

OFFER OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO RECEIVE THIS OFFER. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

SPONSOR: Franklin Energy Services, LLC (“Sponsor”)

These Offer Official Rules (the “Rules”) apply to the gift card incentive conducted by Sponsor for Multi-Family Energy Savings customer research (the “Research”). The Sponsor is planning to offer 20 gift cards at \$100 each for a total of \$2,000. This may change depending on how many people sign up for the Research. These Rules will be referenced and available in the interest form email to participants. By filling out the interest form, you agree to comply with, and be bound by, these Rules and the decisions of Sponsor (including but not limited to eligibility determinations) and waive any right to claim ambiguity in the incentive or these official rules. This incentive is subject to all applicable federal, state and local laws and regulations.

The incentive offer begins at the start of the Research on August 12, 2024 and ends on October 1, 2024 (the “Incentive Period”).

WHO MAY ENTER: This incentive is available only to participants who are at least 18 years old at the time of entry and who are legal residents of the State of Illinois. Employees, officers, and directors of Sponsor and the entities supplying the prizes herein, and their immediate family members (parents, children, siblings or spouse, regardless of where they live), are not eligible to participate.

HOW TO ENTER: To be eligible to receive the incentive, participants can fill out the online Research interest form. **ONLY ONE ENTRY PER PERSON IS PERMITTED.** The participants of the offer will be selected after all interest forms have been reviewed. The selected participants must attend a Research session to be eligible. Sponsor is not responsible for lost, late, stolen, inaccurate, or ineligible entries. All entries submitted become the property of Sponsor and will not be returned. By entering, you: (i) represent that you are at least eighteen (18) years of age and a legal resident of the State of Illinois; and (ii) fully and unconditionally agree to and accept these official rules and the decisions of Sponsor, which are final as to all incentive-related matters.

PRIZES: The following gift cards will be provided: One \$100 digital Tango Card Reward Links® per participant given as the prize at the end of the incentive period. The approximate retail value (“ARV”) of each gift card is \$100. The total ARV of all gift cards to be awarded is \$2000. The Participant will be notified via the email address associated with his or her account before the close of the incentive period. No gift card substitution, exchange or cash redemption of any gift card shall be permitted, except at the sole discretion of Sponsor. Gift cards are not transferable prior to award. Sponsor reserves the right to substitute a gift card of equal or greater value for any offer, should a gift card become unavailable due to reasons beyond the control of the Sponsor. All offers must be accepted “as is,” and no warranties are provided hereunder. Additional terms and conditions may apply to the Tango Card Reward Links®; see [terms and conditions](#) for details. *Names of gift card manufacturers/trademark owners are used solely for the purpose of identification of the offer. No endorsement, authorization, sponsorship, or approval by gift card manufacturers is intended or implied by such use.* Participants are solely responsible for all applicable federal, state and local taxes associated with the prize. **Limit of one (1) prize per person during the Incentive Period.** No more than the number of gift cards set forth in these Rules will be provided. Except where prohibited, all participants consent to the use of his/her name, likeness, voice, photograph, testimonials, statements, opinions, biographical information, hometown and state in advertising worldwide for promotional and publicity purposes in any media without further payment, consideration, notification or limitation.

GIFT CARD DISTRIBUTION: Participants will be selected based on all submitted interest forms if they qualify as received during the Incentive Period. The selection will be conducted by the Sponsor at the end of the Incentive Period. The Sponsor’s decisions and interpretation of these Rules will be made in the Sponsor’s sole discretion, and the Sponsor’s decisions are final as to all incentive-related matters. Sponsor will not be responsible for lost,

undeliverable, damaged or stolen gift cards. Gift cards will be provided by email at the end of the Incentive Period. GIFT CARDS WILL BE PROVIDED AND ACCEPTED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

ODDS: Odds of being selected as a participant will depend upon the total number of eligible entries received during the Incentive Period.

PRIVACY: Information collected in connection with this Incentive is governed by Sponsor's Privacy Policy and the terms of these Rules. By participating in the incentive offer, participants acknowledge that they have read and accepted the Sponsor's privacy policy. *Please visit the Sponsor's website at www.franklinenergy.com/privacy-policy to view the full text of Sponsor's Privacy Policy.* In addition to and without limiting the foregoing, Sponsor may keep and use the information collected to: (a) assess participants' needs to determine suitable products/services; (b) send participants marketing communications (energy-savings offers); (c) conduct research/analysis; and (d) respond to participants' questions/concerns. In the event that the terms and conditions of these Rules concerning the treatment of such information conflict with Sponsor's Privacy Policy, the terms and conditions of these Rules shall control. Participation in this incentive offer constitutes each participant's agreement to the privacy terms identified above and additionally constitutes the participant's consent to disclosure by Sponsor of personally identifiable information associated with the participant's entry, if any, to any other merchant or service provider involved with administering this incentive offer, or preparing or delivering any offer and pursuant to a request for the names of participants as provided in these Rules.

RELEASE AND LIMITATIONS OF LIABILITY: BY PARTICIPATING IN THE INCENTIVE OFFER, ALL PARTICIPANTS AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS SPONSOR AND ALL OTHER ENTITIES ENGAGED IN THE DEVELOPMENT OR EXECUTION OF THIS INCENTIVE OR OTHERWISE ASSOCIATED WITH THIS INCENTIVE (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION OR LIABILITY FOR ANY LOSS, HARM, DAMAGES, COSTS OR EXPENSES, INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH, ARISING OUT OF PARTICIPATING IN THE INCENTIVE OFFER, OR THE AWARDING, ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY OFFER PROVIDED. PARTICIPANTS WAIVE ALL RIGHTS TO ANY AND ALL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEYS' FEES. WITHOUT LIMITING THE FOREGOING, THE RELEASED PARTIES SHALL ALSO HAVE NO LIABILITY FOR ANY PRINTING OR TYPOGRAPHICAL ERRORS IN ANY INCENTIVE-RELATED MATERIALS. In the event the incentive offer cannot be held, including cancellation of the Event, or other reasons beyond Sponsor's control, Sponsor reserves the right to terminate or modify the incentive offer in its sole discretion for all eligible entries received prior to the cancellation or termination of the incentive offer. Sponsor's decisions with respect to the incentive offer are final.

GOVERNING LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations hereunder, shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to conflict of laws rules thereof.

PARTICIPANTS LIST/RULES REQUEST: For the names of the Participants or a copy of these Rules, please submit a self-addressed, stamped envelope to Franklin Energy Services, LLC, Attn: Franklin Client Marketing Team, 102 N. Franklin Street, Port Washington, WI 53074. Specify "Participants List" or "Rules Request" on the outside of the envelope.