



EfficiencyCrafted[™] Homes Sweepstakes Rules OH-1 OFFICIAL RULES

Please read these Official Sweepstakes Rules (these "Official Rules") of Columbia Gas of Ohio, Inc.'s EfficiencyCrafted Homes Sweepstakes (the "Sweepstakes"). Entrant must agree to accept and comply with these Official Rules to participate in the Sweepstakes.

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

ENTRANTS ARE ENCOURAGED TO REFRAIN FROM INCLUDING SENSITIVE PERSONAL INFORMATION IN ENTRY POSTS.

- 1. **Sponsor.** Columbia Gas of Ohio, Inc., an Ohio corporation (the "*Sponsor*" or "*Columbia Gas of Ohio*"), whose principal business address is 290 West Nationwide Blvd., Columbus, OH 43215.
- 2. Who Can Enter? The Sweepstakes is open to current Columbia Gas of Ohio customers that are located in the Columbia Gas of Ohio service territory (each participating customer, an "Entrant"). Entrants must be at least 18 years of age and legal residents of the State of Ohio. Employees of Columbia Gas of Ohio or any NiSource Inc. affiliate or their advertising or promotional agencies or a member of their immediate families or households are ineligible. No more than one Entry per customer will be accepted.

The Columbia Gas of Ohio service territory can be identified by the following ZIP codes: 43001, 43002, 43003, 43004, 43005, 43008, 43011, 43013, 43014, 43015, 43016, 43017, 43018, 43019, 43021, 43022, 43023, 43025, 43026, 43027, 43028, 43030, 43031, 43032, 43033, 43035, 43036, 43037, 43040, 43044, 43045, 43046, 43048, 43050, 43054, 43055, 43056, 43062, 43064, 43065, 43068, 43071, 43073, 43074, 43076, 43078, 43080, 43081, 43082, 43085, 43101, 43102, 43103, 43105, 43107, 43109, 43110, 43111, 43112, 43113, 43116, 43117, 43119, 43123, 43125, 43126, 43127, 43130, 43135, 43136, 43137, 43138, 43140, 43143, 43144, 43146, 43147, 43148, 43149, 43150, 43152, 43153, 43154, 43155, 43157, 43158, 43162, 43163, 43164, 43201, 43202, 43203, 43204, 43205, 43206, 43207, 43208, 43209, 43210, 43211, 43212, 43213, 43214, 43215, 43216, 43217, 43218, 43219, 43220, 43221, 43222, 43223, 43224, 43225, 43227, 43228, 43229, 43230, 43231, 43232, 43235, 43236, 43240, 43301, 43302, 43310, 43314, 43315, 43316, 43319, 43320, 43321, 43322, 43323, 43325, 43326, 43331, 43332, 43334, 43337, 43338, 43340, 43341, 43342, 43344, 43345, 43346, 43350, 43351, 43356, 43357, 43358, 43359, 43402, 43406, 43408, 43410, 43412, 43413, 43416, 43420, 43430, 43431, 43433, 43435, 43439, 43440, 43441, 43443, 43445, 43447, 43449, 43450, 43451, 43452, 43457, 43460, 43462, 43463, 43465, 43466, 43468, 43469, 43515, 43528, 43537, 43551, 43552, 43560, 43601, 43602, 43604, 43605, 43606, 43607, 43608, 43609, 43610, 43611, 43612, 43613, 43614, 43615, 43616, 43617, 43618, 43619, 43620, 43623, 43624, 43701, 43702, 43711, 43713,





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The Sweepstakes website is operated by Columbia Gas of Ohio. Entries and information provided though the Sweepstakes website to enter the Sweepstakes will be subject to Columbia Gas of Ohio Terms of Use and Privacy Policy, READ THEM CAREFULLY.

3. When Does the Sweepstakes Begin? The Sweepstakes begins on May 28, 2019 and submitted information and a social media post (both are necessary for an "*Entry*") will be accepted through 11:59 p.m. EST on August 26, 2019 (the "*Sweepstakes Period*").

4. How to Enter?

- a. To enter the Sweepstakes, each Entrant must submit its Entry to Columbia Gas of Ohio during the Sweepstakes Period and represent and warrant that it has met the following entry criteria:
 - i. Entries must promote energy efficient home upgrades.





- ii. Entries must use the designated Sweepstakes hashtag.
- iii. Entries must have submitted the required information through the Sweepstakes website form:
 - 1. Full name
 - 2. Email address
 - 3. Telephone number
 - 4. Current mailing address
- iv. Entries must be the original work of the Entrant.
- v. Entries must not have been previously published, aired, distributed or have won an award in any other competition.
- vi. Entries must not include inappropriate language or imagery as determined by Sponsor.
- vii. Entries must not include persons or entities that have not consented to Entrant's inclusion of them in the Entry.
- viii. Entries must not include or encourage unsafe activities.
 - ix. Entries must not infringe the intellectual property right of any other person or entity.
 - x. Entries must comply with the specific requirements of the social media outlet through which Entrant participates in the Sweepstakes.
- b. Entries may be submitted in one of two ways:
 - i. Entries may be submitted online during the Sweepstakes Period by following these instructions:
 - 1. Submit required information through the Sweepstakes website. (ColumbiaGasOhio.com/Sweepstakes)
 - 2. Post on Entrants own Facebook, Twitter or Instagram channel explaining what their dream energy efficient home upgrade would be, using the Sweepstakes hashtag in the post; or
 - ii. Entries may be submitted by mail during the Sweepstakes Period by following these instructions:
 - 1. Print Entrant's full name, complete street/mailing address (including zip code), phone number (including area code), and email address on a 3½" x 5" card.
 - 2. Entries must be received by Sponsor during the Sweepstakes period by mail to:

Attn: Columbia Gas of Ohio EfficiencyCrafted Homes Sweepstakes 4030 Easton Station, Suite 300 Columbus, OH 43219

5. How is the Winner Determined? Each properly submitted Entry must be submitted on or before August 26, 2019. One Entrant will be selected at random under the supervision of Columbia Gas of Ohio between August 27, 2019 and September 2, 2019. The randomly selected Entry will be the *Winning Entry*. The Entrant that submitted the Winning Entry will be the *Winner*. The Winner will be subject to approval by Sponsor





pending confirmation of the Winner's compliance with these Official Rules. If Winner is ineligible, the prize may be forfeited, and an alternate Winner selected. All decisions of the Sponsor regarding any and all aspects of the Sweepstakes shall be final, binding and non-appealable.

- **6.** What Is The Prize? One Prize will be awarded. The Winner will receive a \$2,000 gift card to The Home Depot (the "*Prize*") from Columbia Gas of Ohio, Inc. The Winner is responsible for payment of any and all applicable local, state and federal taxes.
- 7. How will the Winner be Notified? The Winner will be notified via email by 5 p.m. Tuesday, September 3, 2019. The Winner must complete, sign and return an affidavit in accordance with these Official Rules. If the Winner fails to respond to Sponsor within 48 hours after being notified by Sponsor via email, or if such notification or the Prize itself is returned as undelivered, or if the affidavit is not timely returned, then the Winner may be deemed to have forfeited any and all rights to receive the Prize, and, in the event of such deemed forfeiture, Sponsor will select an alternate Winner based its sole discretion from among the remaining eligible Entries. The Winner should allow 4 to 6 weeks from the close of the Sweepstakes to receive the Prize.
- **8.** How Can I Find Out Who Won the Prize? To obtain the name of the Winner, send a self-addressed stamped business-size envelope, to:
 Columbia Gas of Ohio, Inc., Attn: Ryan Stredney, EfficiencyCrafted Homes Sweepstakes/Communications Department, 240 W. Nationwide Blvd., Columbus, Ohio 43215.

Requests received after October 15, 2019 will not be honored.

- **9.** Ownership of Sweepstakes Materials. Once submitted, Entries (and related entry materials and information) will become the property of Sponsor and may be used by Sponsor for any purpose including commercial and marketing purposes in connection with its business. Receipt of Entry materials and information will neither be acknowledged nor returned.
- 10. Consent to Use Name and Other Information. By entering the Sweepstakes or claiming the Prize, Entrants and/or the subject(s) of entry social media posts (and if a minor, their parent or legal guardian) consent, and agree to confirm that consent in writing upon request, to Sponsor and its affiliates (including their agents and assigns), the irrevocable, royalty-free, non-exclusive right, in perpetuity, (i) to the use of their and their minor dependents' name, voice, picture, and likeness in connection with the posts, and (ii) to the use of the content of their posts, including, but not limited to any images or videos included as part of the posts, which may be altered, changed, modified, edited, used alone, together or with other works, and/or in distorted form, as solely determined by Sponsor, in each case at any time(s) and in all media now known or hereafter discovered, worldwide, including on the Internet and World Wide Web, for advertising, commercial, trade and promotional purposes without additional compensation, unless





prohibited by law, and without notice, review or approval. Upon request of Sponsor, Entrants shall, and shall take all reasonable efforts to cause Subjects to, execute and deliver such additional instruments of license or waiver as may be solely deemed by Sponsor to be reasonably necessary to establish Sponsor's rights in and to the entry posts and to permit their use as set forth herein. Should Sponsor fail to request any licenses as stated herein, that shall not be deemed a waiver of Sponsor's right to do so, and Sponsor may at a later time request the licenses, and Entrants and Subjects agree to honor such a request. If a subject is considered a minor in their jurisdiction of residence the parent or legal guardian must sign on behalf of the minor. Sponsor, in its sole discretion, may announce the Winner's first name and hometown on Columbia Gas of Ohio social media channels.

11. Consent to Email Communication. By entering the Sweepstakes, Entrants consent to receiving Sweepstakes-related communications from Sponsor via email, including but not limited to reminders for social media posts and notification of the Winner.

12. Other Conditions to Entry.

- a. By submitting any Entry, each Entrant certifies that such Entry has been validly authorized and that Sponsor may display the submitted post or any portion thereof on any of Sponsor's promotional material, including Sponsor's social media platforms.
- b. Sponsor is not responsible for any late, lost or misdirected Entries or for any other Sweepstakes entry malfunctions. If for any reason the Sweepstakes is unable to run as planned, Sponsor reserves the right to cancel or modify the Sweepstakes in its sole discretion
- c. All Internet access and usage charges associated with entering the Sweepstakes are Entrant's sole responsibility.
- d. 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 Entries submitted to the Sweepstakes. Sponsor is not responsible for any problems or technical malfunctions of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of application 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 Entrant's or any other entity's or person's computer related to or resulting from participation or downloading any materials in the Sweepstakes. Sponsor assumes no responsibility for lost or misdirected Entries.
- e. Sponsor reserves the right, in its sole discretion, to exclude from the Sweepstakes any Entries that are off-topic, offensive, profane, hateful, harassing, threatening or obscene; contain personal attacks; contain spam; have links or advertisements; violate copyright or intellectual property rights; or violate the Terms of Use of Facebook, Instagram or Twitter. Any such posts are ineligible to participate in the Sweepstakes.





- f. The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with The Home Depot, Facebook, Instagram, Twitter or any other third-party platform used by the Sponsor to promote the Sweepstakes. Facebook® is a registered trademark of Facebook, Inc.
- g. The Winner will be required to furnish a signed affidavit or such other documentation acknowledging Winner's acceptance and compliance with these Official Rules, confirming Winner's eligibility to participate in the Sweepstakes, and providing the Sponsor any other reasonably requested information. Failure to furnish such information and signed affidavit within the time period stated in the Sponsor's request may cause disqualification.
- h. By participating in the Sweepstakes, Entrant's and all participants in the social media post 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 Sweepstakes.
- i. These Official Rules and any disputes relating thereto are governed by and shall be construed in accordance with the laws of the State of Ohio, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Ohio. THE SWEEPSTAKES IS VOID WHEREVER PROHIBITED BY LAW.
- j. To the extent allowed by law, Entrant and all participants in the post hereby agree to release, defend, indemnify and hold harmless the Sponsor, The Home Depot, Facebook, Instagram, Twitter and their parent companies, subsidiaries and other affiliates, and their respective directors, officers, managers, members, partners, agents, employees and representatives, (collectively, "*Releasees*"), from any and all claims, costs, injuries, losses or damages of any kind caused by Entrant's or other participants participation in the post and or Sweepstakes or participation in any Sweepstakes related activity. Entrant and all such participants agree that Releasees shall not be liable for injury, loss or damage of any kind resulting from Entrant's or other participant's participation in the post and or Sweepstakes or any Sweepstakes related activity or from the acceptance or use of any Prize awarded.
- k. Entrant and participants in the post expressly agree, irrevocably and in perpetuity, that (i) any and all disputes, claims, actions and causes of actions arising out of or in connection with the Sweepstakes, any Sweepstakes related activity, 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 State of Ohio; and Entrant and participants in the post agree to submit to the exclusive jurisdiction and venue of such courts; (ii) any and all claims, judgments, damages, and awards shall be limited strictly to actual out-of-pocket costs actually incurred by Entrant and paid to a third party, excluding attorneys' fees; and (iii) under no circumstances shall Entrant or participants in the post be permitted to obtain awards for, and each hereby waives 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 Entrant and paid to a third party.





- 1. These Official Rules are in addition to any terms and conditions imposed by Facebook, Instagram or Twitter regarding the use of its social media services. In the event of a conflict between such terms and the terms of these Official Rules, the terms of these Official Rules shall control with respect to the Sweepstakes.
- m. Notice and Procedure for Making Claims of Copyright Infringement. If you believe that any post or other materials posted on the Sweepstakes website or other website copy your work in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Columbia Gas of Ohio with the following information:
 - (i) the electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
 - (ii) a description of the copyrighted work or other intellectual property that you claim has been infringed;
 - (iii) a description of where the material that you claim is infringing is located on the Columbia Gas of Ohio website;
 - (iv) your address, telephone number, and email address;
 - (v) your statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
 - (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Notice of claims of copyright or other intellectual property infringement can be made as follows:

By mail: Copyright Agent c/o Columbia Gas of Ohio, 290 W. Nationwide Blvd.,

Columbus, OH 43215. By phone: 1-800-344-4077

Columbia Gas of Ohio may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of repeat infringers.

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