

STREAM HOLIDAY SWEEPSTAKES

Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. DO NOT NEED TO BE PRESENT TO WIN.

The Stream Holiday Sweepstakes (“Sweepstakes”) is sponsored by Stream Gas & Electric, Ltd. (“Stream”), 14675 Dallas Parkway, Suite 150, Dallas, Texas, 75254.

1. **Sweepstakes Period:** The Sweepstakes starts on November 30, 2018 at 12:00 a.m. Central Standard Time (“CST”) and ends on December 24, 2018 at 11:59 p.m. CST (“Sweepstakes Period”). Stream’s computer is the Sweepstakes’ official clock.
2. **Eligibility:** This Sweepstakes is only open to individuals who are (1) as of the date of entry, eighteen (18) years old or older, and (2) who occupy a residential address as of the beginning of the Sweepstakes Period. Stream’s employees/officers/ directors, their direct family members, and/or individuals living in their households (regardless of relationship) are not eligible. All applicable federal, state, and local laws and regulations apply. This Sweepstakes is void where prohibited by law.
3. **How to register and enter the Sweepstakes:** During the Sweepstakes Period, there are two (2) ways to enter the Sweepstakes:
 - a. An eligible Entrant may hand-write her or his complete name (no initials), valid email address, valid street address (no P.O Boxes), city, state, ZIP code, telephone number, Stream Account Number (if applicable), and date of birth (MM/DD/YYYY) on a 5” x 7” card (“Mail-In Entry”) to: Stream Holiday Sweepstakes, P.O. Box 803602, Dallas, TX 75380. All Mail-In entries must be postmarked no later than December 23, 2018 and received on or before December 24, 2018 in order to be eligible. Mail-In Entries must be legibly hand-written. Mechanical reproductions, postage-due, Mail-In Entries mailed in an envelope or sent in excess of the entry limits set forth below will not be accepted. Mail-In Entries received without a valid email address will be deemed incomplete and not valid entries. An eligible Entrant will receive one (1) entry into the Sweepstakes.
 - b. Eligible Entrants may: (1) follow Stream on Instagram or Twitter, * (2) take a photo of their holiday lights, *and* (3) share the photo on Instagram or Twitter with the hashtag #StreamHoliday. An eligible Entrant will receive one (1) entry into the Sweepstakes. Multiple posts or photos will only count as one entry. Photos containing a competitor’s content or content that is lewd, obscene, inappropriate, or distasteful content as determined in Stream’s sole discretion will not be accepted.

*Neither *Instagram* nor *Twitter* endorses or sponsors this sweepstakes.

LIMIT: Regardless of method of entry, limit one (1) entry per Entrant for the entire Sweepstakes Period. If it is discovered or suspected that a person has attempted to enter or receive Entries using multiple identities or addresses, all of that person’s Entries will be declared null and void and that person will not be awarded any prize that she or he might have been entitled to receive and such prize may be forfeited, at Stream’s sole and absolute discretion.

4. **Random Drawing.** On December 26, 2018, Stream will randomly select one winner (“Winner”) from among all eligible Entries received during the Sweepstakes Period. Each Entrant will be randomly assigned a number. Winner will be selected by a computer program that randomly chooses the Winner. **Winner will be notified by congratulatory message via Instagram or Twitter (as applicable) and the “Prize” (defined in Rule #5) must be claimed by the customer**

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within fourteen (14) days via reply to the congratulatory message. If Prize is unclaimed, the entries will be redrawn until the Prize is claimed and awarded. Each Prize Winner is considered a potential Winner pending verification of eligibility and compliance with these Official Rules.

5. **Prize, Odds of Winning, and Approximate Retail Value (“ARV”):**
 - a. **Prize:** If the Winner is an existing Stream electricity customer, the Winner will receive a \$250.00 (Two Hundred and Fifty Dollars) credit to their energy (residential electricity or natural gas) service from Stream for the month of December. If a customer’s December bill is not at least \$250, the credit will carry over to subsequent months to ensure the full amount is honored. For anyone who is not an existing Stream customer, no purchase or enrollment for service is necessary. Instead, Stream will provide a gift card in lieu of bill credit when the winner lives outside the billing area or is not a Stream electric service customer. Gift card amount = \$250. One (1) Prize will be awarded in the Sweepstakes.
 - b. **Odds of Winning:** The odds of winning the Prize depend upon the number of eligible entries received during the Sweepstakes Period. Positive ratings will not increase your chance of winning. Positive comments will not increase your chance of winning. Neither photo content or quality for eligible entries will increase your chance of winning.
 - c. **Total ARV:** The total ARV of the Prize is \$250.
 - d. **General:** No more than one (1) Prize will be awarded in the Sweepstakes. If the Prize is unclaimed, unredeemed, or returned as undeliverable it may not be awarded. If, after a good-faith attempt, Stream is unable to award or deliver the Prize, the Prize may not be re-awarded.

6. **How to Claim a Prize:** Stream will announce the Potential Winner on the social media handle or by email if the Potential Winner was a postcard entrant. The Potential Winner will have fourteen (14) calendar days from the date of the post or email notice to claim the winning Prize by replying to. If the Potential Winner Stream’s social media account (@MyStreamSocial) (postcard winners should respond to an email announcement). If Potential Winner is found to be ineligible, is not in compliance with these Official Rules, or declines to accept the Prize in the form as described, then the Prize may be forfeited, and, in Stream’s sole discretion, may or may not be awarded to an alternate potential Winner selected at random from the remaining pool of eligible Entries received during the Sweepstakes Period. A Winner may be required to provide proof of identification and other proof of eligibility under these Official Rules.

The right to receive the Prize is non-assignable, non-transferable, and no Prize substitution, exchange, or cash equivalent will be allowed, except by Stream who reserves the right to substitute the Prize of equal or greater value in case of unavailability of the Prize or force majeure. Each Winner is responsible for payment of all applicable federal, state, and local taxes. All other costs and expenses not expressly set forth herein shall be solely the Winner’s responsibility. Stream shall not be held responsible for any delays in awarding the Prize for any reason. The Prize will only be awarded to a verified Winner. Stream is not in any way responsible or liable for damages resulting from shipping and handling, loss, use, or misuse of the Prize awarded in this Sweepstakes.

7. **Limitation of Liability:** Stream is not responsible for illegible, lost, late, incomplete, stolen, misdirected, postage due, or undeliverable postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections,

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or availability, or garbled, corrupt or jumbled transmissions, service provider/Internet/web site/use net accessibility, availability, or traffic congestion, or any technical, mechanical, programming, printing, or typographical or other error, or unauthorized human intervention, or the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information. Stream is not responsible for any incorrect or inaccurate information, whether caused by any web site users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Sweepstakes and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the any website(s). Stream is not responsible for any injury, including death, or damage, whether personal or property, to Entrants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting, not accepting, using or misusing a Prize. Stream shall not be responsible or liable for Entries that are entered by other than human means (such as by an automated computer program or any non-human mechanism, entity, or device), in excess of the stated limit, or for Entries that are late, forged, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, garbled, or otherwise not in compliance with the Official Rules, and all such Entries will be disqualified. If, for any reason, an entry is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as an entry into the Sweepstakes, the Entrant's sole remedy is to submit another entry into the Sweepstakes. If, for any reason, the Sweepstakes is not capable of running as planned, Stream reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including without limitation the selection of Winners in a manner it deems fair and reasonable, which may include the selection of Winners from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more Prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical or other errors, there are more potential winners notified than are intended prize winners as stated in these Official Rules, a random drawing amongst the claimants will be held to determine the Winners. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more Prizes are claimed than are intended to be awarded, the intended Prizes will be awarded in a random drawing from among all verified Prize claims received during the Sweepstakes Period.

IN NO EVENT WILL STREAM BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF AN INDIVIDUAL'S ACCESS TO AND USE OF THE WEB SITE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM STREAM'S WEBSITE OR ANY OTHER WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON STREAM'S WEB SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

By entering the Sweepstakes, each Entrant agrees: (i) to be bound by these Official Rules and by all

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applicable laws and Stream's decisions which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of her or his rights to bring any claim, action, or proceeding against any Sweepstakes Entities in connection with the Sweepstakes; and (iv) to forever and irrevocably agree to release, defend, indemnify, and hold harmless Stream from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability costs and expenses (including, without limitation, reasonable outside attorneys' fees) for any injuries, losses or damages of any kind to persons, including death, or property resulting in whole or in part, directly or indirectly, from: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the Entrant's, participation or inability to participate in the Sweepstakes, (b) the violation of any third party privacy, personal, publicity or proprietary rights, (c) typographical or printing errors in these Official Rules or any Sweepstakes materials, (d) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of any Prize (or any component thereof), (e) any change in the prizing (or any components thereof) due to unavailability, or due to reasons beyond Stream's control, including but not limited to 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 such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual 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 any of Stream's control, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation, or modification of the Sweepstakes, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of the entry (including, without limitation, the information or any parts thereof), (i) any technical malfunctions or unavailability of the websites or any telephone network, computer system, computer online system, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by Stream or by an Entrant, (j) interruption or inability to access the Sweepstakes or any other Sweepstakes-related web pages, or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to Entrant's (or any third person's) computer and/or its contents related to or resulting from any part of the Sweepstakes, (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, illegible, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged entries, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Sweepstakes Entities, (o) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof), (p) the collection, use and/or sharing of Entrant's personally identifiable information by Stream or its designees or (q) the negligence or willful misconduct by Entrant.

- 8. GENERAL/DISPUTES:** By entering this Sweepstakes, Entrants agree to abide by these Official Rules as stated herein and Stream's decisions, which are final and binding in all matters pertaining to this Sweepstakes. Except where prohibited, by participating in the Sweepstakes, Entrants agree that the Sweepstakes is governed by, and will be construed in accordance with, the laws of the State of Texas, and the forum and venue for any dispute shall be in Dallas, Texas. If the controversy or claim is not otherwise resolved through direct discussions or mediation, it shall then be resolved by final and binding arbitration administered by the American Arbitration Association, in accordance with its Arbitration Rules and Procedures or subsequent versions thereof ("AAA Rules"). The AAA Rules for selection of an arbitrator shall be followed, except that

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the arbitrator shall be experienced and licensed to practice law in the State of Texas. The remedy for any claim shall be limited to actual damages, and in no event shall an Entrant or any other party be entitled to recover punitive, exemplary, special, incidental, indirect and consequential damages or any other damages (whether due to negligence or otherwise), other than for actual out of pocket costs described in this Rule #8, nor will an Entrant or any party be entitled to have damages multiplied or otherwise increased or to rescind this agreement or seek injunctive or any other equitable relief. Entrants agree that the statute of limitations for asserting any claims shall be a period of one (1) year from the end date of the Sweepstakes Period. Entrants agree that any and all disputes, claims, and causes of actions arising out of or connected with the Sweepstakes or any Prize awarded shall be resolved individually, without resort to any form of classaction.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any Entrant, Entrant and/or Stream shall be governed by and construed in accordance with the laws of the State of Texas without reference to conflict of laws principles. If any provision or provisions of these Official Rules shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

9. **PRIVACY / USE OF PERSONAL INFORMATION:** Stream may gather Personal Information provided by eligible Entrants online for the purposes of conducting and managing the Sweepstakes, and may, for this purpose, disclose such Personal Information to third parties, including but not limited to agents, contractors, service providers, prize suppliers, and if required, to any applicable regulatory authorities. Personal Information may include, but is not limited to: name (full name or first initial and last name), maiden name, nickname, email address, home address, home postal code, home telephone number, mobile telephone number, date of birth, photographic images (especially of face or other identifying characteristics, such as, but not limited to: eye, skin, and hair color, facial features, personal marks such as, but not limited to: tattoos, birthmarks, moles, and scars, as well as, video and voice recordings. Personal Information is only collected when volunteered by an eligible Entrant, at the time eligible Entrant enters the Sweepstakes. If eligible Entrant does not provide Stream the requested Personal Information required to enter the Sweepstakes, eligible Entrant will not be able to participate in the Sweepstakes.

By entering the Sweepstakes, each entrant agrees to the publication, reproduction and/or other use of his/her name, address, voice, image, statements about Sweepstakes, photograph and/or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Stream, solely regarding the Sweepstakes, including, but limited to: print, broadcast, the internet (including social media), and on the Sweepstakes' winner's announcement.

10. **PUBLICITY RIGHTS:** By entering the Sweepstakes and/or accepting the Prize, the Winner agrees to allow Stream the perpetual right to use her or his name, biographical information, photos and/or likeness, and statements for Sweepstakes, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, worldwide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation, except where prohibited by law.
11. **RELEASE:** By participating in the Sweepstakes, each Entrant releases and agrees to indemnify and hold harmless Stream, from and against any and all costs, claims, damages, or any other injury,

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whether due to negligence or otherwise, to person(s) or property (including, without limitation, death or violation of any personal rights, such as violation of right of publicity/privacy, libel, or slander), due in whole or in part, directly or indirectly, to participation in the Sweepstakes, acceptance or usage of a Prize, or arising out of participation in any Sweepstakes or Prize related activity, whether hosted by Stream or a third party.

12. **MISCELLANEOUS:** Participation in this Sweepstakes constitutes Entrant's full and unconditional agreement to these Official Rules and Stream's decisions, which are final and binding in all matters related to this Sweepstakes. Winning a Prize is contingent upon fulfilling all requirements set forth herein. These Official Rules form a binding legal agreement between the Entrant and the Stream with respect to the Sweepstakes. In the event of a dispute as to the identity of a Winner, the Winner will be the authorized account holder of the IA account number used to enter the Sweepstakes. Stream reserves the right, to disqualify any individual found, in its sole opinion, to be tampering or attempting to tamper with the operation of the Sweepstakes; to be acting in violation of these Official Rules; to be acting with the intent to disrupt the normal operation of this Sweepstakes; or to be otherwise acting in an unsportsmanlike manner. Any use of robotic, automatic, macro, programmed, third party or like methods to participate or to subvert the Sweepstakes will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE STREAM RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** All promotional materials will not be returned. The invalidity or unenforceability of any provision of these Official Rules or the Prize documents will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Prize documents is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Stream's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. When terms such as "may" are used in these Official Rules, Stream has sole and absolute discretion. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, the terms and conditions of these Official Rules shall prevail, govern and control and the discrepancy will be resolved, at the Stream's sole and absolute discretion.

13. **WINNERS LIST/OFFICIAL RULES REQUEST:** To receive the name of the winner, send a properly stamped self-addressed business sized envelope, by January 31, 2019, to: P.O. Box 802641, Dallas, TX 75380

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