

**Official Rules**  
**“VALUE POWER’S SUPERCHARGE SWEEPSTAKES”**

The Value Power 2022 Supercharge Sweepstakes (the “Sweepstakes”) is intended for participation only by legal residents of the United States, residing in a deregulated electricity market area 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 began at 12:01 a.m. CST on April 1, 2022 and ends at 11:59 p.m. CST on December 31, 2022 (the “Sweepstakes Period”). The Sweepstakes is sponsored by Capital Energy PA LLC d/b/a Value Power, 1717 St. James Place Suite 400, Houston, Texas 77056 (“Value Power”). Value Power may decide to change either the beginning date or the ending date of the contest without notice.
  
- 2. TO ENTER.** There are two (2) ways to enter the Sweepstakes including:
  - a. New and Existing Customers. All residential customers who are approved and validly enrolled with Value Power during the Sweepstakes Period will automatically be entered in the Sweepstakes.
  
  - b. 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: Value Power, Summer 2022 Sweepstakes, 5773 Woodway Dr., #192, Houston, TX 77057. Mail-In Entries must be post marked by December 30, 2022 and received by Value 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 day. 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 Value Power and will not be acknowledged or returned. Illegible or incomplete Mail-In Entries are void. Value 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.
  
  - c. 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 Value 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 Value Power’s Privacy Policy accessible at [myvaluepower.com](http://myvaluepower.com). By participating in the Sweepstakes, entrants hereby agree that Value Power may collect and use their personal information in a manner consistent with Value Power’s Privacy Policy.
  
  - d. 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 Value

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 Value Power.

**3. DRAWING.**

- a. Prizes. The Prize Drawings will be held on or about January 10, 2023 (or at a date decided by Value Power). In addition to the eligibility requirements contained throughout the Official Rules, to be eligible for the Prize Drawing to be held on as above, entries must be received by the deadlines set out below:

Month	Period Start Time/Date	New Customer Deadline (approved and enrolled)	Mail-In Entry Postmark Deadline	Mail-In Entry Receipt Deadline	Sweepstake Drawing Date
April	12:01AM CST on 04/01/22	11:59 PM CST on 12/31/22	11:59 PM CST on 12/30/22	11:59 PM CST on 1/6/23	On or about 1/10/2023

**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 January 10, 2023, 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 \$25,000.

Winners	Prizes
1 – 1 <sup>st</sup> place winner	\$10,000 (check in U.S. dollars)
8 - 2 <sup>nd</sup> place winners	\$1,000 (Check in US dollars)
50 – 3 <sup>rd</sup> place winners	\$100 (Check in US dollars)
80 – 4 <sup>th</sup> place winners	\$25 Amazon Gift Card

**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 Value 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, Value 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.) or by email must be claimed at Value 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. Value 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 Value 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 Value Power. Value 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 Value 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. Value Power will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Sweepstakes and Value 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 Value Power, Value 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 Value Power and are final. Value 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 Value Power with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600 or more 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.** Value Power may collect personal data about participants when they enter the Sweepstakes. By participating in the Sweepstakes, participants and winners agree that Value 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 Value Power. Value Power may also use such information for marketing and other purposes. By participating, all participants and winner(s) grant Value 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 Value 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 Value 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 Value Power.
- 10. GENERAL.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Value 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.** Value 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. Value 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 Value Power's sole control.
- 12. LIMITATIONS OF LIABILITY.** All participants agree to release and hold harmless Value 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. Value 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 Value Power Summer 2022 Sweepstakes, Value Power, 5773 Woodway Dr., #192, Houston, TX 77057.

**SPONSOR:** This Sweepstakes is sponsored solely by Value Power, 1717 St. James Place Suite 400, Houston, TX 77056. PUCT #10293

This Sweepstakes is in no way sponsored, administered, or endorsed by, or associated with Amazon,.