

APS SMART DEVICE WINTER 2018 SWEEPSTAKES
OFFICIAL RULES

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR
PAYMENT WILL NOT INCREASE A PERSON'S CHANCES OF WINNING.**

**OPEN ONLY TO LEGAL RESIDENTS OF ARIZONA WHO ARE AT LEAST 18 YEARS OLD
AT TIME OF ENTRY AND RESIDENTIAL CUSTOMERS OF APS AS OF AUGUST 18, 2017.**

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

The APS Smart Device Winter 2018 Sweepstakes ("Sweepstakes") is sponsored by Arizona Public Service ("APS" or "Sponsor"), 400 North 5th Street, Phoenix, AZ 85004-3902.

- 1. SWEEPSTAKES PERIOD:** The Sweepstakes begins on January 1, 2018, at 12:00 AM Mountain Time ("MT") and ends on April 30, 2018, at 11:59:59 PM MT ("Sweepstakes Period"). Sponsor's computer is the official clock of the Sweepstakes.
- 2. ELIGIBILITY:** The Sweepstakes is offered only to legal residents of Arizona who are at least 18 years old as of time of entry and a residential customer of Sponsor as of August 18, 2017. Employees of Sponsor, independent third-party administrator ("Administrator"), and each of their respective parent companies, subsidiaries and affiliates, distributors, and companies involved in the implementation and execution of the Sweepstakes ("Sweepstakes Entities") and each of their respective immediate family members (i.e., spouse, parent, child, sibling and the "steps" of each) and persons living in the same household of each are not eligible to participate in the Sweepstakes. Void where prohibited or restricted by law.

Participation constitutes the entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions and interpretations, which are final and binding in all matters related to the Sweepstakes.

- 3. HOW TO ENTER THE SWEEPSTAKES:** During the Sweepstakes Period there are two (2) ways to enter:
 - A. Entry Method 1:** If an eligible entrant changes his/her service plan to one of the following plans - Saver Choice, Saver Choice Plus, or Saver Choice Max during the Sweepstakes Period, he/she will automatically receive one (1) entry into the Sweepstakes.
 - B. Entry Method 2:** If an eligible entrant does not wish to enter the Sweepstakes by Entry Method 1, then he/she may enter the Sweepstakes by hand-writing his/her complete name (no initials), street address where residential service is provided (P.O. Boxes not accepted), city, state, ZIP code, and date of birth (MM/DD/YYYY) on a 3½"x5" card ("Mail-In Entry") and mail it with sufficient postage to: APS Smart Device Winter 2018 Sweepstakes, P.O. Box 251328, West Bloomfield, MI 48325. All Mail-In Entries must be postmarked no later than April 30, 2018, and received on or before May 10, 2018, in order to be eligible.

Mail-In Entries must be legibly hand-written. Mechanical reproductions, postage-due, Mail-In Entries mailed in an envelope or sent in excess of the entry limits set forth below will not be accepted. Mail-In Entries received without a verifiable and legible return address will be deemed incomplete and not valid entries.

Entry Limit: Regardless of method of entry used, there is a limit of one (1) entry per person during the entire Sweepstakes Period, regardless of the total number of accounts an entrant may have with APS. If more than one (1) entry is received from the same individual, residence, or account number the entire Sweepstakes Period, only the first entry received will be considered valid.

- 4. RANDOM DRAWING:** On or about May 11, 2018, the Administrator will randomly select two thousand two hundred (2,200) potential grand prize winners (each a "Grand Prize Winner") and five hundred (500) potential first prize winners (each a "First Prize Winner") from all eligible entries received during the Sweepstakes Period. Each winner is deemed to be a potential winner pending verification of his/her eligibility and compliance with these Official Rules as determined by Sponsor, at Sponsor's sole discretion.
- 5. PRIZES, ODDS OF WINNING AND APPROXIMATE RETAIL VALUE ("ARV"):**
 - A. Grand Prizes (2,200):** Each Grand Prize Winner will receive a LUX/GEO[®] Smart Thermostat. The ARV of each Grand Prize is \$139.99.
 - B. First Prizes (500):** Each First Prize winner will receive a Belkin WeMo[®] Smart Plug ("First Prize"). The ARV of each First Prize is \$39.00.
 - C. Total ARV:** The total ARV of all prizes available in the Sweepstakes is \$327,478.
 - D. Odds of Winning:** The odds of winning a prize depend upon the number of eligible entries received during the Sweepstakes Period.
 - E. Prize Conditions:** In no event will more prizes than described in these Official Rules be awarded. If, for any reason, more prize notifications are sent (or more claims are received), Sponsor reserves the right to award the prizes through a random drawing from among all eligible prize claims received. No prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a prize or force majeure. Each winner is solely responsible for all costs and expenses associated with a prize that are not stated in these Official Rules.
- 6. HOW TO CLAIM THE PRIZE:** Each winner is subject to verification of eligibility and compliance with these Official Rules. In the event that any winner notification or prize is returned as undeliverable, or if a potential winner is found to be ineligible or does not comply with these Official Rules, that potential winner may, at the Sponsor's sole discretion, be disqualified, and the prize he or she may have been entitled to will be forfeited. Approximate retail values are as of the time these Official Rules were printed and the value of a prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of the prize at the time the prize is awarded. If after a good-faith attempt Sponsor is unable to award or deliver a prize, the prize may not be re-awarded. ALL FEDERAL, STATE AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF A PRIZE ARE SOLELY THE RESPONSIBILITY OF EACH WINNER.

- 7. LIMITATION OF LIABILITY:** By participating in the Sweepstakes, entrants agree the Sweepstakes Entities and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents (“Released Parties”) are not responsible for lost, late, incomplete, stolen, misdirected, postage due, or undeliverable email notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/Website/UseNet accessibility, availability or traffic congestion; or any technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; or inaccurate capture of registration information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any Website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Sweepstakes and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Website or any Sweepstakes-related website(s). Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person’s computer related to or resulting from participating in the Sweepstakes and/or accepting the prize. Released Parties shall not be responsible or liable for entries entered by any automated computer, program, mechanism or device; for any entries in excess of the stated limit; or for entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with these Official Rules, and all such entries will, at Sponsor’s sole discretion, be disqualified.

If, for any reason, an entry is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as an entry in the Sweepstakes, entrant’s sole remedy is to enter the Sweepstakes again and to receive another entry. If for any reason, Sponsor believes the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of winners in a manner it deems fair and reasonable. The Sweepstakes is subject to all federal, state, and local laws and regulations.

By entering the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor and Administrator, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to forever and irrevocably waive all of his or her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iv) to forever and irrevocably agree to release, defend, indemnify and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys’ fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the entrant’s entry, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) typographical or printing errors in these Official Rules or any Sweepstakes materials; (d) acceptance, receipt, delivery of, possession, defects in, use, nonuse, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use

of the prize (or any component thereof); (e) change in the prizing (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including, but not limited to, acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual 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 other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules; (f) any interruptions in or postponement, cancellation or modification of the Sweepstakes; (g) human error; (h) incorrect or inaccurate transcription, receipt or transmission entry (including, without limitation, registration information or any parts thereof); (i) any technical malfunctions or unavailability of the Website or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by an entrant; and (j) interruption or inability to access the Sweepstakes or any Sweepstakes-related websites or any online service via the Internet due to hardware or software compatibility problems.

Without limiting the foregoing, everything regarding the Sweepstakes, including the prize components, are provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Some jurisdictions may not allow the limitations or exclusions of liability for incidental or consequential damages or exclusions of implied warranties, therefore some of the above limitations or exclusions may not apply. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

- 8. DISPUTES: THE SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ARIZONA, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN MARICOPA COUNTY, ARIZONA. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("AAA RULES"). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN ARIZONA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN MARICOPA COUNTY, ARIZONA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. BUSINESS ENTITIES/AUTHORIZED REPRESENTATIVES AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY BUSINESS ENTITY/AUTHORIZED REPRESENTATIVE AND/OR SWEEPSTAKES ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION OCCURRED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**

- 9. PRIVACY POLICY:** Any personally identifiable information collected during an entrant's participation in the Sweepstakes will be collected by Sponsor or designee and used by Sponsor, its affiliates, designees, agents and marketers for purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules and in accordance with Sponsor's Privacy Policy as stated at <https://www.aps.com/en/globalservices/privacypolicy/Pages/home.aspx>.
- 10. PUBLICITY RIGHTS:** By participating in the Sweepstakes and/or accepting a prize, each entrant agrees to allow Sponsor and/or Sponsor's designee the perpetual right to use his or her name, biographical information, photos and/or likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, including live television, worldwide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.
- 11. GENERAL:** Any attempted form of participation in the Sweepstakes other than as described herein is void. If it is discovered or suspected at Sponsor's sole discretion that an entrant has entered or attempted to enter more than once using multiple addresses, multiple identities, multiple account numbers, proxy servers or like methods, all of that entrant's entries will be declared null and void, and that entrant will, at Sponsor's sole discretion, be disqualified from the Sweepstakes. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address account used to submit such entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. Sponsor and Administrator reserve the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Sweepstakes, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Sweepstakes. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Sweepstakes may void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of any conflict with any Sweepstakes details contained in these Official Rules, and Sweepstakes details contained in any promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.
- 12. WINNERS LIST:** To obtain a list of the names of the winners, interested individuals should mail a self-addressed, stamped business-sized envelope in an envelope to: APS Smart Device Winter 2018 Sweepstakes – Winners List Request, P.O. Box 251328, West Bloomfield, MI 48325. Winners list requests must be received by June 30, 2018.

Sponsor: Arizona Public Service , 400 North 5th Street, Phoenix, AZ 85004-3902.

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