

7.1.2020

SAVE THIS SUMMER TUMBLER GIVEAWAY VA-14 OFFICIAL RULES

Please read these Official Rules (the “**Official Rules**”) of Columbia Gas of Virginia, Inc.’s Save This Summer Tumbler Giveaway VA-14 (the “**Giveaway**”). You must agree to accept and comply with these Official Rules to participate in the Giveaway.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE OR IMPROVE YOUR CHANCE OF WINNING.

Facebook is not associated with and does not endorse, sponsor, or administer the Giveaway.

1. Sponsor. Columbia Gas of Virginia, Inc., a Virginia corporation (the “**Sponsor**” or “**Columbia Gas of Virginia, Inc.**”), whose principal business address is 1809 Coyote Drive, Chester, VA 23836-2400.

2. Who Can Enter? The Giveaway is open to you only if you satisfy the following requirements: at both the time that you enter the Giveaway and at the time the prize is awarded, you must be at least 18 years of age, a legal resident of the Commonwealth of Virginia, and reside in Columbia Gas of Virginia’s Service Territory. Employees of Columbia Gas of Virginia, Inc., any NiSource affiliate or advertising or promotional agencies and their immediate family members are not eligible to win.

To see if you reside in Columbia Gas of Virginia’s Service Territory, please go to:
<https://www.columbiagasva.com/our-company/about-us>

3. When Can You Enter? The Giveaway begins July 1, 2020, at 12:01 a.m. EDT and ends August 31, 2020 at 11:59 p.m. EDT (the “*Giveaway Period*”).

4. How to Enter?

(a) There are three ways to enter through WarmWise

- (i) You may enter the Giveaway by completing an online Home Savings Evaluation at <http://www.columbiagasva.com/free> ; or updating your online profile if a Home Savings Evaluation has previously been completed; or you may enter the Giveaway by purchasing and installing qualifying furnaces, smart thermostat, windows, skylights or doors, submitting the WarmWise rebate application and receiving approval by Columbia Gas of Virginia. Rebate forms and information can be found at <https://www.columbiagasva.com/rebates>.
- (ii) All Internet access and usage charges are your sole responsibility.
- (iii) The Sponsor 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, or alteration of, any Giveaway entries submitted pursuant to this Paragraph 4(a). The Sponsor is not responsible for any problems or technical malfunctions of any telephone network or lines, computer on-line systems, servers or providers, computer equipment, software, failure of any e-mail or entry to be received by the Sponsor on account of technical problems or traffic congestions on the Internet or at any website, or any combination thereof, including any injury or damage to your or any other person’s computer, related to or resulting from participation or downloading any materials in the Giveaway. Any such entries shall be deemed invalid and ineligible for purposes of the Giveaway.

- (iv) Entries generated by robots or scripts or other automated devices will be deemed to be a direct violation of these Official Rules, and any such entries shall be deemed invalid and ineligible for purposes of the Giveaway.

(b) Mail-In Method.

(i) As an alternative to the methods of entry described in Paragraph 4(a) above, you may enter the Giveaway by printing your name, age, complete street/ mailing address (including zip code), phone number (including area code) on a 3½" x 5" card and mailing the completed card, with sufficient first-class postage affixed, to Columbia Gas of Virginia, Inc., Attn. WarmWise Save This Summer Tumbler Giveaway Promotion, 1809 Coyote Drive, Chester, Virginia 23836-2400. Such mail-in entries for the Giveaway must be legible and submitted in original hand-printed form. A mail-in entry pursuant to this Paragraph 4(b) will be deemed valid and eligible for consideration only if such entry is received by the Sponsor during the Giveaway Period.

(ii) The Sponsor is not responsible for any lost, late, misdirected, postage due, damaged, mutilated, illegible, indecipherable, incomplete, inaccurate or deceptive Giveaway entries, all of which entries shall be deemed invalid and ineligible for purposes of the Giveaway.

5. How Many Times May You Enter? Only one entry is permitted during the Giveaway Period. In the event that more than one entry is received with respect to any participant the first entry will be considered the only valid entry.

6. What is the Prize? The prize scheduled to be awarded in the Giveaway pursuant to the procedure described in Paragraph 7 are the following: ten participants will receive one WarmWise tumbler (the "**Prize**").

7. How is the Prize Recipient Determined? During the Giveaway Period, eligible Giveaway entries received pursuant to Paragraph 4(a) will be combined with the eligible mail-in Giveaway entries received by the Sponsor pursuant to Paragraph 4(b), in order to create the entry pool for the Giveaway (the "**Entry Pool**"). On September 1, 2020, or on some other date (as determined by the Sponsor in its sole discretion) (the "**Prize Drawing Date**") following the conclusion of the Giveaway Period, ten separate potential recipients of a Prize (the "**Prize Recipient**") will be selected by means of a random drawing conducted by the Sponsor from among all eligible entries contained in the Entry Pool. All decisions of the Sponsor regarding the Prize drawing and any and all other aspects of the Giveaway shall be final, binding and non-appealable. Your odds of receiving a Prize (or any other prize awarded hereunder) will be determined by the total number of eligible Giveaway entries. Such odds are equal regardless of the method of entry used to enter the Giveaway.

8. How is the Prize Recipient Notified? Shortly after the Prize drawing described in Paragraph 7, the Sponsor shall endeavor to notify each Prize Recipient, by telephone or mail or by other reasonable means. If a Prize Recipient fails to respond to the Sponsor within seven days after being notified by the Sponsor, or if such notification or the Prize itself is returned as undelivered, then such Prize Recipient, at Sponsor's sole discretion, may be deemed to have forfeited any and all rights to receive the Prize, and the Sponsor may elect to (but shall not be required to) select an alternate Prize Recipient by means of another random drawing pursuant to the procedure described in Paragraph 7 from among the remaining eligible Giveaway entries.

9. How Can I Find Out Who Won the Prize? To obtain the name of the Prize Recipients (available after the Prize Drawing Date), you should send a self-addressed stamped business size envelope, to Columbia

Gas of Virginia, Inc., Attn. WarmWise Save This Summer Tumbler Giveaway Promotion, 1809 Coyote Drive, Chester, VA 23836-2400. Sponsor will not respond to requests received after October 15, 2020.

10. Ownership of Giveaway Materials. Your Giveaway entry, together with any and all accompanying or other Giveaway-related materials submitted by you, shall become the exclusive property of the Sponsor and will neither be acknowledged nor returned.

11. Proof of Identity and Affidavit. If you are the Prize Recipient, you may be required to: (a) furnish photographic identification in the form of a government issued document; and (b) furnish a signed affidavit or such other documentation (i) acknowledging your acceptance and compliance with these Official Rules, (ii) confirming your eligibility to participate in the Giveaway, and (iii) providing the Sponsor any other reasonably requested information, including, without limitation, your social security number and any other information required for tax reporting purposes, in a form determined by the Sponsor. Failure to furnish such information and signed affidavit within the time period stated in the Sponsor's request may cause disqualification.

12. Consent to Use Name and other Information. To the fullest extent consistent with applicable law, the Prize Recipient hereby specifically grants permission to Sponsor to use his/her name, business name, city, state, photograph, likeness (actual or simulated) and/or voice for any and all advertising, marketing, promotional, publicity or other legitimate commercial purposes, including, without limitation, providing his/her name to any person who requests such name pursuant to Paragraph 9 of these Official Rules, without any obligation on the part of Sponsor (a) to pay any additional compensation (of any kind or amount) to such Prize Recipient, or (b) to seek or obtain the approval of such Prize Recipient.

13. Agreement to the Official Rules. By participating in the Giveaway, you fully and unconditionally agree to accept these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Giveaway and the Prize.

14. Governing Law. These Official Rules and any disputes relating thereto are governed by and shall be construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction other than the laws of the Commonwealth of Virginia. THE GIVEAWAY IS VOID WHEREVER PROHIBITED BY LAW.

15. Release. You hereby release the Sponsor, its parent companies, subsidiaries and other affiliates, and their respective directors, officers, managers, members, partners, agents, employees and representatives from any and all claims, costs, injuries, losses or damages of any kind caused by your participation in the Giveaway.

16. Taxes. All federal, state, and other tax liabilities arising from the Giveaway are the sole responsibility of the Prize Recipient. If applicable, a Form 1099 will be sent to the Prize Recipient.

17. Disputes. You expressly agree, irrevocably and in perpetuity, that (a) any and all disputes, claims, actions and causes of actions arising out of or in connection with the Giveaway, or any prize awarded hereunder, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall be brought and shall take place exclusively in a federal or state court located in the Commonwealth of Virginia; and you agree to submit to the exclusive jurisdiction and venue of such courts, (b) any and all claims, judgments, damages, and awards shall be limited strictly to actual out-of-pocket costs actually incurred by you and paid to a third party, including costs associated with entering the Giveaway, but excluding attorneys' fees, and (c) under no circumstances shall you be permitted to obtain awards for, and you hereby waive any and all rights to claim, punitive, exemplary, special, consequential, incidental, indirect and/or other damages, other than for actual out-of-pocket expenses actually incurred by you and paid to a third party.

