

## **PRIME POWER CHOICE INCENTIVE - OFFICIAL RULES**

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE OBTAINING ANY MATERIALS, INFORMATION, PRODUCTS, OR SERVICES. BY PARTICIPATING IN THE PRIME POWER CHOICE PROGRAM, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS ("TERMS") AND OUR PRIVACY POLICY.

THESE TERMS INCLUDE AN ARBITRATION CLAUSE AND WAIVER OF YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE LAWSUIT. WE MAY MODIFY THESE TERMS FOR ANY REASON AT ANY TIME BY POSTING A NEWER VERSION TO OUR WEBSITE. ALL THIRD-PARTY CONTRACTS RELATED TO THE PRIME POWER CHOICE CONTRACT SHALL BE UPHELD IN CONJUNCTION WITH THESE TERMS AND CONDITIONS. ENTRANTS ARE RESPONSIBLE FOR READING AND AGREEING TO ALL AGREEMENTS RELATED TO THE PRIME POWER CHOICE INCENTIVE.

1. **PROMOTION DESCRIPTION:** The PRIME POWER CHOICE ELECTRIC VEHICLE HOME CHARGER INCENTIVE ("Incentive") begins on NOVEMBER 15, 2023, at 12:01 AM PST and ends on NOVEMBER 15, 2024, at 11:59 P.M. PST (the "Promotion Period"). Winners will be notified directly, announced on the PRIME website, and via social media.

The sponsor of this Incentive is PICO RIVERA INNOVATIVE MUNICIPAL ENERGY ("PRIME") ("Sponsor"). By participating in the Incentive, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. Sponsor is responsible for the submission or processing of entries and the overall administration of the Incentive. Entrants should look solely to Sponsor with any questions, comments or problems related to the Incentive. Sponsor may be reached by email at PRIMEINFO@PICO-RIVERA.ORG during the Promotion Period.

2. **ELIGIBILITY:** Open to ALL PRIME RESIDENTIAL CUSTOMERS who are 18 YEARS OF AGE OR OLDER (the "Entrant"). Sponsor, and their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies (the "Promotion Entities"), are ineligible to enter the Incentive or win a prize. This Incentive is subject to all applicable federal, state, and local laws and regulations and is void where prohibited or restricted by law.

3. **INCENTIVE:** Fifty (50) winners will receive [one (1) wall charger [Tesla Wall Connector] (approximate retail value or "ARV": \$475)]. The Incentive is solely for the

equipment itself and does not include any costs associated with its installation.

Only one prize per household and per customer account will be awarded. Prizes cannot be transferred, redeemed for cash, or substituted by winner. Sponsor reserves the right in its sole and absolute discretion to award a substitute prize at the discretion of the Sponsor if a prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The ARV of the prize represents the Sponsor's good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the prize turns out to be less than the stated ARV, the difference will not be awarded in cash. Sponsor makes no representation or warranty concerning the appearance, safety or performance of any prize awarded. Restrictions, conditions, and limitations may apply. Sponsor will not replace any lost or stolen prize items.

This Incentive is open to legal residents of the City of Pico Rivera, State of California, and Prize will only be awarded to addresses within said location. All federal, state, local taxes, fees, and surcharges are the sole responsibility of the prize winner. Failure to comply with the Official Rules will result in forfeiture of the prize.

**4. HOW TO ENTER:** Enter the Incentive during the Promotion Period online by finalizing and signing all relevant contracts related to the PRIME Power Choice program. Participants that exercise their Three-day Cancellation period (or Cool-Off Period) will result in forfeiture of the prize. To participate in the PRIME Power Choice Program, eligible customers can obtain more information or sign up at [POWEREDBYPRIME.ORG](http://POWEREDBYPRIME.ORG).

Only one entry per household, and per customer account will be counted. Automated or robotic Entries submitted by individuals or organizations will be disqualified. Internet entry must be made by the Entrant. Any attempt by Entrant to obtain more than the stated number of Entries by using multiple/different email addresses, identities, registrations, logins or any other methods, including, but not limited to, commercial contest/Incentive subscription notification and/or entering services, will void Entrant's Entries and that Entrant may be disqualified. Final eligibility for the award of any prize is subject to eligibility verification as set forth below. All Entries must be posted by the end of the specified Promotion Period in order to participate. Sponsor's database clock will be the official timekeeper for this Incentive.

**5. WINNER SELECTION:** The Winner(s) of the Incentive will be selected from the list of eligible sign-ups according to the order in which they signed up throughout the Promotion Period. The Sponsor or its designated representatives will receive notification of sign-ups monthly. Odds of winning will vary depending on the number of eligible

Entries received.

**6. WINNER NOTIFICATION:** Winner must complete Power Choice Program contract execution as referenced in Section 4 to win and collect prize. The winner will be notified by email at the email address provided in the Entry Information. Winners will be announced on the PRIME website and across social media. Potential Winner must accept prize in person as directed by Sponsor within one (1) year of Power Choice start of installation. Sponsor is not responsible for any delay or failure to receive notification for any reason, including inactive email account(s), technical difficulties associated therewith, or Winner's failure to adequately monitor any email account.

Any winner notification not responded to or returned as undeliverable may result in prize forfeiture. The potential prize winner may be required to sign and return an affidavit of eligibility and release of liability, and a Publicity Release (collectively "the Prize Claim Documents"). No substitution or transfer of a prize is permitted except by Sponsor or through the third-party contracts upheld by the PRIME Power Choice Program.

**7. PRIVACY:** Any personal information supplied by you will be subject to the privacy policy of the Sponsor posted at [WWW.POWEREDBYPRIME.ORG/PRIVACY-POLICY](http://WWW.POWEREDBYPRIME.ORG/PRIVACY-POLICY). By entering the Incentive, you grant Sponsor permission to share your name and any other personally identifiable information with the other Incentive Entities for the purpose of administration and prize fulfillment, including use in a publicly available Winner's list.

**8. LIMITATION OF LIABILITY:** Sponsor assumes no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Incentive; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, camera, computers or providers utilized in any aspect of the operation of the Incentive; (d) inaccessibility or unavailability of any network or wireless service, the Internet or website or any combination thereof; (e) suspended or discontinued Internet, wireless or landline phone service; or (f) any injury or damage to participant's or to any other person's computer or mobile device which may be related to or resulting from any attempt to participate in the Incentive or download of any materials in the Incentive.

If, for any reason, the Incentive is not capable of running as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect

the administration, security, fairness, integrity or proper conduct of this Incentive, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Incentive in whole or in part. In such event, Sponsor shall immediately suspend all drawings and prize awards, and Sponsor reserves the right to award any remaining prizes (up to the total ARV as set forth in these Official Rules) in a manner deemed fair and equitable by Sponsor. Sponsor and Released Parties shall not have any further liability to any participant in connection with the Incentive.

By signing this contract, the winner hereby waives any rights to litigate in court, file a class action suit, or settlement of dispute by arbitration.

**9. SOCIAL NETWORK DISCLAIMER:** Winners may be highlighted on several social network platforms. If you do not have an account, it is free to create one. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram, Twitter (X), or YouTube. You understand that you are providing your information to the Sponsor and not to Social Networks. By participating via the Social Network platform, participants are also subject to each respective Social Network data policy and terms of use.

**10. WINNER LIST/OFFICIAL RULES:** To obtain a copy of the Winner List or a copy of these Official Rules, please visit <https://www.pico-rivera.org/city-records/>.

**11. SPONSOR:** PICO RIVERA INNOVATIVE MUNICIPAL ENERGY, 6615 PASSONS BLVD., PICO RIVERA, CA 90660, [INFO@POWEREDBYPRIME.ORG](mailto:INFO@POWEREDBYPRIME.ORG), 562-942-2000.

**12. ADMINISTRATOR:** PICO RIVERA INNOVATIVE MUNICIPAL ENERGY, 6615 PASSONS BLVD., PICO RIVERA, CA 90660, [INFO@POWEREDBYPRIME.ORG](mailto:INFO@POWEREDBYPRIME.ORG), 562-942-2000