

**Crius Energy  
Charge to One Million  
Customers Sweepstakes  
OFFICIAL CONTEST RULES**

By entering the "Crius Energy® Charge to One Million Customers Sweepstakes" (hereafter, "Sweepstakes"), you consent to be bound by these Official Rules. Accordingly, you should read these rules carefully before entering the Sweepstakes.

NO PURCHASE OF GOODS OR SERVICES NECESSARY TO ENTER OR WIN. PURCHASING A PRODUCT WILL NOT HELP YOU WIN. VOID WHERE PROHIBITED BY LAW.

1. SWEEPSTAKES SPONSOR: The Sweepstakes is being conducted by Crius Energy, LLC ("Sponsor"), which is solely responsible for the Sweepstakes, the administration of these Official Rules, and the awarding of the Sweepstakes prizes.
2. ELIGIBILITY: **The Sweepstakes is open only to U.S. citizens or legal residents who are residents of the following states: California, Connecticut, Delaware, Illinois, Indiana, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, Ohio, Pennsylvania, Rhode Island, Texas, Virginia or the District of Columbia. Residents of any other state, including Florida, are excluded from this Sweepstakes. Valid only to residents who are 18 years of age or older, and meet and agree to all requirements contained in these Official Rules. Employees, officers, directors, agents and representatives of Sponsor, or its affiliates, subsidiaries, franchisees, wholesalers, retailers, distributors, suppliers, advertising and promotion agencies, (hereafter collectively, "Released Parties"), and each such individual's household and those living in their same households, whether or not related, are not permitted to enter the Sweepstakes and are not eligible to win a prize. Void outside the eligible areas specified above and where prohibited by law. All applicable federal, state and local laws apply.**
3. PROMOTION PERIOD; ENTRY DEADLINE: The promotion period will begin at 12:00 a.m. Eastern Time ("ET") on December 1, 2016 and end at 11:59 p.m. ET on January 31, 2017 ("Promotion Period"). The deadline for entry is 11:59 p.m. ET on January 31, 2017 (the "Deadline"). Absolutely no Entries will be accepted after the Deadline.
4. LIMIT OF ONE ENTRY PER PERSON: If multiple Entries are received, only the first Entry will be considered and subsequent Entries will be disqualified. All Entries become the property of Sponsor and will not be acknowledged. Released Parties are not responsible for late, lost, incomplete, stolen, misdirected, delayed, garbled, inaccurate, incorrect or undelivered Entries, or for telephonic, human or computer failures, problems or errors, interruptions in service due to system upgrades, repairs, modifications or other causes, failures or malfunctions of connections, phones, phone lines or telephone systems, traffic congestion on the Internet, technical or mechanical malfunctions, or other malfunctions or errors, whether caused by equipment, programming, human error or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors which may occur in connection with the administration of the Sweepstakes, or for printing, typographical, human or other errors appearing in these rules or other Sweepstakes -related materials or in connection with the processing of Entries. Sponsor reserves the right, in its sole discretion, to void any Entries of entrants whom Sponsor believes have attempted to tamper with or impair the administration, security, fairness or proper play of this Sweepstakes or are in violation of these Official Rules.
5. HOW TO ENTER: Provided you are an eligible participant, you will automatically receive one (1) Entry into the Sweepstakes ("Loyalty Entry") when you are a customer in good standing with any of Sponsor's family of brands including: Cincinnati Bell Energy, Comcast Energy Rewards, Everyday Energy, FairPoint Energy, Public Power, TriEagle Energy or Viridian Energy as of January 31, 2017 at 11:59pm ET. Provided you are an eligible participant, you may also submit one (1) Entry ("Mail-In Entry") by hand-writing your complete name (no initials), valid e-mail address, street address (P.O. Boxes not accepted), city, state, ZIP code, telephone number, and date of birth on a 3 ½ X 5" card and mail it with sufficient postage to: Crius Energy Charge to One Million Customers Sweepstakes, Crius Energy LLC, Corporate Communications Department, 535 Connecticut Ave., Norwalk, CT 06854. All Entries must be received by the Deadline above. By providing Sponsor with an email address, entrants are granting Sponsor permission to contact entrant via that email address to notify them in the event the entrant is selected as a winner. Any Entry not containing all required information shall be deemed incomplete

and not a valid Entry. The winners must be 18 years of age or older. Receipt of entries will not be acknowledged. Sponsor shall have the right to require proof of identity and/or eligibility in a form determined by Sponsor (including, without limitation, a government-issued photo identification). Loyalty Entries and Mail-In Entries are herein referred to each as an "Entry" or collectively as "Entries."

6. PRIZE DESCRIPTIONS, VALUES AND SCHEDULE: Thirty-three (33) winners will be selected randomly at Sponsor's headquarters through a random number generator. The winners will be announced on or about February 8, 2017 on Sponsor's website and social media pages. Sponsor shall also contact the winners by email at the email address they provide. The following is additional information about the prizes:

Description: The randomly selected winners will each receive an energy bill credit in the amount of \$500. Please allow 1 to 3 billing cycles for credit to appear. Cannot be combined with any other offer. Winners who are not customers of the Crius Energy family of brands will receive a check for \$500 within 90 days of the drawing date.

Drawing Date: The winners will be announced on or about February 8, 2017.

Drawing Location: Norwalk, Connecticut

Estimated Value of each prize: \$500.00

Total ARV of all prizes is: \$16,500

Odds of Winning: Odds of winning depend upon the number of eligible Entries received.

7. PRIZE CONDITIONS: All prize details not specified in these Official Rules will be determined in Sponsor's sole discretion. The winners of the Sweepstakes will be contacted by email. If Sponsor is unable to reach the potential winner(s) within seven (7) days after attempting to do so or any potential winner does not respond according to the instructions in Sponsor's notification, that person will become ineligible for a prize and an alternate winner or winners will be selected. The drawing will be conducted under the supervision and in the sole discretion of the Sponsor. The Sponsor reserves the right to substitute a prize for another prize of equal or greater value at any time. All taxes imposed on any prize (e.g., under federal or state tax laws) are the sole responsibility of the winner. All ownership rights in and to the name and marks used in, on or to describe the prizes are reserved to the owner thereof. If a winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and Sponsor will have no further obligation with respect to that prize or portion of the prize.

Use of Data: Sponsor will collect personal data about entrants. By participating in the Sweepstakes and providing this information, entrants hereby agree to Sponsor's collection and usage of their personal information. Personal data may be shared with a third party for purposes of selecting the winners. By entering this Sweepstakes, you agree to sign an affidavit of eligibility, liability release, consent form, and publicity release prior to receiving your prize if you win. All information will be treated in conformity with Sponsor's privacy policy, which may be found here: <http://www.criusenergy.com/privacy-policy/>

8. LIMITATION OF LIABILITY: The Sweepstakes is run by Sponsor, who is solely responsible for conducting the Sweepstakes and awarding the prizes. Entrants agree that the Released Parties are not responsible for late, lost, damaged, or misdirected Entries, or any technical malfunctions of the telephone network and/or transmission line, computer online system, computer equipment, hardware, software, or any email failure, including failure due to traffic congestion on the Internet or website, or any combination thereof, or any Entries that are late (including delayed data transmissions), tampered with, garbled, incomplete, misdirected, lost, mutilated, delayed, corrupted, mechanically duplicated, illegible, or otherwise not in compliance with these Official Rules. The Sponsor reserves the right to modify, suspend, or cancel the Sweepstakes in the event of significant technical difficulties, including those caused by viruses, hacking, unauthorized intervention or fraud. Released Parties are not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes, or in the announcement of any prize. The value of any prize is based upon good faith estimate by Sponsor as of the date the Sweepstakes was commenced. The Sponsor assumes no responsibility for changes in market conditions that may impact the value of a prize. There is no guarantee that the IRS, or its counterpart in any jurisdiction, will accept the estimated value of any prize

for purposes of determining any tax that may be due by the winner. ENTRANTS HEREBY FULLY RELEASE THE RELEASED PARTIES FROM ANY AND ALL LIABILITY, DAMAGES, INJURIES, OR CLAIMS CAUSED BY OR RESULTING FROM THE USE OR POSSESSION OF ANY PRIZE AWARDED OR CAUSED BY OR RESULTING FROM PARTICIPATION IN THE SWEEPSTAKES OR ANY RELATED PROMOTION.

EACH ENTRANT AGREES TO RELEASE, HOLD HARMLESS AND INDEMNIFY EACH OF THE RELEASED PARTIES AND THE RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES AND AGENTS OF EACH FOR ANY LIABILITY WHATSOEVER FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH THE USE, ACCEPTANCE, POSSESSION, MISUSE OR AWARDED OF ANY PRIZE, WHILE PREPARING FOR, PARTICIPATING IN AND/OR TRAVELING TO OR FROM ANY PRIZE- OR SWEEPSTAKES - RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON OR PROPERTY. EACH WINNER AGREES THAT ANY PRIZE IS PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, THE RELEASED PARTIES ARE NOT RESPONSIBLE IN ANY WAY FOR ANY ADDITIONAL EXPENSES, OMISSIONS, DELAYS, OR RE-ROUTING RESULTING FROM ANY ACTS OF ANY GOVERNMENT AUTHORITY, OR THIRD PARTY. EACH WINNER ACKNOWLEDGES THAT HE/SHE IS SOLELY RESPONSIBLE FOR ANY ACTIONS, CLAIMS OR LIABILITIES OF HIS/HER GUEST (IF ANY) RELATED TO ANY SWEEPSTAKES-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY ACTIONS, CLAIMS OR LIABILITIES RELATED TO THE GUEST'S USE OF OR PARTICIPATION IN THE PRIZE.

Without limiting any other provision in these Official Rules, the Released Parties are not responsible or liable to any entrant or winner or any person claiming through such entrant or winner for failure to supply the prize or any part thereof in the event that any of the Sweepstakes activities or the Released Parties' operations or activities are affected, as determined by the Released Parties in their sole discretion, including, without limitation, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, 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 law, rule, regulation, order or other action adopted or taken by any governmental, federal, state or local government authority, or any other cause, whether or not specifically mentioned above.

9. **TAX LIABILITY:** The winners may owe federal state, and/or local taxes on the value of their prize. All federal, state, and local taxes are the sole responsibility of the winner. The winners are responsible for providing Sponsor with any information it requires in order to provide necessary tax documents to the winners or tax-related information to federal, state, or local authorities.

10. **BINDING ARBITRATION:** Except where prohibited by law, any controversy or claim arising out of or relating to this Sweepstakes shall be settled by binding arbitration in Hartford, CT, or at such other location as may be mutually agreed upon by the parties. The arbitration will be conducted by: (i) a neutral third party arbitrator mutually agreed upon by you and Sponsor; or (ii) the American Arbitration Association (the "AAA"). The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the AAA, as modified by this Agreement. Where the terms of this agreement to arbitrate conflict with the AAA Rules, the terms of this agreement to arbitrate shall override and govern. The arbitrator is bound by the terms of this agreement to arbitrate. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. If your claim is for \$10,000 or less, the Sponsor agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. All fees, including attorney's fees, will be allocated in

accordance with the AAA Rules. An arbitration award and any judgment confirming it apply exclusively to the specific case. The arbitration award and judgment cannot be used for any other case except to enforce the award itself. Under no circumstances shall Entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, and Entrant waives all rights to have damages multiplied or increased.

THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL capacity, and not as a plaintiff or class member in any purported class or representative proceeding. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. Do not enter this sweepstakes if you do not agree to have any claim or controversy arbitrated in accordance with these official rules.

11. **GOVERNING LAW:** All federal, state, and local laws and regulations apply. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the Entrant and Released Parties in connection with the Sweepstakes, shall be governed by, and construed in accordance with the laws of the state of New York without giving effect to any choice of law or conflict of laws.
12. **SPONSOR CONTACT INFORMATION:** If you wish to receive the winners' names, have questions about the Sweepstakes, do not want to receive future Sweepstakes or mailings, specify your request and write to: Sponsor, Crius Energy LLC, 535 Connecticut Ave., Norwalk, CT 06854.