

**Amigo Energy**  
**Special Renewal Promotion Sweepstakes**  
**OFFICIAL RULES**

The Amigo Energy Special Renewal Promotion Sweepstakes (the “Sweepstakes”) is intended for participation only by residents of Texas and it shall be construed in accordance with the laws of the State of Texas. Additional eligibility requirements apply and are set forth below. There is no purchase necessary to enter or win the Sweepstakes. This Sweepstakes is void where prohibited by law and subject to all applicable federal, state, and local laws and regulations. These official rules (the “Official Rules”) govern the Sweepstakes.

- 1. SWEEPSTAKES PERIOD.** The Sweepstakes begins at 12:01 a.m. CST on **August 17<sup>th</sup> 2020** and ends at 12:00 a.m. CST on **December 4<sup>th</sup> 2020** (the “Sweepstakes Period”). The Sweepstakes is sponsored by Amigo Energy, L.L.C., 5251 Westheimer Rd #1000, Houston, Texas 77056 (“Amigo Energy”).
- 2. TO ENTER.** There are two (2) ways to enter the Sweepstakes including:
  - a. By Mail Without Enrollment (“Mail-In Entries”). During the Sweepstakes Period, mail a card or piece of paper printed with your name, complete address, telephone number (including area code), email address and date of birth in an envelope with proper-postage affixed to: Amigo Energy, Special Renewal Promotion Sweepstakes, 5251 Westheimer Rd #1000, Houston, Texas 77056. Mail-In Entries must be received by Amigo Energy by the end of the Sweepstakes Period. Enter as many times as you wish; however, there is a limit of one (1) Mail-In Entry per stamped outer envelope. Mail-In Entries generated by a script, macro or other automated or mechanical means or by any means which subvert the entry process will be disqualified. All entries become the property of Amigo Energy and will be not be acknowledged or returned. Illegible or incomplete Mail-In Entries are void. Amigo Energy is not responsible for lost, late, damaged, mutilated, or misdirected Mail-In Entries or those not received by the end of the Sweepstakes Period.
  - b. Specific Renewal Customers. All commercial customers who renew service with Amigo Energy under the Special Renewal Promotion Fixed Price Rate Offer by prior to the end of the Sweepstakes Period will automatically be entered in the Sweepstakes.
  - c. By entering the Sweepstakes through any of the methods set out in this section, you agree to be bound by the terms of these Official Rules and the decisions of Amigo Energy which shall be final and binding in all aspects relating to the Sweepstakes. The odds of winning the Sweepstakes depends on the number of eligible entries received during the Sweepstakes Period.

**3. DRAWING.**

Each eligible entry will be entered into the drawing scheduled to be held on **December 11<sup>th</sup> 2020**. To be eligible for the drawing, Mail-In and Specific Renewal Customer entries must meet all applicable requirements identified in the Official Rules including deadlines.

#### **4. PRIZES & SELECTION PROCESS.**

**Prize.** One new Apple Watch® (“Prize”) will be awarded to one (1) winner. From the eligible entries, the winner will be randomly selected using the =rand() function in excel. Whichever entry has the lowest random value will be the winner. The drawing for the Prize will be conducted on **December 11<sup>th</sup> 2020**. Within forty-eight (48) hours of the Prize drawing, the winner will be notified by phone or email. The winner must claim the Prize within five (5) days of notification or the Prize will be forfeited.

#### **5. ELIGIBILITY & LIMITATIONS.**

- a. This Sweepstakes is intended for participation in the State of Texas in the United States only and shall be construed and evaluated according to the laws of the State of Texas and the United States.
- b. You must be eighteen (18) years of age or older (at the time of Sweepstakes entry), a legal resident of the United States, and a resident of Texas to have the opportunity to participate in the Sweepstakes for the chance to win the prize.
- c. Employees of Amigo Energy and any of its parent companies, subsidiaries, affiliates, and members of the immediate families (spouses, parents, children, and siblings and their spouses) of any of the above are not eligible to participate in this Sweepstakes for a chance for the chance to win the prize.
- d. Potential winners will be notified by phone and/or email and will be provided with instructions on how to claim the prize.
- e. All potential winners may be required to execute and return an affidavit of eligibility, a liability release, and where lawful a publicity release within five (5) days of the winning notification date. If such documents are not returned within the specified time period, prize or prize notifications is returned as undeliverable, if Amigo Energy is unable to contact a potential winner within a reasonable time period or a potential winner is not in compliance with these Official Rules, the prize will be forfeited.
- f. Any prize which is not mailed (via USPS or UPS) must be claimed at Amigo Energy’s offices within fifteen (15) days of winning. Proper identification and proof of age must be presented before any prize will be released.
- g. No substitution of any prize is offered, no transfer of any prize to a third party is permitted and non-cash prizes may not be redeemed for cash value. Amigo Energy reserves the right to substitute any of the prizes with one of equal or greater value.
- h. If for any reason a Sweepstakes winner provides notice that they have decided not to accept the prize, the winner will be required to sign a release form acknowledging that they are forfeiting the prize. It will be at Amigo Energy’s discretion if another contestant is to be selected as the winner.

**6. DECISIONS.** By participating in the Sweepstakes, participants agree to be bound by the decisions of Amigo Energy. Amigo Energy reserves the right in its sole discretion to disqualify any participant or winner and may refuse to award any prize to a person who is ineligible who Amigo Energy believes has violated any rule, gained unfair advantage in participating in the Sweepstakes, or has acted in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person, or obtained winner status using fraudulent means. Amigo Energy will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Sweepstakes and

Amigo Energy's decisions concerning such disputes shall be final. If the conduct or outcome of the Sweepstakes is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of Amigo Energy, Amigo Energy reserves the right to terminate or suspend this Sweepstakes at any time, or make such other decisions regarding the outcome as it deems appropriate. All decisions will be made by Amigo Energy and are final. Amigo Energy may waive any of these Official Rules in its sole discretion.

7. **TAXES.** The value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes related to any prize and paying any expenses associated with any prize which is not specifically provided for in the Official Rules. Each winner must provide Amigo Energy with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600 in prizes will receive an IRS form 1099 for the total amount of winnings at the end of the calendar year and a copy of such form will be filed with the IRS as required by law.
8. **PUBLICITY; USE OF PERSONAL INFORMATION.** Amigo Energy may collect personal data about participants when they enter the Sweepstakes. By participating in the Sweepstakes, participants and winners agree that Amigo Energy may disclose personal information obtained from participants and winners in the Sweepstakes to affiliates and third parties and use such information for marketing and other purposes. By participating, all participants and winner(s) grant Amigo Energy exclusive permission to use their names, characters, photographs, voices, and likenesses in connection with promotion of this Sweepstakes and other contests and waive any claims to royalty, right, or remuneration for such use.
9. **RELEASE.** By participating in the Sweepstakes, each participant and winner waives any and all claims of liability against Amigo Energy, their respective officers, directors, employees and agents, for any personal injury or loss which may occur from the conduct of, or participation in, the Sweepstakes, or from the use of any prize. Winners further acknowledge that Amigo Energy has neither made nor is in any manner responsible for any warranty, representation or guarantee, expressed or implied, in fact or in law, related to any of prize or any portion thereof, including but not limited to quality, mechanical condition or fitness for a particular purpose. In order to receive any prize, winners must sign an official waiver form provided by Amigo Energy.
10. **GENERAL.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Amigo Energy in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard for conflicts of law doctrine, and all proceedings shall take place in Harris County, Texas. Further, in any such dispute, under no circumstances will participants be permitted to obtain awards for, and each hereby waives all rights to claim punitive, incidental or consequential damages, or attorneys' fees.
11. **DISCLAIMER.** Amigo Energy disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. Amigo Energy shall not be liable to any winner or any person claiming through winner for failure to supply the prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike

(whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Amigo Energy's sole control.

**12. LIMITATIONS OF LIABILITY.** All participants agree to release and hold harmless Amigo Energy and all of its respective affiliated companies and all of their respective directors, officers, employees, agents, legal counsel, and/or participating promotional partners from all losses, damages, penalties, claims, actions, suits, costs, and expenses of any kind whatsoever and any property damage, personal injury, or death to any participant or third person caused by or arising out of or in connection with participation in the Sweepstakes or with the use of any prize awarded. Amigo Energy is not responsible for any incorrect or inaccurate information and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the Sweepstakes or the equipment used in its administration.

**13. OFFICIAL RULES AND WINNER LIST:** For a copy of the Official Rules, or a list of Sweepstakes winners, specify the information being requested and send the request in a self-addressed stamped envelope to Amigo Energy, Special Renewal Promotion Sweepstakes, Amigo Energy, 5251 Westheimer Rd #1000, Houston, Texas 77056 by **December 4<sup>th</sup> 2020.**

**SPONSOR:** This Sweepstakes is sponsored solely by Amigo Energy, L.L.C. 5251 Westheimer Rd #1000, Houston, Texas 77056. PUCT #10081.

This Sweepstakes is in no way sponsored or endorsed by Apple, Inc.