

OFFICIAL SURVEY GIFT CARD DRAWING RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.

A purchase will not improve chances of winning.

By entering this drawing, entrants accept and agree to be bound by these Official Rules. Any violation of these rules may, at SDCP's discretion, result in disqualification. All decisions regarding this drawing are final and binding in all respects.

1. **SPONSORSHIP & ADMINISTRATION.** This Drawing is sponsored and administered by San Diego Community Power ("SDCP"), 815 E Street, Suite 12716, San Diego, CA 92112.
2. **DRAWING PERIOD.** Drawing begins 9:00 AM PT on 08/29/22 and ends 12:00 AM PT 10/01/22 ("Drawing Period") subject to extensions. Online entries must be received by the end of the Drawing Period.
3. **ELIGIBILITY.** This drawing is only open to residents of the City of San Diego, City Chula Vista, City of La Mesa, City of National City, City of Imperial Beach, and City of Encinitas, and County of San Diego who are at least 18 years old as of the date of entry, except officers, directors, members, and employees of SDCP, Administrator, or any other party associated with the development or administration of this Drawing, and the immediate family (i.e., parents, children, siblings, spouse). This Drawing is void outside the jurisdictions listed before, and where prohibited. Entrants shall be required to provide a valid mailing address located within the above-listed cities/unincorporated areas
4. **HOW TO ENTER.** Visit <https://www.SDCommunityPower.org/survey> during the Drawing Period and follow the instructions to complete and submit the survey and entry form. All entries become the property of SDCP and will not be acknowledged or returned. Limit: One entry per person and per household (based on mailing address). Duplicate entries for the same person or household will be discarded. All entrant information, including e-mail addresses, is subject to the respective Privacy Policy of SDCP.
5. **WINNER SELECTION AND NOTIFICATION.** Winner selection will be conducted by random drawing from all eligible entries on or about 10/21/22 (the "Drawing Date"). Any potential winner will be notified by email and/or telephone. If a potential winner: (i) cannot be contacted; (ii) does not respond within five (5) days from the date SDCP first tries to notify them; (iii) refuses the prize; and/or (iv) the prize or prize notification is returned as undeliverable, such potential winner forfeits all rights to win the Drawing or receive the prize, and an alternate potential winner may be selected. Upon contacting a potential winner and determining that they have met all eligibility requirements of the Drawing, including without limitation the execution of required waivers, publicity and liability releases and disclaimers, such individual will be declared the "winner" of the Drawing.
6. **PRIZE DESCRIPTION.** There will be ten (10) winners. The prize is one (1) \$50 Gift Card (may be subject to certain restrictions including expiration date.)

7. **TAXES.** All federal, state and/or local income and other taxes, if any, are the winner's sole responsibility.
8. **ODDS OF WINNING.** The odds of winning this Drawing depend on the number of eligible entries received.
9. **NO PRIZE TRANSFER OR SUBSTITUTION.** No prize or any portion thereof is transferable or redeemable for cash. Any portion of the prize that is not used is forfeited. No substitutions for prize except by SDCP, in which case a prize of equal or greater value will be substituted.
10. **CONSENT AND RELEASE.** By entering the Drawing, each entrant releases and discharges the SDCP, Administrator, and any other party associated with the development or administration of this Drawing, their parent, subsidiary, and affiliated entities, and each of their respective officers, directors, members, shareholders, employees, independent contractors, agents, representatives, successors and assigns (collectively, "Entities"), from any and all liability whatsoever in connection with this Drawing, including without limitation legal claims, costs, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction or property, rights of publicity or privacy, defamation, or portrayal in a false light) (collectively, "Claims"). Except where prohibited: (i) entry into the Drawing constitutes the consent of each entrant, without further compensation, to use his/her name, likeness, biographical data, and contact information for editorial, advertising, marketing, publicity, and administrative purposes by the SDCP and/or others authorized by the SDCP; (ii) acceptance of a prize constitutes a release by any winner of the SDCP Entities of any and all Claims in connection with the administration of this Drawing and the use, misuse, or possession of any prize; and (iii) any potential winner may be required to sign an affidavit of eligibility (including social security number) and a liability/publicity release. Affidavits and releases must be returned within five (5) days from the date that SDCP first tries to notify the potential winner. SDCP may conduct a background check to confirm any potential winner's eligibility and compliance with these rules. By entering, you agree to cooperate reasonably with any such background check. If the prize includes participation in any public event(s) or publicity, or if SDCP Entities intend to publicize the winner in any way, and if a background check reveals that a potential winner has engaged in conduct that could damage the reputation or business of any SDCP Entity, as determined by SDCP in its sole discretion, the potential winner may be disqualified and the prize may be awarded to an alternate winner. If winner is deemed to be a minor under the jurisdiction of his/her residence, the prize will be awarded in the name of his/her parent or legal guardian who must execute any necessary affidavit and release.
11. **DISCLAIMERS.** (i) SDCP is not responsible for entries that are lost, late, misdirected, incorrect, garbled, or incompletely received, for any reason, including by reason of hardware, software, browser, or network failure, malfunction, congestion, or incompatibility at SDCP's or Administrator's servers or elsewhere. In the event of a dispute, entries will be deemed submitted by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the

natural person who is assigned to an e-mail address by an Internet Access Provider, online service provider, or other organization (e.g., business, educational institute) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. (ii) SDCP and Administrator, in their sole discretion, reserve the right to disqualify any person tampering with the entry process or the operation of the web site or otherwise attempting to undermine the legitimate operation of the Drawing. Use of bots or other automated process to enter is prohibited and may result in disqualification at the sole discretion of SDCP or Administrator. (iii) SDCP and Administrator further reserve the right to cancel, terminate or modify the Drawing if it is not capable of completion as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, force majeure or technical failures of any sort. (iv) SDCP Entities are not responsible for errors in the administration or fulfillment of this Drawing, including without limitation mechanical, human, printing, distribution or production errors, and may modify or cancel this Drawing based upon such error at its sole discretion without liability. In no event will SDCP be responsible for awarding more than the number of prizes specified in these rules. (v) In the event this Drawing is cancelled or terminated, pursuant to subparagraph (iii) or (iv), SDCP, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. (vi) SDCP ENTITIES MAKE NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, AS REGARDS THIS DRAWING OR THE MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY PRIZE OR ANY COMPONENT OF ANY PRIZE. (vii) CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS DRAWING MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SDCP RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. (viii) The value(s) of the prize(s) set forth above represent SDCP's good faith determination of the approximate retail value(s) thereof; the actual fair market value(s) as ultimately determined by SDCP are final and binding and cannot be challenged or appealed. In the event the stated approximate retail value(s) of a prize is more than the actual fair market value of that prize, the difference will not be awarded in cash or otherwise. No substitution or compensation will be given for any portion of the prize that is not used.

12. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California. Venue shall be in San Diego County.