



# NEBRASKA PUBLIC POWER DISTRICT

## Official Contest Rules

**No Purchase is Necessary to Enter or Win. A Purchase Does Not Increase the Chances of Winning.**

**1. Eligibility:** This giveaway is open to customers who directly purchase electricity at retail from Nebraska Public Power District (NPPD) or those who purchase electricity from utilities that are NPPD Wholesale Utility Customers. To, enter Contestants must be 18 years of age or older as of the date of entry and all entries are considered void where such contests are prohibited by law. Employees of NPPD and its Wholesale Utility Customers, and immediate family members and/or those living in the same household of Employees are eligible to participate in the giveaway. As only one prize will be awarded to this group, if drawn randomly, in 2022. Employees of NPPD's advertising and promotional agencies are not eligible to enter. The giveaway is subject to all applicable federal, state, and local laws and regulations.

**2. Agreement to Rules:** By participating, the Contestant ("You") agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of NPPD as final and binding as it relates to the giveaway and these Rules.

**3. Campaign Period:** Entries will be collected (may be submitted?) starting on *February 14, 2022* and ending *December 31, 2022*.

**4. How to Enter:** To enter, You must comment, share, or tag a friend on the "Uniquely Nebraskan" Facebook social posts on NPPD's Facebook page or the Facebook pages of a participating Wholesale Public Power Utilities each month, or be entered to win through a Facebook friend tagging you in a comment. You must use the hashtag #NebraskaProud when sharing. If You use fraudulent methods or otherwise attempt to circumvent the Rules, your submission may be removed from eligibility at the sole discretion of NPPD.

**5. Prizes:** The Winner(s) of the "Uniquely Nebraskan" giveaway (the "Winner") shall receive their choice of a single prize. The specifics of the prize shall be solely determined by NPPD. The Winner's local electric service provider will deliver the prizes either in person or by email. No cash or other prize substitution shall be permitted. No substitution of prize(s) or requests for the cash equivalent by the Winner is permitted. No transfer/assignment of prize(s) to others is permitted. Should the Winner fail to respond to NPPD's attempts to contact Winner within one week of initial contact, such prize shall be forfeited, and another Winner shall be chosen in his/her place.

**6. Odds:** The odds of winning depend on the number of eligible entries received.



**7. Winner Selection and Notification:** The “Uniquely Nebraskan” monthly prize Winner and the monthly T-shirt drawing Winners will be selected by a random drawing under the supervision of NPPD within seven days after the monthly social media post being posted by NPPD. The Winner will be notified by a Facebook comment and/or message from an NPPD representative within five (5) days following selection of the Winner. NPPD shall have no liability for the Winner’s failure to receive notices due to spam, junk email or other security settings or for the Winner’s provision of incorrect or otherwise non-functioning contact information. If the Winner cannot be contacted or is ineligible, the prize may be forfeited, and an alternate Winner selected. The Winner’s local electric service provider will deliver the prizes either in person or by email. Receipt by the Winner of the prize offered in this giveaway is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY THE WINNER (AT NPPD’S SOLE DISCRETION) WILL RESULT IN THE WINNER’S DISQUALIFICATION AS THE WINNER OF THE GIVEAWAY, AND ALL PRIVILEGES AS THE WINNER WILL BE IMMEDIATELY TERMINATED.

**8. Rights Granted by You:** By entering this giveaway, You understand and agree that NPPD, its Wholesale Utility Customers, or anyone acting on behalf of NPPD and NPPD’s licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, to include your entry, name, portrait, picture, voice, likeness, image, statements about the giveaway, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent. By entering this content, You represent and warrant that your entry does not violate any third party’s proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of NPPD. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless NPPD from and against any suit, proceeding, claims, liability, loss, damage, costs or expense which NPPD may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party’s right.

**9. Terms & Conditions:** NPPD reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond NPPD’s control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, NPPD may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by NPPD. NPPD reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. NPPD has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes 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 Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to



deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, NPPD reserves the right to seek damages to the fullest extent permitted by law.

**10. Limitation of Liability:** NPPD and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors shall have no responsibility for any liability (including tax 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 Campaign 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 malfunction of any computer, cable, network, hardware, software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

**11. Disputes:** THIS GIVEAWAY IS GOVERNED BY THE LAWS OF THE STATE OF NEBRASKA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Campaign shall be resolved individually without resort to any form of class action, exclusively before a court located in Nebraska having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.

**12. Copy of Rules/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: Bozell, 2215 Harney St, Omaha, NE 68102. Requests must be received no later than *December 31, 2022, 12:00 p.m. CST.*

**13. Sponsor:** The Sponsor of the giveaway is NPPD and its Wholesale Utility Customers, 1414 15<sup>th</sup> Street PO Box 499, Columbus, NE 68602-0499.

**14. Facebook:** The Campaign hosted by NPPD is in no way sponsored, endorsed, administered by, or associated with Facebook.