

## OFFICIAL RULES for the NHSaves Education Challenge

By participating in the challenge, you agree to be bound by these Official Rules and the decisions of the sponsors of the challenge, the NHSaves partner utilities of Eversource, Liberty Utilities, New Hampshire Electric Co-op, and Unitil (“Sponsor”), which are binding and final on matters relating to this challenge. The challenge is subject to all applicable federal, state, and local laws. This challenge is offered by the utilities listed above, and administered by New Hampshire Energy Education Project (NHEEP).

1. **ELIGIBILITY. NO PURCHASE NECESSARY TO ENTER OR WIN.** Open to Kindergarten through 12th grade students (including homeschool students) in the New Hampshire communities served by the NHSaves partner utilities of Eversource, Liberty Utilities, New Hampshire Electric Co-op and Unitil (each, an “Entrant”). (Students from schools served by municipal electric utilities such as in the towns of Ashland, Littleton, New Hampton, Wolfeboro and Woodsville are not eligible to participate). Employees, parents, affiliates, subsidiaries, and their respective immediate families and household members of New Hampshire Energy Education Program (NHEEP) are not eligible to participate.

2. **TO ENTER. Entry Submission.** Entry requirements vary depending on the Entrant’s grade category. Instructions for each grade category are detailed on the NHEEP [website](#). Entries must be submitted online no later than June 15, 2020. Entries must be submitted by a teacher, parent, or guardian on the student’s behalf and be accompanied by an executed parent or guardian permission form with each entry. Each Entrant may only submit one Entry. Entries become the property of Sponsor. By submitting an Entry, Entrant represents and warrants that the Entry is original and that Entrant created and owns all rights to the Entry.

**ENTRY REQUIREMENTS.** Each Entry must comply with the following requirements:

A. **Originality.** Entries must be original and solely created by the Entrant. They must not contain any elements that were not created by Entrant. All sources must be clearly cited. Plagiarism or other use of any elements or materials that are not original may result in disqualification of the Entry, in Sponsor’s sole discretion. Entries must not have been previously entered into a challenge or published, and must not have won previous awards. Entrant agrees to not use the Entry for any purpose other than participation in the challenge, without prior express consent of Sponsor in each instance.

B. **Content Restrictions.** Entry must not contain (a) any photographs or other recordings of individuals other than the Entrant, except with the permission of such individuals (and/or parent or guardian if applicable), (b) any commercial content or logos, (c) any personally identifiable information (other than as required pursuant to the Entry requirements), (d) any content that is lewd, obscene, disparaging, defamatory, obscene, or that otherwise contains inappropriate content or objectionable material as determined by Sponsor in its sole discretion. Entry must not infringe on the copyright, trademark, privacy, publicity, or other rights of any person or entity.

C. **Challenge Integrity.** Sponsor reserves the right, in its sole discretion, to (a) reject, disqualify, or modify any Entry without explanation, (b) verify any element of any Entry or related materials, and (c) disqualify any Entrant whose participation does not comply with Official Challenge Rules or may

subject the challenge, NHEEP, Sponsor, or Sponsor's advertisers, clients, or customers to controversy, negative publicity, scorn, and/or ridicule.

3. SELECTION OF WINNERS. Up to 15 winners will be selected three times per year. The Potential Winners will be selected by a panel of judges appointed by the Sponsor ("Judges"). Judges will select the Potential Winners based on the Judging Criteria in the rubrics available on the NHEEP [website](#). If prize notification is returned as undeliverable, or Potential Winner is not in compliance with these Official Rules, the Prize will be forfeited and, at Sponsor's discretion, an alternate Potential Winner may be selected.

**The decisions of the judges are final and not open to discussion.**

4. PRIZES. The Winners will receive the following prizes (each, a "Prize").

- NHEEP will award up to 15 student prizes worth \$25 per entry period. There are 3 Entry periods.
- If a winning Entry was submitted by a group of students, each student in that group will receive a Prize.
- At the end of the year entries that have won a prize will be reassessed and up to 5 students will win merit prizes worth approximately \$100 each.
- Additionally, at the end of the year, all teachers who had at least 5 students submit entries will be entered into a randomized drawing for a prize of \$200.

Details of the Prize may change, based on availability. Sponsor reserves the right to substitute the Prize or portions thereof if Prize cannot be awarded as described. Sponsor will determine all elements of Prize in its sole discretion. Sponsor disclaims all and any liability for the actual provision, quality, or nature of any third-party product or service related to the Prize. Sponsor is not liable for injuries, losses, or damages of any kind arising from participation in this challenge and use of the Prize. Winner must comply with any third-party terms and conditions applicable to the redemption and use of the Prize. Winner is responsible for all applicable federal, state, and local taxes, as well as any other costs and expenses associated with the Prize. Winner forfeits any unused portions of the Prize. The awarding of any Prize is contingent on full compliance with these Official Rules. If a Winner is found to have violated the Official Rules or otherwise does not meet eligibility criteria, that Winner will forfeit the Prize and the Prize may be awarded to an alternate winner.

5. PRIVACY AND PUBLICITY. Except where legally prohibited, by entering and providing the required entry information, Entrant consents to be photographed by or on behalf of the Sponsor and permits Sponsor, NHEEP, and their parent corporations, subsidiaries, affiliates, agents, and assigns, to use Entrant's name, likeness, photograph, city or town of residence, Entry, and any materials Entrant submits to Sponsor ("Entrant Materials") in all media, throughout the World, in perpetuity, and for any purpose (including advertising, publicity, and/or trade purposes), without notice to Entrant and without further compensation. Entrants further agree that Sponsor and NHEEP may use their Entrant Materials and any other personally identifiable information collected or used in connection with the challenge in accordance with the NHSaves privacy policy. Entrants agree that Sponsor has the right to use the Entrant Materials in combination with such other material as Sponsor in its sole discretion shall determine, and that Entrants have no right of approval, claim to compensation or benefits claim,

including without limitation, claims based upon invasion of privacy, defamation, or right of publicity arising out of any use of Entrant Materials.

6. USE OF ENTRIES. By submitting an Entry, Entrant grants to Sponsor, NHEEP, and to its licensees, successors and assigns, and any person or entity acting on its behalf, the irrevocable license to use, publish, display, exploit, modify, edit, transmit, distribute, and otherwise use the Entry (including, without limitation, the submitted written and visual materials and video and audio recordings) in all media, throughout the World, in perpetuity, and for any purpose (including advertising, publicity, and/or trade purposes), without notice to Winner and without further compensation. By submitting an Entry, Entrant also represents and warrants that he/she has the right and authority to grant the license as described above.

7. RELEASE. Released Parties (as defined below) are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled entries or email for whatever cause or other errors whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the challenge. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by Website users, tampering, hacking, or by any equipment or programming associated with or utilized in the challenge. Released Parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this challenge or downloading materials from or use of the Website. Persons who tamper with or abuse any aspect of the challenge or Website, who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated Entries will be void. Sponsor reserves the right at its sole discretion to suspend, modify or terminate the challenge at any time and for any reason, including, but not limited to, if any portion of the challenge is, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, and, if terminated, Sponsor may select the Potential Winner based on the Judging Criteria from among all non-suspect, eligible Entries received for such drawing prior to action taken or as otherwise deemed fair and appropriate by Sponsor. By participating, Entrants agree that Sponsor, NHEEP, suppliers of the Prize, and their respective parents, affiliates, subsidiaries and advertising and promotion agencies and all of their respective officers, directors, employees, representatives and agents (collectively, "Released Parties") will have no liability whatsoever for, and shall be held harmless by Entrants against, any liability, for any injuries, losses or damages of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the prize or participation in this challenge. In the event of a dispute regarding Entries received from multiple users having the same email account, the authorized subscriber of the email account at the time of entry will be deemed to be the Entrant and must comply with these Official Rules. Authorized account subscriber is the natural person who is assigned the e-mail address by the internet service provider (ISP), online service provider, or other organization responsible for assigning e-mail addresses. Released Parties are not responsible for any unauthorized use of Entries by third parties. Any and all claims, judgments and awards will be limited to actual out-of-pocket costs incurred, including costs associated with participating in this challenge but in no event attorneys' fees

and under no circumstances will any Entrant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

8. GOVERNING LAW/JURISDICTION. The challenge and these Official Rules are governed by and shall be construed in accordance with the substantive laws of the State of New Hampshire and the United States of America. Except where prohibited, as a condition of participating in this challenge, Entrants agree that any and all disputes, claims and causes of action arising out of or connected with this challenge, the prizes awarded, or the determination of the Winner shall be resolved individually, without resort to any form of class action. Entrants further agree that in any cause of action, the Released Parties entire liability will be limited to the cost of entering and participating in the challenge, and in no event shall the Released Parties be liable for attorneys' fees and/or experts' fees and costs. By entering, Entrants waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages and further waive all rights to have damages multiplied or increased.

9. WINNER'S NAME. For the name of the Winner(s), check the NHEEP [website](#) or e-mail [info@nheep.org](mailto:info@nheep.org). Requests for Winner names must be received no later than July 1, 2020.