

## **El Paso Electric - Energy Savings Champion Contest Participant's Disclaimer**

By participating in the Energy Savings Champion Contest offered by El Paso Electric ("EPE"), you, as a participant, acknowledge and agree to the following terms and conditions:

1. **Eligibility:** The Contest is open to all customers of EPE who are legal residents of the United States and are 18 years of age or older. Employees, officers, directors, and agents of EPE and their immediate family members are not eligible to participate.
2. **Contest Period:** The Contest begins on May 12, 2025 and ends on August 31, 2025. Entries received after the end of the Contest period will not be eligible for consideration.
3. **Registration and Profile Creation:** To participate in the Contest, you must register on the designated website provided by EPE and create a user profile. You agree to provide accurate, complete, and up-to-date information during the registration process.
4. **Energy Savings Actions:** Participants are required to undertake energy savings actions such as reducing energy consumption, improving energy efficiency, and adopting sustainable practices. Participants must provide proof of their actions along with their submission. Eligible actions and required proof will be specified by EPE.
5. **Submission and Selection Process:** Participants must submit their monthly energy savings actions and proof through the designated website by the specified deadline each month. Winners will be selected randomly from the eligible entries received during each monthly contest period. The number and value of prizes to be awarded will be determined by the tier level as announced by EPE.
6. **Prizes:** The winners of the Contest will be awarded prizes as specified in each tier. The prizes are not transferable, exchangeable, or redeemable for cash. EPE reserves the right to substitute any prize with another of equivalent value at its discretion.
7. **Rights and Permissions:** By participating in the Contest, you grant EPE the right to use your name, profile information, and any content submitted for marketing and promotional purposes related to the Contest, without any further compensation.

8. **Limitation of Liability:** EPE and its respective directors, officers, agents, and employees shall not be liable for any loss, damage, claim, or injury arising out of or in connection with participation in the Contest or acceptance, use, or misuse of any prize.
9. **Modification or Termination:** EPE reserves the right to modify, suspend, or terminate the Contest or any part thereof at any time without prior notice.
10. **Governing Law:** This Contest shall be governed by and construed in accordance with the laws of the state of Texas, without regard to its conflict of laws principles.
11. **Prize Claiming:** The winners of the Energy Savings Champion Contest will be notified through the contact information provided during registration. Winners must respond within 48 hours of receiving the notification to claim their prize. Failure to respond within the specified time period may result in disqualification, and an alternate winner may be selected at the sole discretion of EPE.
12. **Prize Delivery:** Prizes will be delivered to the winners via the method deemed appropriate by EPE. EPE will not be responsible for any loss, damage, or delay in the delivery of prizes.
13. **Unclaimed Prizes:** If a prize remains undeliverable for any reason, after reasonable efforts have been made to contact the winner, EPE may, at its discretion, select an alternate winner or forfeit the prize. Undelivered prizes will not be awarded after 7 days from the date of initial notification.
14. **Prize Disputes:** In the event of any dispute regarding the awarding of prizes or the interpretation of these terms and conditions, the decision of EPE shall be final and binding.

Please ensure that you carefully read and understand the terms and conditions provided above before participating in the Energy Savings Champion Contest. By participating in the Energy Savings Champion Contest, you agree to comply with all the terms and conditions outlined above.