakes, or from the use of any prize. Winners further acknowledge that Discount Power has neither made nor is in any manner responsible for any warranty, representation or guarantee, expressed or implied, in fact or in law, related to any of the prizes or any portion thereof, including but not limited to quality, mechanical condition or fitness for a particular purpose. To receive a prize, winners must sign an official winner affidavit and release form provided by Discount Power.
- 10. GENERAL.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Discount Power in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard for conflicts of law doctrine, and all proceedings shall take place in Harris County, Texas. Further, in any such dispute, under no circumstances will participants be permitted to obtain awards for, and each hereby waives all rights to claim punitive, incidental or consequential damages, or attorneys' fees.
- 11. DISCLAIMER.** Discount Power disclaims all liability for any delays, miss-delivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. Discount Power shall not be liable to any winner or any person claiming through winner for failure to supply the prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Discount Power's sole control.

12. LIMITATIONS OF LIABILITY. All participants agree to release and hold harmless Discount Power and all of its respective affiliated parent companies, subsidiaries, affiliates and all of their respective directors, officers, employees, agents, legal counsel, and/or participating promotional partners from all losses, damages, penalties, claims, actions, suits, costs, and expenses of any kind whatsoever and any property damage, personal injury, or death to any participant or third person caused by or arising out of or in connection with participation in the Sweepstakes or with the use of any prize awarded. Discount Power is not responsible for any incorrect or inaccurate information and 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 the Sweepstakes or the equipment used in its administration.

13. OFFICIAL RULES AND WINNER LIST: For a copy of the Official Rules, or a list of Sweepstakes winners, specify the information being requested and send the request in a self-addressed stamped envelope to Discount Power Summer 2017 Sweepstakes, Discount Power, 5757 Woodway Drive Suite 270, Houston, TX 77057.

SPONSOR: This Sweepstakes is sponsored solely by Discount Power, 5757 Woodway Drive, Suite 270, Houston, TX 77057. PUCT #10161

This Sweepstakes is in no way sponsored, administered, or endorsed by, or associated with VISA, Amazon, TCL, Southwest Airlines, Nintendo, or Apple.