

OFFICIAL RULES PARTICIPANTS MUST BE 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. PARTICIPANTS MUST BE CUSTOMERS OF CHELAN COUNTY PUBLIC UTILITY DISTRICT (PUD). This Drawing is in no way sponsored, endorsed or administered by, or associated with Apple, Inc.

1. **PROMOTION PERIOD:** The Service Center iPad drawing promotion begins on Tuesday, February 19, 2019, at 1 p.m. Pacific Time and ends on Monday, April 1, 2019 at 8 a.m. Pacific Time (the "Promotion Period"). Entry in this Drawing does not constitute entry into any other promotion or contest. By participating in the Drawing, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Chelan County Public Utility District, 327 N. Wenatchee Ave., Wenatchee, WA 98801 (the "Sponsor") whose decisions shall be final and legally binding in all respects.

2. **ELIGIBILITY:** The Drawing is open to all Chelan County Public Utility District customers eighteen (18) years of age or older who have submitted comments or completed a survey pertaining to the PUD's Service Center. Employees, officers, and directors of Sponsor (collectively, the "Promotion Entities"), and each of their immediate family members (as defined by the IRS) and/or people living in the same household are not eligible to participate. This Drawing is subject to all federal, state, and local laws and regulations.

3. **HOW TO ENTER:** During the Promotion Period, Chelan County PUD customers may enter the Drawing by submitting a hard-copy comment card or completing the online survey pertaining to the PUD's Service Center. Limit: One (1) entry per address during the Promotion Period. Sponsor's computer will be the official timekeeper for all matters related to this Drawing. Entries that are incomplete, garbled, corrupted, or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion, are void and will not be accepted. In case of a dispute over the identity of an entrant, the account holder associated with the Chelan County PUD account number used to enter will be deemed to be the entrant.

4. **PRIZE:** Only the prize listed below will be awarded in this Drawing. One (1) Grand Prize: New Apple iPad (Latest Model), 32GB Wi-Fi, Space Gray. Approximate retail value \$310. A random drawing will be conducted from all eligible entries received on or about April 1, 2019. Winner is responsible for any and all local, state and/or federal taxes, as well as any other costs and expenses not specified herein as being awarded. Prize is non-assignable and non-transferable and has no cash value except at the sole discretion of the Sponsor who reserves the right to substitute a prize of comparable or greater value, at its sole discretion.

PRIZE NOTES: Prize will be awarded only if the potential winner fully complies with these Official Rules.

5. **WINNER NOTIFICATION:** Conduct of the Drawing is under the supervision of the Sponsor. Potential winner will be notified by mail, email or phone using the contact information provided at the time of entry. Sponsor shall have no liability for any potential prize winning notification that is lost, intercepted or not received by any potential winner for any reason. If, despite reasonable efforts, any potential winner does not respond within (5) days of the first notification attempt, or if the prize notification is returned as unclaimed or undeliverable, such

potential winner will forfeit his or her prize and an alternate winner may be selected. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected.

GENERAL PRIZE RESTRICTIONS/CONDITIONS: BY ENTERING, EACH ENTRANT AGREES for entrant and for entrant's heirs, executors, and administrators (A) to release and hold harmless Promotion Entities and their respective officers, directors, and employees (collectively, "Released Parties") from any liability, illness, injury, death, loss, litigation, or damage that may occur, directly or indirectly, whether caused by negligence or not, from such entrant's participation in the Drawing and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (B) that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose; and agree to be bound by these Official Rules and to waive any right to claim any ambiguity or error therein or in the Drawing itself, and to be bound by all decisions of the Sponsor, which are binding and final. Failure to comply with these conditions may result in disqualification from the Drawing at Sponsor's sole discretion.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

6. PUBLICITY RELEASE: Acceptance of any prize constitutes winner's permission for the Promotion Entities to use winner's name, photograph, image, likeness, statements and complete address (collectively, the "Attributes"), for advertising and/or publicity purposes and in all forms of media now known or hereafter devised, in perpetuity, without further compensation or authorization, (except where prohibited by law), and winner releases the Promotion Entities from all claims arising out of the use of such Attributes.

7. DISQUALIFICATION/FORCE MAJEURE: Sponsor is not responsible for lost, late, misdirected, illegible, incomplete, or inaccurate submissions or prize notifications. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Drawing, to be acting in violation of these Official Rules, or to be acting in a disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Drawing, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor reserves the right to modify, extend, suspend, or terminate the Drawing if it determines, in its sole discretion, that the Drawing is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Drawing as contemplated herein. In the event an insufficient number of eligible entries are received and/or

Sponsor is prevented from awarding prizes or continuing with the Drawing as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then Sponsor shall have the right to modify, suspend, or terminate the Drawing. If the Drawing is terminated before the designated end date, Sponsor will select the winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

8. LIMITATION OF LIABILITY: Sponsor and the Promotion Entities are not responsible for, and entrant hereby releases them from any claims arising from: (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 or telephone or Internet service; (iii) unauthorized human intervention in any part of the entry process or the Drawing; (iv) electronic or human error which may occur in the administration of the Drawing or the processing of entries; (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 Drawing or (vi) use of any prize.

9. DISPUTES: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Drawing or any prize awarded shall be resolved individually and (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Drawing, but in no event attorneys' fees; and (3) unless otherwise prohibited, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Drawing, shall be governed by, and construed in accordance with, the laws of the State of Washington.