



## SCE&G APPLIANCE RECYCLING PROGRAM PROMOTION

The "Smart Thermostat Prize Pack Giveaway"

### OFFICIAL RULES

**NO PURCHASE, PAYMENT, OBLIGATION OR USE OF SCE&G PRODUCTS OR SERVICES IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING DEPEND ON THE NUMBER OF ENTRIES RECEIVED. THIS PROMOTION IS ONLY OPEN TO ELIGIBLE ENTRANTS AS DEFINED IN PARAGRAPH 5 BELOW. THE PROMOTION AND ENTRY THEREIN ARE VOID WHERE PROHIBITED OR RESTRICTED BY LAW. ENTRY IN THIS PROMOTION CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES.**

- PROGRAM PROMOTION.** South Carolina Electric & Gas Company ("SCE&G") ("Sponsor"), 220 Operation Way, Mail Code B234, Cayce, SC 29033-3701, is offering a chance to win 1 of 3 Smart Thermostat Prize Packs. Each Prize Pack will consist of 1 Smart Wi-Fi enabled Thermostat, 1 Four (4)-Bulb Smart Lighting Starter Kit, 1 Advanced Power Strip and 5 LED Light Bulbs. Each Prize Pack has an approximate retail value of \$400. The Program Promotion is not endorsed by the makers of the items in the Prize Packs, and Entrant understands that he or she is providing information to Sponsor and not to any other company. **THIS PROGRAM PROMOTION IS NOT SPONSORED, ADMINISTERED, ENDORSED, OR AFFILIATED IN ANY WAY BY FACEBOOK®, INSTAGRAM, TWITTER OR OTHER SOCIAL MEDIA OUTLET.** The Program Promotion is subject to all federal, state, and local laws and regulations and is void where prohibited by law.
- PROGRAM PROMOTION PERIOD.** The Program Promotion starts on March 1, 2019, and closes on April 30, 2019.
- PARTICIPATION CONSTITUTES ACCEPTANCE.** By entering this Program Promotion, Entrant provides his or her full and unconditional acceptance of these Official Rules, the interpretation of these Official Rules by the Sponsor, and the decisions of the Sponsor, which are final and binding. Winning a Prize Pack is contingent upon fulfilling all requirements set forth herein.
- SPONSOR RIGHTS.** Sponsor reserves the right, in its sole discretion, to disqualify any Entrant (and his/her Entry) determined to be in violation of these Rules. Sponsor's failure to enforce any term of these Rules shall not constitute a waiver of that provision. The Sponsor reserves the right, in its sole discretion, to cancel, modify, or suspend the Program Promotion if it is not capable of running as planned for any reason.
- ELIGIBILITY.** Entrants must be at least eighteen (18) years old at the time of entry. Entrants must be SCE&G customers, with electric service, in good standing throughout the entire Program Promotion Period and at the time of the drawing. The Program Promotion is not open to any SCE&G account holder who has had two (2) eligible refrigerators or freezers picked up for recycling in the SCE&G program year (December 1, 2018-November 30, 2019) and prior to the Program Promotion Period. Employees, officers and directors of Sponsor, and its parent companies, subsidiaries, affiliates, advertising and promotion agencies, or law firms ("Program Promotion Entities"), and the immediate family members of any such employee, officer or director, and any person residing in their same households, whether or not related, are not eligible to participate in the Program Promotion. The term "immediate family member" includes spouses, un-married partners, grandparents, parents, siblings, children, and grandchildren, regardless of where they reside.
- ENTRY.** You will automatically receive one (1) entry for each free pickup of an eligible refrigerator or freezer for recycling that takes place during the Program Promotion Period. As described in Paragraph 5, you are only allowed to have two (2) eligible refrigerators or freezers picked up for recycling by SCE&G in this program year (December 1, 2018-November 30, 2019). Therefore, the maximum number of potential entries into the Program Promotion you may receive is two (2), and that number may be one (1) or zero (0), depending on whether you have previously had one or more eligible refrigerators or freezers picked up for recycling in this program year.

7. **WINNER SELECTION.** The Prize winner will be randomly selected by Sponsor from all eligible entries. The drawing will be conducted on/before May 31, 2019.
8. **NOTIFICATION AND PRESENTATION OF PRIZE PACK.** Sponsor will notify Prize winner by phone call/email to the Registered Phone Number/Email Address on Prize winner's SCE&G electric account. Once contact has been made, the prize Pack will be presented to Prize winner at an agreed upon local SCE&G Customer Service Office or mailed to the Registered Address on Prize winner's SCE&G electric account. If a potential winner a) cannot be contacted, b) fails to acknowledge the winning status by June 15, 2019, or c) declines the Prize, an alternate winner may be selected at Sponsor's sole discretion. The alternate winner will be notified in the same manner provided herein. If no eligible winner can be identified after reasonable attempts, Prize may not be awarded.
9. **PUBLICITY.** By entering the Program Promotion, Entrant agrees to the use by Sponsor and its designees of his or her name, city and state of residence, and photograph/likeness/voice for advertising, promotional and other purposes, worldwide and in perpetuity, in any and all forms of media, now known or hereafter devised (including and without limitation, the Internet) without additional compensation or permission, except where prohibited by law.
10. **TAXES.** Winner will be responsible for all applicable fees and/or taxes (including federal, state or local income taxes) associated with receipt of the Prize. Winner must provide Sponsor with valid identification and valid taxpayer identification number/social security number if requested by Sponsor before any Prize will be awarded. Sponsor may provide winner applicable tax documentation upon request.
11. **LIMITATION OF LIABILITY AND RELEASE.** Sponsor, Sponsor's affiliates, Facebook and their respective subsidiaries, affiliates, successors, assigns; and each of all of the foregoing's respective officers, directors, owners, shareholders, members, managers, partners, principals, employees, agents and representatives (collectively "Released Parties") shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience, or other irregularity that may be caused or contributed to (i) by any wrongful, negligent, or unauthorized act or omission of any third party; or (ii) by any cause, condition, or event beyond the control of the Released Parties, including, without limitation, any act of God, war, terrorism, riot, hurricane or fire. Released Parties are not responsible for the installation of any items contained within the Prize Pack. Released parties are not responsible for: (i) technical problems or technical malfunction which may affect the operation of the Program Promotion, including but not limited to any of the following occurrences (a) hardware or software errors; (b) faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; (c) errors or limitations of any Internet service providers, servers, hosts or providers; (d) garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent to or received; (ii) lost, late, delayed or intercepted transmissions; (iii) inaccessibility of any website, in whole or in part for any reason, or traffic congestions on the Internet; (iv) unauthorized human or non-human intervention of the operation of the Program Promotion, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, or worms; (v) destruction of any aspect of the Program Promotion, or loss, miscount, misdirection, inaccessibility or unavailability of an account used in connection with the Program Promotion; (vi) any typographical errors in the announcement of Prizes or these Official Rules, or any inaccurate or incorrect data contained on any Internet or online site. **BY ENTERING THE PROGRAM PROMOTION, ENTRANT FULLY AND UNCONDITIONALLY RELEASES, DISCHARGES AND HOLDS HARMLESS EACH RELEASED PARTY FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, EXPENSES, ATTORNEY'S FEES, DAMAGES AND OTHER LIABILITIES ARISING OUT OF OR RELATING TO ENTRANT'S PARTICIPATION IN THIS PROGRAM PROMOTION AND PROGRAM PROMOTION-RELATED ACTIVITIES (SUCH AS ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE), INCLUDING, WITHOUT LIMITATION BUT TO THE EXTENT PERMISSABLE BY APPLICABLE LAW, DEMANDS, CLAIMS AND CAUSES OF ACTION FOR NEGLIGENCE, DAMAGES TO PROPERTY, BODILY INJURY (INCLUDING DEATH), PROPERTY DAMAGE, LOSS OF BUSINESS, LOSS OF CONSORTIUM, CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES AND ALL OTHER FORMS OF CLAIMS, LIABILITIES AND DAMAGES.**

12. **APPLICABLE LAWS.** This Program Promotion is subject to all applicable federal, state and local laws. Void where prohibited by law.
13. **DISPUTES:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any Program Promotion entrant and Sponsor shall be governed by, and construed in accordance with the laws of South Carolina, without giving effect to any choice of law or conflict of law rules or provisions (whether of South Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than South Carolina. In any action brought to enforce the obligation or right of any party hereunder, they consent to personal jurisdiction and venue in any court of appropriate jurisdiction in Richland County, South Carolina. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.
14. **WINNER INFORMATION/COPY OF OFFICIAL RULES.** To obtain a copy of the Official Rules and Name of Winner/Winners list, send a self-addressed stamped envelope to Sponsor at the address set forth above. All such requests must be received on or before June 30, 2019. The Winners' names will also be posted on the Sponsor's website on or before June 30, 2019.

**SCE&G is becoming**  **Dominion Energy®**