

## Official Sweepstakes Rules – Duke Energy FL Clean Energy Connection Subscribers 2022

1. **Eligibility:** Entrants may participate in the Duke Energy Florida **Clean Energy Connection Subscribers** Sweepstakes (the “Sweepstakes”) by being a current residential or small medium business subscriber to Clean Energy Connection as of February 14, 2023, or by mailing in their entry as described in Section 5 below. Entrant is eligible to enter a drawing to win one prize (valued less than \$461). Participants must be at least 18 years old at the time of entry. Employees of Duke Energy and each of its respective related companies and agents, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible, nor are local government officials and employees in any of the eligible states, where such official or employee works with a government entity that receives energy or services from Duke Energy on a tariffed basis. Program eligibility is subject to all federal, state and local laws and regulations.

2. **Agreement to Official Rules:** By participating, entrant fully and unconditionally agrees to and accepts these Official Sweepstakes Rules (“Official Rules”) and the decisions of Sponsor, which are final and binding.

3. **Sponsor:** Duke Energy Florida, LLC, 299 First Avenue North, St. Petersburg, FL 33701 (“Duke Energy,” or the “Sponsor”).

4. **Timing:** The Sweepstakes begins at 12 a.m. Eastern Time (“ET”) on December 15, 2022, and ends at 12 a.m. on February 14, 2023 (the “Sweepstakes Period”), with a winner selected on February 15, 2023. The end of the Sweepstakes Period may be made earlier or extended by Sponsor in its sole discretion.

5. **To Enter:** All enrolled Clean Energy Connection subscribers, as of the Sweepstakes close date, will be automatically entered into the drawing. A participant may also enter into the Sweepstakes by legibly printing the entrant’s name, street address, city, country, postal code, telephone number, and complete email address on a 3-inch-by-5-inch (or 7.5-cm-by-12.5-cm) index card and mailing it to Duke Energy Clean Energy Connection Sweepstakes, Mail Code: NCRH-7, 400 S. Tryon Street, Charlotte, NC 28202. Participation is limited to one (1) entry per person, household, or email address, regardless of entry method. Proof of entry submission or sending will not be deemed to be proof of receipt by Sponsor. All entries become the exclusive property of Sponsor, and none will be acknowledged or returned. Use of any automated system to submit entries is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, or misdirected entries, all of which will be disqualified.

6. **Drawing:** Potential winner will be selected at the end of the Sweepstakes Period with the winner being selected at random from among all eligible entries received up to the drawing time. The drawing will be conducted by Duke Energy, whose decisions as to the administration of the Sweepstakes and the selection of the potential winner is final. The entrant selected must comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. The potential winner will be notified by email.

7. **Prizes:** One winner will receive a gift card valued at \$460. Only entries submitted during the applicable Sweepstakes Period are eligible to receive the prize. No substitution, assignment or transfer of prize is permitted, except by Sponsor, who reserves the right to substitute a prize with another prize of greater or comparable value. Any and all taxes and/or fees associated with prize receipt, redemption and use are the sole responsibility of each winner. Actual odds of winning depend upon the number of eligible entries received.

8. **Publicity:** Except where prohibited, participation in the Sweepstakes constitutes the winner’s consent to Sponsor’s use of his/her name, likeness, voice, opinions, biographical information, hometown and state for promotional purposes in any media without further payment or consideration.

9. **General Conditions:** Sponsor reserves the right to cancel, suspend or modify the Sweepstakes if fraud, technical failures or any other factor beyond Sponsor’s reasonable control impairs the integrity of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award prizes at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil law, and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

10. **Release:** By entering the Sweepstakes, entrant agrees to release and hold harmless Sponsor and each of its respective related companies, and each such company’s officers, directors, employees and agents (collectively, the “Released Parties”) from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt, redemption or use of any prize.

11. **Limitations of Liability:** None of the Released Parties is responsible for: (i) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (ii) the unavailability or inaccessibility of any transmissions, telephone, internet or mail service; (iii) unauthorized human intervention in any part of the entry process or the Sweepstakes; (iv) electronic or human error, which may occur in the administration of the Program or the processing of entries; or (v) any injury or damage to persons or property, including but not limited to entrant’s computer, hardware or software, which may be caused, directly or indirectly, in whole or in part, from entrant’s participation in the Program.

12. **Entrant’s Personal Information:** Information submitted by Entrants will be treated according to Sponsor’s Privacy Policy, available at <https://www.duke-energy.com/legal/privacy>. By participating in the Sweepstakes and providing any personal contact information, Entrants hereby agree to Sponsor’s collection and usage of their personal information and acknowledge that they have read and accepted Sponsor’s Privacy Policy.

13. **Winner’s List:** For Sweepstakes results, mail a self-addressed, stamped envelope to The Duke Energy CEC Program Winners, Mail Code: NCRH Floor 7, 400 S. Tryon Street, Charlotte, NC 28202. Requests must be received by the last day of the Program Period.

14. **Disputes:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the state of Florida without giving effect to any choice of law or conflict of law rules (whether of the state of Florida, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of Florida.

**NO PURCHASE NECESSARY. PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**