

Generac Grid Services
\$2,500 ConEd ecosave Rewards Promotion
OFFICIAL RULES (the "Official Rules")

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. THIS PROMOTION IS OPEN TO LEGAL RESIDENTS OF NEW YORK, USA WHO ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AND ARE PARTICIPANTS IN THE CONED ECOSAVE PROGRAM ("PROGRAM").

1. Promotion Period. This promotion (the "**Promotion**") begins at 12:01:01 AM ET on March 1 and ends at 11:59:59 PM ET on September 30 of the program year (the "**Promotion Period**").

2. Eligibility. This Promotion is open to individuals who, at time of entry, are: (a) 18 years of age or older, (b) legal residents of New York, USA, (c) reside at a qualifying address, (d) agree to be bound by these Official Rules, and (e) have already agreed to participate in demand response events pursuant to the Programs Terms and Conditions, which can be found [here](#). Eligibility for entry is subject to Sponsor's sole determination that an entrant is eligible to participate in a demand response program that requires the adjustment of the entrant's thermostat in connection with demand response events initiated by Demand Response Provider (DRP). Generally, eligibility is determined based on a number of factors including, without limitation, which utility provides the entrant's electricity, the entrant's residence location, the amount of time an entrant has been a customer with a smart meter, and Sponsor's ability to match the entrant's name with his or her utility account number. Employees, agents, officers, directors and members of Sponsor, its affiliates, distributors, advertising and promotion agencies and anyone involved in the Promotion's development or execution, and the immediate family members (meaning spouses, parents, siblings, children and their respective spouses, grandparents and grandchildren) and members of the households of such employees, agents, officers, directors and are not eligible to enter or win the Prize in this Promotion. Sponsor reserves the right to disqualify from this Promotion any person it believes has intentionally violated these Official Rules or the Program Terms and Conditions. Promotion subject to all applicable federal, state and local laws.

3. How to Enter. To receive entries into the Promotion you must register to participate in the ConEd ecosave Program (the "**Program**"). If you have already agreed to be bound by the Program Terms and Conditions, which can be found [here](#), and you are accepted by Sponsor into the Program, you will automatically earn the chance to win the Promotion when you complete a Full Event. A "**Full Event**" occurs when there is any real or test demand response event, where your thermostat is connected to the ecobee service, and when you do not opt-out of that demand response event for the duration of the demand response event. If you withdraw from the Program on or prior to the end of the Promotion Period, you will not be eligible to earn the chance to win the Promotion. If you do not want to automatically earn the chance to win the Promotion when you complete a Full Event, please contact Sponsor prior to the end of the Promotion Period.

Eligible entrants will receive one (1) chance to win the Promotion for full completion of participation in one (1) Full Event. Completion of participation entails, when participating in a Full Event, each entrant agreeing to allow Sponsor to control his or her or their thermostat to reduce demand during a specified event period by increasing the current setpoint or scheduled target temperature setpoint in order to reduce electrical

demand. These setpoint increases may be preceded by "pre-cool" periods, wherein the current or scheduled target setpoint is temporarily decreased to prepare the premises for the subsequent setpoint increase. Additional details describing how demand response events occur can be found in Program Terms and Conditions, which can be reviewed [here](#). Sponsor estimates that there could be between four (4) to eight (8) or more demand response events during each calendar year. If an entrant opts-out of a demand response event, the entrant will not complete the Full Event and will not earn an entry. Entrant may opt out of an adjustment at any time from his or her or their thermostat or through components of the ecobee service, such as the web portal and smart phone applications. In the unlikely case that a participant is opted out of a demand response event by Sponsor or ecobee and fails to receive one entry for the Promotion, Sponsor and ecobee will not be liable in any way. Entrants may opt out of the Program in its entirety by calling Generac Customer Support at 1-855-388-3148.

You must agree to be bound by the Program Terms and Conditions on or prior to August 1st at 11:59:59 ET in order to be considered eligible to participate in the Program and therefore earn the chance to win the Promotion. If you are accepted into the Program, all Full Events will earn you one (1) chance to win the Promotion. All chances to win the promotion must be generated by 11:59:59 PM ET on September 30.

All information provided or received in connection with this Promotion will be held and used in accordance with these Official Rules and Sponsor's privacy policy, which can be found at <https://www.generac.com/privacy-policy>. In the event of a dispute as to the identity of an entrant who entered by email or electronically, a chance to win will be declared made by the Authorized Account Holder who earned the chance to win. "Authorized Account Holder" is defined as the natural person who is assigned to an email address by an Internet access provider, Internet service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the e-mail address associated with the applicable ecobee customer account. A potential winner may be requested to provide Sponsor with proof that they or he or she is the Authorized Account Holder of the e-mail address associated with the winning Promotion entry, as applicable. If a dispute cannot be resolved, the entry will be deemed ineligible.

4. Prize and Odds. Two (2) winners (the "**Winners**") will be drawn from all valid entries received by Sponsor to each receive a reward of USD \$2,500 (the "**Prize**").

The Prize cannot be sold, transferred or bartered in whole or in part and no substitutions or cash equivalents allowed, except at the sole discretion of the Sponsor. All details of the Prize shall be determined solely by Sponsor. All expenses not specified in these Official Rules, including without limitation, taxes and insurance, are solely each Prize Winner's responsibility.

5. Winner Selection. The Prize Winners will be selected in a random drawing held on or about November 1 of the program year from among all valid entries received during the Promotion Period. The drawing will occur at Sponsor's offices at Generac Grid Services located at 1515 Wynkoop St, Suite 710, Denver CO USA 80202. **The odds of winning depend on the number of eligible entries received during the entire Promotion Period.** The Prize Winners will receive an email and/or telephone notification within three (3) business days following winner selection, and the winners' name and location (first name, last initial and city, state) may be posted on Sponsor's website after an email notification has been sent to them. No other winner notification will be sent. Sponsor will issue the reward to the winners in an amount equal to USD \$2,500.

If a Prize Winner is found to be ineligible or not in compliance with these Official Rules, declines to accept the Prize, or if the Prize or Prize notification is returned as undeliverable, the Prize will be forfeited and Sponsor may award the Prize to an alternate Winner. By accepting the Prize, the Winners represents that they or he or she has complied with all rules of this Promotion. The Winners will be asked to complete an affidavit of eligibility, including the recording of his/her/their Social Security number (for tax reporting purposes as required by law). Acceptance of a Prize shall be construed as and signify the Winner's agreement and consent that Sponsor and its designees may use the Winner's name, voice, address (city and state only),

likeness and/or Prize information, without limitation, for promotional purposes without further consideration, review, approval or payment, except where prohibited by law. As a further condition of receiving the Prize, each Winner must agree to be interviewed and photographed by Sponsor. Each Winner will also be asked (but not required) to provide a testimonial for similar promotions offered by Sponsor in the future.

6. General Conditions. All entries become the exclusive property of the Sponsor and will not be acknowledged. By entering this Promotion, each entrant accepts and agrees to be bound by these Official Rules and the decisions of the Sponsor, which shall be final, binding and conclusive on all matters relating to this Promotion. By participating in this Promotion, entrants agree that Sponsor, ecobee, and their respective parents, affiliates, subsidiaries and advertising and Promotion agencies and each of their respective officers, directors, employees, representatives and agents (collectively, "Released Parties") will have no liability whatsoever for, and shall be held harmless by entrants against, any liability for any injuries, losses or damages of any kind to persons or property, including death, resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any Prize or participation in this Promotion. The Released Parties do not make any warranty, representation or guarantee, express or implied, in fact or in law, relative to the use of any Prize, including, without limitation, quality, merchantability, and fitness for a particular purpose. Sponsor reserves the right to modify this Promotion in any way it deems necessary or appropriate. Entry into this Promotion and acceptance of the Prize constitutes permission for Sponsor to use a winner's name, city, state of residence, likeness and/or photograph and statements for advertising/trade and all other purposes, in any and all media, and all media now or hereafter known worldwide, including the Internet and social networking sites, without further compensation, notification or permission, unless prohibited by law.

7. Internet. The Released Parties are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, undelivered, delayed, garbled, unintelligible or damaged entries; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of entries, the announcement of the Prize winners or in any Promotion-related materials. The Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Promotion. The Released Parties are not responsible for injury or damage to entrants' or to any other person's computer related to or resulting from participating in this Promotion or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Promotion or website or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. If for any reason this Promotion is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion, Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and/or to cancel, terminate, modify or suspend the Promotion or any element thereof without further notification. The use of any automated launching or entry software or any other mechanical or electronic means that permits the entrant to automatically enter and/or enter repeatedly is prohibited. Any entries found or suspected to be submitted in this manner will be deemed 'void' by the Sponsor. No more than the advertised number of Prizes will be awarded. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

8. Binding Arbitration. You hereby waive all rights to trial in any action or proceeding instituted in connection with this Promotion and/or the Program. Any controversy or claim shall be arbitrated on an

individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of New York and judgment on the arbitration award may be entered into any court having jurisdiction.

9. Disputes; No Class Action Procedure. This Promotion is governed by the laws of the United States and the State of Wisconsin, without respect to conflict of law doctrines. As a condition of participating in this Promotion, participant further agrees that: (a) any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Promotion, shall be resolved individually, without resort to any form of class action; (b) the arbitrator may not consolidate proceedings of more than one participant's claims and may not otherwise preside over any form of a representative or class proceeding; (c) Sponsor agrees to pay all arbitration costs for non-frivolous claims brought by a participant; (d) for claims of \$10,000 or less, the participant can choose whether the arbitration proceeds in person, by telephone, or based only on submissions; (e) a participant may, as an individual, pursue a claim in small claims court in lieu of arbitration; and (f) Sponsor shall not be entitled to seek reimbursement for its attorneys' fees in such arbitration or small claims action. Although the non-availability of any form of representative or class proceeding is clear from this Agreement, should any dispute arise regarding or relating to the existence, validity, enforceability, or interpretation of the Arbitration and No Class Action procedures provisions above, the federal court located in Waukesha, Wisconsin shall have the sole and exclusive jurisdiction to hear and determine the issue.

10. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROMOTION PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

11. Winners List/Official Rules. For a copy of the official Winners List or Official Rules, send a self-addressed #10 envelope postmarked by May 31, 2024 to: Win \$2,500 ConEd ecosave Program Promotion c/o Generac Grid Services LLC, 1515 Wynkoop St, Suite 710, Denver CO USA 80202. Please indicate on the outside of the envelope "Winners List Request for ConEd ecosave Program" or "Official Rules Request for ConEd ecosave Program."

12. Sponsor. The "Sponsor" of this Promotion is Generac Grid Services LLC located at 1515 Wynkoop St, Suite 710, Denver CO USA 80202.

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