

## PECO Love LEDs Promotion TERMS AND CONDITIONS

PECO is seeking entries for its Love LEDs Drawing, February 1, 2020, through February 29, 2020. By submitting an entry, you (“you” or “Entrant”) are agreeing to the terms and conditions below (the “Rules”).

### No Purchase Necessary

- i. This Love LEDs Drawing (“Drawing”), also known as the “Love LEDs Promotion,” and the Entrant’s participation in it, is void where prohibited by law. PECO (“Sponsor” or “PECO”) is the Sponsor of this Drawing. This Drawing is subject to and shall comply with all applicable federal, state, provincial and local laws and applicable regulatory and industry rules, regulations and guidelines. Submission of an entry in this Drawing constitutes acceptance of these Rules and any terms, conditions, requirements and restrictions. **No purchase or payment of any kind is necessary to enter or win. The Entrant must visit a participating PECO Instant Lighting Discounts distributor or meet with a representative from the PECO Instant Lighting Discounts team or distributor staff for an entry form. The use of or payment for services from PECO or any of its affiliates (as defined below) does not in any way improve an Entrant’s chances of winning this Drawing.**

### Eligibility

- i. Entrants must be (a) at least 18 years old, (b) a legal resident of the United States, (c) an employee of a PECO commercial customer with a valid PECO commercial account number or, (d) a contractor serving PECO commercial customers. Not eligible to participate, enter or win are employees of PECO and participating PECO Instant Lighting Discounts distributors and their parent companies, subsidiaries and affiliates. Members of the employees’ immediate families (spouses, parents, siblings, wards, children and their respective spouses regardless of where they reside) and persons living in the same household of such employees, whether or not related, also are not eligible to participate, enter or win. By submitting a Drawing entry, each Entrant (1) agrees to abide by these Rules, (2) understands and agrees that the Drawing is subject to all applicable federal, state and local laws, rules and regulations, **(3) agrees that all disputes relating to this Drawing will be decided by the Sponsor at the Sponsor’s sole and absolute discretion and (4) understands that all decisions of the Sponsor will be final and cannot be contested.**

### Entry

- i. This Drawing may be entered only at a participating PECO Instant Lighting Discounts distributor location (find a location at [peco.com/LoveLEDs](http://peco.com/LoveLEDs)) or through a PECO Instant Lighting Discounts representative during operating business hours during the Drawing period of 12:01 a.m., February 1, 2020, to 11:59 p.m., February 29, 2020 (Eastern Standard Time). No purchase is necessary to enter this Drawing.
- ii. Incomplete entry forms may be invalidated at the Sponsor’s sole discretion. All entries will be reviewed by the Sponsor and may also be invalidated at the Sponsor’s sole discretion.

### Prizes and Conditions

- i. The winner of the Drawing shall receive the following:

- a) A total of 1,000 points, redeemable for a value of \$1.00 per point, or \$1,000 total, will be provided by the Sponsor through an online award website. The points will be redeemable for a \$1,000 gift card value from a select number of retailers.

The estimated retail value of the Prize as noted above excludes federal, state and local taxes. NEITHER THE SPONSOR NOR ANY OF THE SPONSOR'S AFFILIATES ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE PRIZE INCLUDING BUT NOT LIMITED TO ITS QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR CONDITION. THE SPONSOR AND ITS AFFILIATES MAKE NO REPRESENTATIONS AS TO SAFETY IN CONNECTION WITH THE PRIZE AND FULLY DISCLAIM ANY AND ALL LIABILITY IN CONNECTION WITH ANY LOSS THAT MAY BE SUFFERED BY ANY WINNER AND ANY PARTICIPANT. THE SPONSOR AND ITS AFFILIATES SHALL NOT BE RESPONSIBLE FOR ACTS OF GOD, ACTS OF TERRORISM, CIVIL DISTURBANCES, WORK STOPPAGE DELAYS, POSTPONEMENTS, INCLEMENT WEATHER, RESCHEDULING OR ANY OTHER NATURAL DISASTERS OUTSIDE THEIR RESPECTIVE CONTROL.

- ii. The Prize may NOT be sold, bartered, assigned, substituted or exchanged by the Winner. NO CASH SUBSTITUTIONS OR EQUIVALENTS OF THE PRIZE ARE ALLOWED.
- iii. The Sponsor reserves the right to disqualify any Entrants who fail to follow these Rules or who make any misrepresentations relative to this Drawing and redemption of the Prize.

#### Release

- i. By participating in this Drawing, the Entrant releases the Sponsor and its affiliates from any and all claims, damages or liabilities, including but not limited to bodily injury or death, arising from or relating to the Entrant's participation in the Drawing. By acceptance of the Prize, the Winner and participants agree to release Sponsor and its affiliates from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses to person or property resulting in whole or in part, directly or indirectly, from participation in the Drawing, from acceptance, possession, misuse or use of the Prize, or from any typographical or other error in the Rules in the offering and announcement of the Prize.
- ii. Under no circumstances will the Entrant be permitted to obtain any award for, and the Entrant hereby waives all rights to any claim for, punitive, incidental or consequential damages, or any other damages, including attorney's fees, other than the Entrant's actual out-of-pocket expenses (i.e., costs associated with entering this Drawing). **Furthermore, the Entrant agrees that any and all disputes and causes of action arising out of or connected with this Drawing and the Prize awarded will be resolved solely by Sponsor, will be final and binding, and will be without resort to any form of class action.**
- iii. The Winner will be required to execute an Affidavit of Eligibility, a liability release, a publicity release and other documents, including but not limited to tax documents, as applicable, except where prohibited by law. The Winner will solely be responsible for all applicable taxes on the value of the Prize and will be issued an IRS 1099-MISC tax form for the retail value of the Prize. By entering the Drawing, the Winner understands and acknowledges this tax responsibility.

### **Drawing Duration and Selection**

- i. All Drawing entries must be received by the entry deadline of 11:59 p.m., February 29, 2020.
- ii. The Winner is selected by drawing once the Sponsor collects all entries from all locations.
- iii. Winner notification: The Winner will be notified on or about mid-March 2020, by email or telephone using the contact information provided by the Entrant on the Drawing entry form. The Winner must contact the Sponsor to accept the Prize in accordance with the Prize acceptance instructions that will be provided to the Winner. The Winner will have five business days from notification by the Sponsor to claim the Prize. If the Winner fails to comply with the Prize acceptance instructions, or does not provide the Sponsor with the requested documents within five days of the Sponsor's request, the Sponsor may select an alternate winner.
- iv. At any time during the Drawing, if the entry portion of the Drawing is deemed unreliable for any reason, or in any way affects the administration, fairness, integrity or proper conduct of the Drawing, the Sponsor reserves the right, at its sole discretion, to terminate, modify or suspend the Drawing.
- v. As required by law, the Sponsor will disclose the name of the Winner to the public so that interested parties can verify that the Prizes were awarded.

### **Privacy Policy Regarding This Drawing**

- i. You will be required to enter a valid business email address, your business name, business phone number and name to enter this Drawing. PECO will use this information to administer this Drawing and by entering the Drawing, Entrants agree to receive periodic messaging from the Sponsor. Only employees who need to know this information will have access to it, and this information will not be sold to any other person or organization. You can review PECO's privacy policy by visiting [www.peco.com](http://www.peco.com).

### **Publicity**

- i. As a condition of entry to the Drawing and acceptance of the Prize, the Sponsor has the right to publicize the Winner of the Prize for any promotion or matter related to the Drawing. By accepting the Prize, the Winner consents fully and explicitly to the use of their name by Sponsor. The Winner may be required by the Sponsor to participate in a photo or video session. The Winner acknowledges and agrees that the Sponsor has the right to use their name and the publicity video or photos in any medium (including, but not limited to, television and the internet), and in any reasonable matter the Sponsor deems fit. The Winner agrees to make themselves available for publicity purposes without charge.

### **Release, Limitation of Liability, Indemnity and Disclaimer**

- i. The Sponsor is not responsible for any error, omission, interruption, lack of transmission, deletion, defect, delay in operation, communications line failure, theft, destruction or failure in communications for any Drawing entry form. This includes, but is not limited to, any unavailability in any computer network, server, telephone line or other connections, failed software or hardware transmissions, other errors of any kind, whether human, mechanical, or electronic, including lost, late, incomplete, damaged, stolen or misdirected Drawing entry forms. All Entrants agree to release, defend, indemnify and hold harmless PECO and its affiliates, as well as their respective directors, officers, agents, employees, attorneys and

shareholders from and against any and all claims, debts, liabilities, demands, obligations, costs, expenses, losses, actions, causes of action, judgment for damages, alleged claims or litigation arising out of, resulting from or in connection with the acceptance of the Prize or participation in the Drawing including, but not limited to, loss of income, personal injury, damage to any property or to the Prize, whether such damage is direct or consequential, foreseeable, due to some act or omission or otherwise. Neither the Sponsor nor any of its affiliates will be liable to any person for any loss or damage sustained or incurred if, for any reason, the Drawing is suspended, varied or terminated at any time, with or without warning or publicity. Neither the Sponsor nor any of its affiliates will be liable to any person for any loss or damage sustained or incurred arising from late, lost or misdirected Drawing entry forms. Neither the Sponsor nor any of its affiliates will be liable to any person for any loss or damage sustained or incurred arising from any change to the value of the Prize occurring between the date the Drawing began and the date the Prize is claimed.