

**Smart Touch Energy's New Years Giveaway
Terms and Conditions**

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. Eligibility: The Count Down to New Years Giveaway (the "Giveaway") is open only to legal residents of the United States who reside in Pennsylvania and Maryland. You must be 21 years or older on the day you enter the contest to be eligible to win a prize. Employees of government entities, including, but not limited to, state, county, municipalities, towns, agencies, or other public organizations, are not eligible to win prizes but, if permitted by their employer, may win prizes on behalf of their employer. Employees of Smart Touch Energy (the "Sponsor") or any of its affiliates, subsidiaries, advertising and promotion agencies, suppliers, and their immediate family members and/or those living in the same household of each are not eligible to participate in the Giveaway. The Giveaway is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. Agreement to Terms and Conditions: By participating, you agree to be fully and unconditionally bound by these Terms and Conditions, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of Smart Touch Energy as final and binding as it relates to the interpretation of these Terms and Conditions and the awarding of prizes.

3. Giveaway Period: The Giveaway will run from December 14th, 2023, at (12:00 AM EST) through January 17th, 2024, at (5:00 PM EST).

4. How to Enter: Entries to the Giveaway must be submitted by visiting <https://offers.smarttouchenergy.com/winter-giveaway> and completing the displayed or linked entry form. Entries submitted using the Giveaway entry form must be completely filled out. Each entry must fulfill all Giveaway requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Smart Touch Energy. You may enter only once, and you must fill in all of the information requested in the entry form. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Smart Touch Energy.

5. Prizes: Prizes will be drawn daily on January 12th, 2024. Winners of The Count Down to New Years Giveaway will receive:

1. \$1000 - 1 Grand Prize Winner – Heating Oil Credit

2. \$500 → 10 Winners of \$50 Smart Touch Energy Promo Code
3. \$100 → 10 Winners of \$10 Amazon Gift Card

No cash or other prize substitution is permitted except at the Sponsor's discretion. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. Acceptance of the prize constitutes permission for Smart Touch Energy to use the winner's name, likeness, and entry for purposes of advertising and trade without further compensation unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received and actions completed that coincide with the entry.

7. Winner Selection and Notification: Winners of the Giveaway will be selected in a random drawing under the supervision of the Sponsor. Winners will be notified via a phone call or an email to the email address they entered the Giveaway within three (3) business days following the winner selection. Smart Touch Energy shall have no liability for a winner's failure to receive notices due to winners' phone service, voice mail, spam, junk e-mail, or other security settings or for the winner's provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, or fails to claim the prize within three (3) business days from the time award notification was sent, the prize may be forfeited, and an alternate winner selected.

The receipt by the winner of the prize offered in this Giveaway is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT THE SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE GIVEAWAY, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by You: By entering the Giveaway, you grant to Smart Touch Energy, anyone acting on behalf of or at the direction of Smart Touch Energy, or its respective licensees, successors, and assigns the right, where permitted by law, without any further notice, review or consent, to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Giveaway, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

9. Additional Terms: Smart Touch Energy reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Giveaway should (in its sole discretion) a virus, bug, non-authorized human intervention, fraud, or other causes beyond its control corrupt or affect

the administration, security, fairness or proper conduct of the Giveaway. In such case, Smart Touch Energy may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by Smart Touch Energy. Smart Touch Energy reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Giveaway or website or violates these Terms & Conditions.

Smart Touch Energy has the right, in its sole discretion, to maintain the integrity of the Giveaway, to void entries for any reason, including, but not limited to; multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Giveaway rules; or the use of bots, macros or scripts or other technical means for entering.

Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Giveaway may be a violation of criminal and civil laws, and should such an attempt be made; Smart Touch Energy reserves the right to seek damages from any such person to the fullest extent permitted by law.

By entering the Giveaway, you agree to receive email newsletters periodically from Smart Touch Energy. You can opt-out of receiving this communication at any time by clicking the unsubscribe link in the email.

10. Limitation of Liability: By entering the Giveaway, you agree to release and hold harmless Smart Touch Energy and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the Giveaway and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Giveaway or the processing of entries.

11. Disputes: THIS GIVEAWAY IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF PENNSYLVANIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Giveaway, the participant agrees that any and all disputes which cannot be resolved between the parties and causes of action arising out of or connected with this Giveaway shall be resolved individually, without resorting to any form of class action, exclusively before a court located in York County or the State of Pennsylvania having jurisdiction. Further, in any such dispute, under no circumstances will the participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than the participant's actual out-of-pocket expenses (i.e. costs

associated with entering this Giveaway), and participant further waives all rights to have damages multiplied or increased.

12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Smart Touch Energy website. To read the Privacy Policy, go to:

<https://www.smarttouchenergy.com/privacy-policy>

13. Winners List: To obtain a copy of the winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to The The Count Down to New Years Giveaway, Smart Touch Energy, 415 Norway Street, York, PA 17403. Requests must be received no later than January 31st, 2024.

14. Sponsor: The Sponsor of the Giveaway is Smart Touch Energy, 415 Norway Street, York, PA 17403. This Giveaway is not sponsored, endorsed, administered by, or associated with Instagram or Facebook.