

## Official "Energy Efficiency Program" Rules

1. **Eligibility:** The Alpha Gas & Electric Energy Efficiency Program ("**Program**") is open to new active Alpha Gas & Electric LLC ("Alpha") residential customers, with no pending drop request, rejection language, or any other protocol or procedure initiated to end the relationship between Alpha and the customer, and who sign up for Alpha's services through door-to-door marketing during the Program Period ("**Participant**"). The Program is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law.
2. **Sponsor:** The Program is sponsored by Alpha Gas & Electric LLC ("**Alpha**" or "**Sponsor**"), Alpha Gas & Electric, 12 College Rd, Suite 100, Monsey, NY 10952.
3. **Binding Agreement:** In order to enter the Program, you must agree to these Official Rules ("**Rules**"). The Rules consist of the terms and conditions on this page. Because these Rules form a legally binding agreement with respect to this Program, please read them carefully. If you do not agree to the Rules, you are not eligible to participate in the Program. You agree that participation in the Program constitutes your agreement to these Rules.
4. **Program Period.** Program begins at 12:00 am Eastern Standard Time (EST) on May 20, 2019 and ends at 11:59 pm EST on December 31, 2019.
5. **How the Program Works.** If Participant sends in the Notification Form below these Terms & Conditions within 60 days after a Participant receives their 4<sup>th</sup>, 8<sup>th</sup>, and 12<sup>th</sup> invoice with Alpha's charges, Alpha will send Participant their choice of either four (4) LED lights bulbs or one (1) Smart Plug, or one (1) Bluetooth Speaker LED Bulb ("**Product**") to the service address listed on the customer's account. A limit of one (1) Product will be sent per Participant, a maximum of two (2) Products per household if you have both a gas and electric account with Alpha.
6. **Requirements of Participants.** Participants must continue to comply with the Official Rules and participating is contingent upon fulfilling all requirements. Participant must still be an active customer of Alpha, with no pending drop language on their account at the time Alpha fulfills the Product shipment in order to receive the Product.
7. **Notifications.** By agreeing to these Rules, you are agreeing to be contacted about promotions, contract modifications, and other notifications. Notifications may be sent out by mail, email, or phone. By agreeing, you certify that you are over 18 years of age and (a) you are the account holder or (b) you have the account holder's permission to do so.
8. **Participant Acceptance/Termination.** Alpha will make all determinations regarding the eligibility of Participants. Alpha may terminate your participation in the Program or cancel the entire Program at any time for any reason or no reason.
9. **Trademarks.** Your status as a Participant in the Program does not entitle you to use any trademarks, copyrighted materials, patents, names, logos or other intellectual property owned or licensed by Alpha or its respective affiliates
10. **Disclosure of Account Information.** Any personal data (for example name, telephone/account number, or e-mail address) that you give to Alpha will be governed by Alpha's Privacy Policy, which is hereby incorporated into these Rules by reference. You authorize Alpha to disclose necessary information that you have provided to third parties, or information that Alpha has obtained about your Account: (i) to agents of Alpha or its affiliates, such as independent auditors, consultants or attorneys; (ii) to comply with government agency or court orders or requests; or (iii) where it is necessary for fulfillment with third party suppliers.
11. **Limitation of Warranty.** THE PROGRAM IS BEING PROVIDED TO PARTICIPANT "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY OR CONDITION. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALPHA EXCLUDES ALL CONDITIONS, REPRESENTATIONS, WARRANTIES AND OTHER TERMS WHICH MIGHT OTHERWISE BE IMPLIED INTO OR INCORPORATED INTO THIS AGREEMENT, WHETHER BY STATUTE, COMMON LAW OR OTHERWISE, WITH RESPECT TO THE PROGRAM, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES AND TERMS AS TO

MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR ANY PARTICULAR PURPOSE AND IMPLIED WARRANTIES AND TERMS ARISING FROM THE COURSE OF DEALING OR COURSE OF PERFORMANCE. YOU ACKNOWLEDGE THAT YOU HAVE NOT RELIED UPON ANY REPRESENTATION, WARRANTY OR OTHER ASSURANCE GIVEN OR MADE BY OR ON BEHALF OF ALPHA PRIOR TO THIS AGREEMENT AND YOU WAIVE ALL REMEDIES WHICH, BUT FOR THIS SECTION 11, MIGHT OTHERWISE BE AVAILABLE TO YOU IN RESPECT OF SUCH REPRESENTATION, WARRANTY OR OTHER ASSURANCE. ALPHA DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE QUALITY OF, OR ACCURACY OF ADVERTISEMENTS FOR ANY MERCHANDISE, PRODUCTS, OR SERVICES OFFERED OR PROVIDED IN CONJUNCTION WITH THE PROGRAM. ALPHA DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS THAT ITS WEBSITE IS FREE OF DESTRUCTIVE MATERIALS. IN ADDITION, ALPHA DOES NOT WARRANT THAT ACCESS TO THIS SITE WILL BE UNINTERRUPTED OR ERROR-FREE, AND ALPHA ASSUMES NO RESPONSIBILITY FOR ANY LOSS OR DAMAGE CAUSED BY YOUR ACCESS, OR INABILITY TO ACCESS, THIS SITE.

12. **Limitation of Liability.** ALPHA SHALL NOT BE LIABLE FOR ANY DAMAGES, CLAIMS OR LOSSES INCURRED (INCLUDING WITHOUT LIMITATION COMPENSATORY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING ANY DAMAGES FOR LOSS OF INCOME OR PROFITS)), HOWEVER CAUSED AND WHETHER ARISING BY STATUTE, COMMON LAW OR OTHERWISE IN REFERENCE WITH: (I) THE PROGRAM; (II) ANY FAILURE, DELAY, OR DECISION BY ALPHA IN ADMINISTERING THE PROGRAM; (III) THE USE OR INABILITY TO USE THIS WEBSITE; OR (IV) THE PURCHASE OR USE OF ANY MERCHANDISE, PRODUCTS, OR SERVICES OF OFFER PARTNERS OR SUPPLIERS, EVEN IF ALPHA, OR REPRESENTATIVES THEREOF, ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS, OR LOSSES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
13. **Termination or Changes to the Program.** Alpha reserves the right to terminate the Program at any time without notice. Notification of Program termination may be publicized on the Program website. Alpha will not be responsible for failing to notify you of Program termination. Alpha may modify these Rules from time to time, with or without notice, and your continued participation in the Program after such modification shall be deemed to be your acceptance of any such modification. It is your responsibility to check the Terms and Conditions page of the Program website regularly to determine whether this Agreement has been modified. If you do not agree to any modification of this Agreement, you must immediately cease participation in the Program.
14. **Fraud; Termination of Participation.** a. Participation in the Program is subject to the Program Rules. Any failure to comply with the Program Rules, any fraud or abuse or any misrepresentation of any information furnished to Alpha or its affiliates by you, or anyone acting on your behalf, may result in the termination of your Participation in the Program and cancellation of Products earned. In the event of fraud, misconduct, or suspected fraud or misconduct by you or anyone acting on your behalf, Alpha reserves the right to forward this information to the proper authorities.
15. **Disputes/Errors.** All questions or disputes regarding the Program, including without limitation, questions or disputes regarding eligibility for the Program or redemption, must be submitted in writing within 90 days of the qualifying transaction, to Alpha, at Alpha's mailing address. Any such disputes shall be resolved by Alpha at its sole discretion. All interpretations of Program Rules shall be at the sole discretion of Alpha. In the event that an error is made by Alpha, such error shall not constitute a breach of this Agreement.

16. **Indemnification.** By participating in the Program, you agree to and will indemnify and hold Alpha, its parent and their respective affiliates harmless from and against any and all damages, costs, expenses, claims or liabilities of any kind, including third party claims, whether pending or threatened, including without limitation, attorneys' fees and court costs, incurred by any of them arising out of or related to your participation in the Program or breach of these Program Rules.
17. **Acceptance and Jurisdiction.** By participating in the Program, you agree that you have read, understand and will abide, and be bound, by these Program Rules. These Program Rules shall be governed in all respects in accordance with the laws of the State of New York without regard to the conflict or choice of law rules thereof. The federal and state courts located in New York shall have exclusive jurisdiction over any dispute arising hereunder and by participating in the Program you consent to same. If any provision of this Agreement is found invalid or unenforceable, that provision shall be enforced to the maximum extent possible, and the other provisions contained herein will remain in full force and effect. The failure by Alpha to insist upon or enforce strict performance of any provision of the Agreement shall not be construed as a waiver of any provision or right. This Agreement constitutes the entire agreement between you and Alpha with respect to the Program.
18. **General.** You may not assign the right to participate in the Program to any other party. Alpha may assign these Program Rules or assign or delegate any of its rights or responsibilities hereunder to independent contractors or other third parties. Alpha shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and executed by an authorized representative of MES. No delay or omission by Alpha in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

### Notification Form

Full Name:	Utility:
Address:	Account Number:
Email:	Phone Number:
Place "X" next to the Product you would like (Only choose one (1) option): <input type="checkbox"/> four (4) LED lights bulbs; <input type="checkbox"/> one (1) Smart Plug; <input type="checkbox"/> one (1) Bluetooth Speaker LED Bulb	Time Period Billing Dates: From ____/____/____ to ____/____/____