

## 2021 Climate Change Resolution Challenge Official Rules (“Official Rules”)

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

By participating in this 2021 Climate Change Resolution Challenge, I accept the terms and conditions set forth in these Official Rules. I confirm I am at least 18 years old. By participating in this 2021 Climate Change Resolution Challenge, I agree to sign up to receive newsletters and email notifications from MeterLeader LLC. (“MeterLeader”). MeterLeader, as sponsor and organizer of the 2021 Climate Change Resolution Challenge, has provided a reward and is responsible for operation of the Challenge. No Purchase Necessary. A Purchase Will Not Increase Your Chances of Obtaining the Reward. The Challenge is subject to federal, state, municipal, and local laws and regulations and is void where prohibited.

**Participant Eligibility:** 2021 Climate Change Resolution Challenge (the “Challenge”) is open to anyone who is at least eighteen (18) years of age, is the primary account holder of an active Pacific Gas & Electric (PG&E) residential electric and/or natural gas account, has been living at the address of the associated PG&E electric and/or natural gas account as their primary location of residence for at least 1 year, and has a valid email address. Participants who meet these requirements but have less than 1 year’s worth of electricity and/or natural gas data are still eligible to participate in the challenge, but will not be eligible to win a Reward.

**Sponsor:** The Challenge is sponsored and organized by MeterLeader (“Sponsor”).

**Agreement to Official Rules:** By entering the Challenge, you indicate your full and unconditional agreement to, and acceptance of, (a) these Official Rules and (b) Sponsor’s decisions, which are final and binding. Obtaining the reward is contingent upon fulfilling all requirements set forth herein.

**Challenge Period:** Unless otherwise specified, the Challenge begins at 12:00 AM PST on January 1, 2021 and ends at 11:59 PM PST on June 30, 2021 (“Challenge Period”). Participants may enter to participate in the Challenge anytime during the Challenge period. Participants may not enter the Challenge after the Challenge Period has ended. Participation in the Challenge may be capped at any time at MeterLeader’s sole discretion. Any participants trying to enter into the Challenge after a designated participation cap has been established and reached will be ineligible. MeterLeader is the official timekeeping device for the Challenge.

**How to Enter:** Prior to or during the Challenge Period, you can only enter the Challenge by visiting the website <https://www.meterleader.com/challenges/24/2021-climate-change-resolution-challenge> (the “Challenge Website”), and then joining the Challenge. In order to join the Challenge you must first sign up with MeterLeader. Next you must complete Utility Registration, which requires that you connect your PG&E electric and natural gas account with your MeterLeader account. There is a limit of one (1) entry per PG&E electric and natural gas account per participant. No other member of the PG&E electric account residence’s household is able to enter the Challenge, besides the primary PG&E electric account holder. Additional entries associated with the same PG&E electric and natural gas account or with the same user will not be acknowledged. The use of an agency or any automated system to enter is strictly prohibited and Sponsor reserves the right to disqualify any entries received through such methods, as determined by Sponsor, in its sole discretion.

By entering the Challenge in accordance with the entry process described above, you will be registering to receive email communications from MeterLeader, and agreeing that your registration and any other information collected in connection with the Challenge may be used by MeterLeader in accordance with their Privacy Policy, a current copy of which can be found here <http://www.meterleader.com/privacy>.

**Challenge Objectives:** Individual Challenge participants are encouraged to reduce carbon emissions (pounds) from their home energy usage by at least 15% during the Challenge period, as compared to their home energy use carbon emissions during the time period: January 1, 2020 - June 30, 2020.

Challenge participants are also encouraged to contribute in achieving 12,000 pounds of carbon emission reductions. Collective carbon emission reductions is the summation of all the individual Challenge participants' carbon emission reductions. Individual carbon emission reductions are calculated based on the difference between individual Challenge participants home energy use carbon emissions during the Challenge Period, and their carbon emissions during the period: January 1, 2020 - June 30, 2020. MeterLeader is solely responsible for carbon emission reduction calculations associated with the Challenge. After the Challenge Period, on or about July 15, 2021, Sponsor will determine who receives the reward.

**Reward:** The first place winner will win one (1) \$200 REI Gift Card. Second place winner will win (1) \$100 Earth Hero Gift Card. Third place winner will win (1) \$50 Package Free Shop Gift Card.

**Selection Process:** Winners will be chosen based on the top participants who achieve the greatest carbon emission reductions as shown in the leaderboard rankings of the challenge page. Carbon emission reductions must be greater than 0% to be considered as a winner. On or prior to July 15, 2021, MeterLeader will announce winners.

**Notification and Requirements of Reward:** Sponsor will attempt to notify the potential winner(s) within the month of July 2021 by email. If a potential winner does not respond within seven (7) calendar days after the notice is sent, the Sponsor will select an alternate potential winner. Only five (5) alternate potential winners will be contacted. Winner agrees to cooperate fully with MeterLeader in confirming that they meet all eligibility criteria, which includes providing information requested by MeterLeader, including, but not limited to, full legal name and address, return an affidavit of eligibility, and liability/publicity release. If a potential winner fails to sign and return these documents within the notified time period, an alternate potential winner may be selected in his/her place. Only five (5) alternate potential winners may be contacted.

MeterLeader and Sponsor are not responsible for illegible, lost, late, incomplete, misdirected, or undeliverable email or other forms of communication. MeterLeader and Sponsor is not responsible for responsible for any delays, damage in the delivery of the reward, and/or loss of any reward in connection with delivery of the reward via mail or email.

**Winner Promotion:** By accepting the Reward, you agree that MeterLeader can use your name, address (city and state), photograph, voice and/or likeness and Reward information for promotional purposes in advertising, trade, and promotional materials for MeterLeader, in any form of media, and that MeterLeader can do so without any additional compensation. This only applies unless otherwise prohibited by law.

**General Conditions:** In the event that the operation, security, or administration of the Challenge is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, Sponsor may, in its sole discretion, suspend the Challenge to address the impairment and then resume the Challenge in a manner that best conforms to the spirit of these Official Rules. 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 Challenge or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Challenge may be 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. Failure by Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that communication by Sponsor. In the event of a dispute as to any online entry, the authorized account holder of the email address used to enter will be deemed to be the participant. The "authorized account holder" is the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address.

**Release and Limitations of Liability:** By participating in the Challenge, you agree to release and hold harmless Sponsor and their respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Challenge or receipt or

use of reward, including, but not limited to: (a) unauthorized human intervention in the Challenge; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) errors in the administration of the Challenge or the processing of participant's electric utility data; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participant's entry in the Challenge or receipt or use of the reward. You further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Challenges, and in no event shall the Released Parties be liable for attorney's fees. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

**Privacy and Use of Information Submitted; Publicity:** Any information you submit as part of the Challenge will be used for purposes of this Challenge and treated in accordance with Sponsor's Privacy Policy as otherwise set forth in these Official Rules. Except where prohibited, participation in the Challenge constitutes an participant's consent to Sponsor's use of his/her name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any media without further payment or consideration.

**Use of Entrant Information:** By entering the Challenge, you acknowledge and agree that Sponsor will use Participant's information, including, without limitation, your e-mail address, for general solicitation, marketing, or other business or promotional activities in connection with the services and products provided by Sponsor. You may at any time revoke the use of such information by providing written notice to Sponsor or by responding to a marketing email using the unsubscribe link provided in the email. Please note that your opt-out preference will apply to marketing communication and may not apply to transactional communication including those associated with your participation in the Challenge.

**Disputes:** Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Challenges or any reward awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Los Angeles, CA. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Challenge, shall be governed by, and construed in accordance with, the laws of CA, without giving effect to any choice of law or conflict of law rules (whether of CA or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than CA.

**Results:** To view Challenge results after the Challenge Period has ended, go to <https://www.meterleader.com/challenges/24/2021-climate-change-resolution-challenge>