

PNM Easy Savings Sweepstakes

Official Rules

Please read the Official Rules of the PNM Easy Savings Sweepstakes (“Sweepstakes”). By entering the Sweepstakes, you agree to accept and comply with these official rules. Complete and return the brief PNM Easy Savings survey form and you will be automatically enrolled in the monthly drawings. There will be one winner each month, with drawings taking place monthly. You only need to enter once for a chance to win a \$100 gift card in each subsequent monthly drawing.

NO PURCHASE IS NECESSARY TO ENTER OR TO WIN AND A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. RECEIPT OF THE PNM EASY SAVINGS SURVEY FORM OR SELF ADDRESSED POSTCARD WITH THE PNM ACCOUNT NUMBER LISTED WILL AUTOMATICALLY ENTER YOU INTO THE SWEEPSTAKES. ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. THE ODDS OF WINNING DEPEND UPON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED DURING THE SWEEPSTAKES PERIOD. BY SUBMITTING THE PNM EASY SAVINGS SURVEY FORM OR SELF ADDRESSED POSTCARD WITH THE PNM ACCOUNT NUMBER LISTED, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THESE OFFICIAL RULES.

- 1. Sweepstakes Timing:** The Sweepstakes start at 12:01 a.m. Mountain Time on 1/1/2017 and ends at 11:59 pm Mountain Time on 12/31/19 (the “Sweepstakes Period”).

Eligibility: The Sweepstakes is only open to individuals who are legal residents of the U.S. and receive a PNM Easy Savings kit. Additionally, entrants must be at least eighteen (18) years of age at the time of entry to participate. Employees of Franklin Energy, (“FRANKLIN ENERGY”), and of the New Mexico Public Regulation Commission, Public Service Company of New Mexico (PNM) and their immediate family members (parents, children siblings or spouse, regardless of where they live) are not eligible to participate.

2. How to Enter

- a.** Enter by returning the PNM Easy Savings survey form to the PNM Easy Savings Customer Service Center, 976 United Circle, Sparks, NV 89431 during the Sweepstakes Period.
- b.** Enter by returning a self-addressed postcard with your PNM account number listed to the PNM Easy Savings Customer Service Center, 976 United Circle, Sparks, NV 89431 during the Sweepstakes Period.

Limit one (1) entry per eligible household. FRANKLIN ENERGY will not confirm receipt of entries for entrants. All entries submitted become the sole property of FRANKLIN ENERGY and will not be returned. By entering, the entrant: (i) represents that he/she is at least eighteen (18) years of age and otherwise eligible to participate in the Sweepstakes as provided in these Official Rules and (ii) fully and unconditionally agrees to and accepts these Official Rules and the decisions of FRANKLIN

ENERGY. Neither FRANKLIN ENERGY nor Utilities will have any liability for any entry that is lost, intercepted, or not received by the relevant personnel at the PNM Easy Savings Customer Service Center, nor is proof of submission of an entry considered proof of delivery or receipt of such entry.

- 3. Winner Selection:** One (1) winner will be selected each month from a random drawing from all eligible entries received at the PNM Easy Savings Customer Service Center by the last calendar day of the month. The random drawing each month shall occur on or before the tenth (10th) business day following the last calendar day of the previous month (e.g., on or before the tenth (10th) business day of August, 2017 for the month of July 2017). Eligible entries not selected during any month will remain eligible for selection through the duration of the Sweepstakes. Odds of winning depend on the number of eligible entries received and neither FRANKLIN ENERGY, nor the Utilities can accurately predict the number of eligible entries received.
- 4. Notification:** Winners will be notified by notices (specifying the month of the winning entry) deposited in U.S. mail (certified, return receipt requested) no later than the last day of the month following each drawing (e.g., no later than August 31, 2017 for the July 2017 drawing). Winners who are so notified must phone the PNM Easy Savings Customer Service Center at 1-888-438-9473 or postmark a letter or postcard to the PNM Easy Savings Customer Service Center, 976 United Circle, Sparks, NV 89431 (including their telephone number and email address), no later than the last day of the month following deposit of the notice in U.S. mail (e.g., no later than September 30, 2017 for the July 2017 drawing). Failure to respond to the notice in a timely manner will result in disqualification and an alternate winner will be selected and notified. Winners may waive their right to receive their \$100 gift card. Winners may not assign or transfer their \$100 gift card and winners agree that the winners are responsible for any taxes and fees associated with receipt or use of a prize, and any other costs or expenses associated with the prize shall also be the responsibility of the winners. Failure to comply with any term or condition of these Official Rules will result in a winner's disqualification, forfeiture of his or her \$100 gift card, and selection of an alternate winner. All entrants agree to receive, via email, U.S. mail or phone, any messages pertaining to their participation in and, as applicable, any notification pertaining to this Sweepstakes.
- 5. Prize:** Up to 12 monthly prizes – USD \$100 to be awarded in the form of a gift card. No prize substitution, exchange or cash redemption of any prize shall be permitted. Prizes are not transferable prior to award. All prizes must be accepted “as is,” and no warranties will be provided by the Program or Sponsor. Prize Winners are solely responsible for all applicable federal, state and local taxes associated with the prize. Limit of one (1) prize per person/household. No more than the number of prizes set forth in these Official Rules will be awarded. All prizes will be awarded.
- 6. Requesting Winner Identities/Use of Winners' Names and Other Personal Information:** Entrants may obtain a list of winners by phoning (toll free) the PNM Easy Savings Customer Service Center at 1-888-438-9473. By submitting an entry, participants acknowledge that any communication or

information transmitted to FRANKLIN ENERGY and/or Utilities by mail or otherwise in connection with this Sweepstakes is and will be treated as non-confidential and non-proprietary, and FRANKLIN ENERGY and the Utilities may collect, use, and disclose the personal information you provide when you enter this Sweepstakes for the purposes of Sweepstakes administration, prize fulfillment, and providing the list of winners referenced above. By accepting a prize, the winner grants FRANKLIN ENERGY and Utilities, as well as their affiliates, the universal and perpetual right and license to use the winner's name, biographical information, and other personal identification in connection with this Sweepstakes, any Sweepstakes-related activity, and any and all advertising and publicity thereof, without additional consideration and without additional compensation. The grant discussed in this paragraph covers uses in any and all languages, formats, and media now known and hereafter developed.

- 7. Participation:** By their participation, entrants agree to be bound by these Official Rules, which are subject to modification in the sole discretion of program management.
- 8. Construction; Governing Law:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any contestant and FRANKLIN ENERGY, shall be governed by and construed in accordance with the laws of the State of Nevada without giving effect to any choice of law or conflict of law rules or provisions (whether of Nevada or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Nevada. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein. Entrant agrees that any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes shall be resolved among the entrant and FRANKLIN ENERGY exclusively by the appropriate court located in the State of Nevada.
- 9. Limitations of Liability:** By entering the Sweepstakes, entrant agrees (to the maximum extent permitted under applicable law) that: (1) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes shall be resolved among the entrant, the Utilities and FRANKLIN ENERGY without resort to any form of class action litigation, and entrant waives his or her right to a jury trial for such disputes, claims, and causes of action; (2) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred in pursuing such claim, judgment or award, including costs associated with entering the Sweepstakes, but in no event shall attorneys' fees or expenses be awarded; and (3) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, special, incidental or consequential damages, and any and all rights to have damages multiplied or otherwise increased, and any and all rights to other types of damages not waived hereby, other than damages for actual out-of-pocket costs incurred as set forth herein. FRANKLIN ENERGY and the Utilities hereby disclaim

any liability for Sweepstakes entries that are not received by FRANKLIN ENERGY or notifications to winners that are not received by such winners.

- 10. General Release:** By entering the Sweepstakes, entrants agree to unconditionally, irrevocably, and forever release and discharge FRANKLIN ENERGY and the Utilities and their respective affiliated companies, directors, officers, members, managers, employees, representatives, partners and agents (and the respective heirs, successors and assigns of each of the foregoing) from any liability whatsoever for any claims, costs, injuries, losses, damages or fees or expenses (including, without limitation, attorneys' fees or expenses) of any kind arising out of or in connection with (1) the Sweepstakes; (2) the acceptance, possession or use of any prize awarded (including, without limitation, claims, costs, injuries, losses or damages or fees or expenses, including, without limitation, attorneys' fees or expenses, related to personal injury, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light); (3) unauthorized human intervention in the Sweepstakes; (4) lost, late, delayed, postage-due, misdirected, or undeliverable mail or email; (5) errors in the administration of the Sweepstakes or the processing of entries; (6) the entrant's inability to participate in the Sweepstakes; (7) any interruption in or postponement, cancellation, or modification of the Sweepstakes; (8) human error; (9) any other error or malfunction; (10) any wrongful, negligent, or unauthorized act or omission on the part of FRANKLIN ENERGY or the Utilities or their affiliates or agents; or (11) any other cause, condition, or event whatsoever beyond the reasonable control of FRANKLIN ENERGY or the Utilities or their affiliates or agents.
- 11.** Potential winners may be required to complete and return an additional affidavit of eligibility and liability/publicity release (the "Affidavit/Release") within seven (7) calendar days of being notified. If a potential winner fails to sign and return the Affidavit/Release within the required time period, that potential winner will be disqualified and a new alternate potential winner will be selected in his/her place at random from all entries received up to that point in time during the entry period.
- 12. Sweepstakes Sponsor:** The Sweepstakes is sponsored and administered solely by Franklin Energy, 976 United Circle, Sparks, NV 89431. FRANKLIN ENERGY's decisions regarding the selection of winners and all other aspects of the Sweepstakes shall be final and binding in all respects. Neither the Utilities nor FRANKLIN ENERGY will be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials relating to the Sweepstakes. If you have any questions regarding this Sweepstakes, please contact the PNM Easy Savings Customer Service Center (toll free) at 1-888-438-9473.
- 13. General Conditions:** In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including but not limited to fraud, virus, or other technical problem, FRANKLIN ENERGY may, in its sole discretion (1) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these

Official Rules; or (2) award the prize at random from among the eligible entries received up to the time of impairment. FRANKLIN ENERGY further reserves the right and may, at any time and without notice or obligation, cancel, terminate, suspend, or modify any Sweepstakes or drawing not capable of completion as planned, including because of infection by computer virus, tampering, unauthorized intervention, or technical or other failures of any sort or any other causes beyond FRANKLIN ENERGY's reasonable control. FRANKLIN ENERGY further 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 Sweepstakes 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 Sweepstakes may be a violation of criminal and civil law, and should such an attempt be made, FRANKLIN ENERGY and the Utilities reserve the right to seek damages from any such person to the fullest extent permitted by law. FRANKLIN ENERGY's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.