



## Commercial Kitchen Equipment **SWEEPSTAKES**

### Official Rules for the Commercial Kitchen Equipment Sweepstakes

#### No Purchase Necessary. A Purchase Will Not Increase Your Chances of Winning.

1. **Eligibility:** The Sweepstakes is open only to commercial entities or institutions that (a) have been National Grid commercial gas customers in New York City or Long Island since before November 1, 2020, (b) have a commercial kitchen, and (c) are not owned by an official or employee of New York state or municipal government. Individuals are not eligible; all prizes will be awarded exclusively to eligible organizations.
2. **Sponsor:** The Sweepstakes is sponsored by The Brooklyn Union Gas Company d/b/a National Grid NY and KeySpan Gas East Corporation d/b/a National Grid, (collectively, “National Grid” or “Company”). The Brooklyn Union Gas Company is a corporation duly organized and existing under the laws of the State of New York with its principal place of business at One Metrotech Center, Brooklyn, New York 11201. Keyspan Gas East Corporation is a corporation duly organized and existing under the laws of the State of New York with its principal place of business at 175 East Old Country Road, Hicksville, New York 11801.
3. **Entry Period:** The Sweepstakes begins at 8:00 AM ET on December 1, 2020, and ends at 5:00 PM ET on December 31, 2020 (the “Entry Period”). Entries submitted before or after the Entry Period will not be eligible. Sponsor’s computer is the official time-keeping device for the Sweepstakes.
4. **How to Enter:** Visit <http://nationalgrid.myenergysites.com/commercial-kitchen-sweepstakes-dny/>, complete the entry form, and submit. There is a limit of one (1) entry per company. By entering, you indicate that you and the company on whose behalf you are entering agree to these Official Rules and Sponsor’s decisions regarding the Sweepstakes, which are final and binding.
5. **Drawing:** On or about January 15, 2021, Sponsor will select up to one hundred (100) winners in a random drawing of all entries received (provided it has received a sufficient number of entries). The

odds of winning depend on the number of entries received. Sponsor will attempt to contact the potential winners within five (5) business days of the drawing.

6. **Potential Winner Requirements:** A company selected in the drawing may be required to complete and return a declaration of eligibility and a liability/publicity release. If the company fails to sign and return these documents within five (5) business days, an alternate company may be selected in its place in a random drawing of all remaining entries received. Only three (3) alternate potential winners may be contacted.
7. **Prizes:** Each winner will receive a \$5,000 credit to use towards the purchase of qualified natural gas-powered energy efficient commercial kitchen equipment through a participating Instant Rebates program distributor specified by Sponsor. Electric equipment is not eligible. The credit must be used by January 31, 2021 and can be applied towards qualifying energy efficient commercial kitchen equipment, delivery, and installation. Installation must occur in the winner's New York or Long Island commercial kitchen location by March 30, 2021 (though Sponsor reserves the right to delay installation if, in Sponsor's sole discretion, such a delay is necessary for health or safety reasons or to comply with government regulations or orders). If a winner's purchase (including all taxes, fees and installation charges) costs more than \$5,000, the winner is responsible for paying any additional amounts. If a winner's purchase costs less than \$5,000, the winner will forfeit the remainder of the credit. The prize does not include taxes; winners are responsible for paying any taxes on the prize. Any prize details not specified above will be determined by Sponsor, in its sole discretion. A winner may not request cash or a substitute prize; however, Sponsor reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason. The winner must be a National Grid commercial gas customer at the time award, and the equipment is to be installed at the commercial kitchen associated with the National Grid gas account noted on the entry form.
8. **General Conditions:** In the event that the operation, security, or administration of the Sweepstakes is impaired in any way, Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes; or (b) award the prizes at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the operation of the Sweepstakes, violates these Official Rules, or acts in an unsportsmanlike or disruptive manner. Sponsor reserves the right to seek damages from any person who seeks to undermine the legitimate operation of the Sweepstakes. Failure by Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Sweepstakes is subject to federal, state, and local laws and regulations and is void where prohibited.
9. **Indemnity, Release, and Limitations of Liability:** By entering the Sweepstakes, you on behalf of your company and its affiliates, and/or their respective officers, directors, employees, agents, representatives, contractors, servants and assigns irrevocably and unconditionally assume all risks and hazards, whether foreseen or unforeseen, related to or arising from the Sweepstakes and any prize awarded in connection herewith or therewith. You on behalf of your company and its affiliates, and/or their respective officers, directors, employees, agents, representatives, contractors, servants and assigns agree not to make a claim against, sue or bring any charges or cause(s) of action against, now or in the future, and to defend, indemnify, hold harmless, release, and forever discharge, Sponsor and its direct or indirect parents, subsidiaries and affiliates, or their respective officers, directors, employees, agents, contractors, servants and assigns (each, individually, a "Sponsor Party," and, collectively, "Sponsor Parties") for any claims, damages, costs, expenses (including reasonable legal fees and court costs), losses or injury including, without limitation, wrongful death and bodily injury, any injury to property, real or personal, whether known or unknown, brought by or for third parties (collectively "Damages") to

the extent arising out of, related to or in connection with the Sweepstakes and any prize awarded therewith including, but not limited to, Damages arising from (a) unauthorized human intervention in the Sweepstakes or any prize awarded, (b) technical errors related to computers, servers, providers, or telephone or network lines, (c) printing errors, (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Sweepstakes or any prize awarded, or (f) installation or use of the commercial kitchen equipment awarded as a prize or other item provided under the Sweepstakes. The Sponsor shall in no event be liable to the your company and its affiliates, and/or their respective officers, directors, employees, agents, representatives, contractors, servants and assigns for any incidental, consequential, special, contingent, multiple, or punitive damages in connection with the Sweepstakes or any prize awarded, including, without limitation, loss of profits, attorney's fees, or litigation costs for any actions undertaken in connection with or related to the Sweepstakes or any prize awarded, including without limitation damage claims based on causes of action for breach of contract, tort (including negligence), or any other theory of recovery.

10. **Privacy and Publicity:** Any information you submit as part of the Sweepstakes will used in accordance with Sponsor's [Privacy Policy](#). Sponsor will share information about the winners with a participating Instant Rebates program distributor for purposes of prize fulfillment. Except where prohibited, participation in the Sweepstakes constitutes your consent to Sponsor's use of your name, likeness, voice, and company information for promotional purposes in any media without further payment or consideration.
11. **Disputes:** Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in New York, NY. 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 the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of New York, NY, without giving effect to any choice of law or conflict of law rules (whether of New York, NY or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than New York, NY.
12. **Winner Information:** For the names of winners, contact us at <http://nationalgrid.myenergysites.com/commercial-kitchen-sweepstakes-dny/>.