

Duke Energy
“MyHER Interactive June 2019” Sweepstakes
Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

Participation constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules. Participation in the My Home Energy Report (MyHER) Program is not required to enter. The “MyHER Interactive June 2019” Sweepstakes (“Sweepstakes”) begins on June 6, 2019 and ends on August 15, 2019 (“Sweepstakes Period”).

Sponsor/Administrator: The Sweepstakes is sponsored by Duke Energy Progress, LLC, Duke Energy Indiana, LLC, Duke Energy Kentucky, Inc., Duke Energy Ohio, Inc., and Duke Energy Carolinas, LLC, P.O. Box 1006, Mail code ST24A, Charlotte, NC 28201-1006 (the “Sponsor”) and administered by American Sweepstakes & Promotion Co., Inc., 300 State St., Suite 402, Rochester, NY 14614 (the “Administrator”).

Eligibility: Duke Energy customers in Duke Energy Progress and Duke Energy Territories: The Sweepstakes is open to all legal U.S. residents who: (i) are active Duke Energy customers, (ii) reside in North Carolina, South Carolina, Ohio, Indiana, and Kentucky and (iii) are 18 years of age or older at the time of entry. Participation is limited to one entry per active account. Employees, officers, directors and representatives of Sponsor and Administrator, its parent company, affiliates, subsidiaries, licensees, service providers, advertising and promotion agencies, those involved in the production, development, implementation or handling of the Sweepstakes, any agents acting on behalf of the above entities, as well as the immediate family members (parents, children, siblings, spouses) and/or persons living in the same household (whether related or not) of each are not eligible to participate in the Sweepstakes. All federal, state and local laws and regulations apply. **Void where prohibited or restricted by law.**

Two Ways to Enter:

1). Online - During the Sweepstakes Period, the Sponsor will send an email blast containing an embedded link to any person who is currently eligible for the MyHER Program and for which Duke Energy has a valid email address. Eligible Entrants can enter the Sweepstakes by clicking on the link and enrolling into the MyHer Interactive Website. The Sponsor will also advertise the Sweepstakes on the Sponsor’s website (with and embedded link), as well as include the URL in mailed Home Energy Reports and an embedded link within emailed Home Energy reports. All required information must be provided to enter and to be eligible to win.

2). Mail In – Eligible entrants also have the option to obtain one (1) Sweepstakes entry via mail by legibly hand-printing, on a 3”x 5” card or paper, their full name, complete mailing address, phone number, and mailing the card in a sealed envelope, with proper postage affixed an mail to: “MyHER Interactive June 2019” Sweepstakes 300 State Street Suite 402, Rochester, NY 14614. All entries must be postmarked by August 15, 2019, and received by August 20, 2019. **Limit one (1) entry per person regardless of the method of entry.**

Internet Limitations of Liability: If for any reason this Sweepstakes is not capable of running as planned, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of Sponsor, which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right, at its sole discretion, to disqualify any individual who tampers with the entry process (if applicable), and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice, and award the prize using all non-suspect eligible entries received as of the termination/suspension date. Sponsor 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, or alteration of, entries. Sponsor also is not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure or delay of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof. Sponsor is not responsible for any damage to an entrant’s system which is occasioned by participating in this Sweepstakes or by downloading any information necessary to participate in the Sweepstakes. Sponsor also is not responsible for incorrect or inaccurate entry information, whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of the entries in the Sweepstakes. If any provisions of the Official Rules are determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE 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.

Drawing and Notification: There will be seven (7) winners randomly selected on or about August 25, 2019 by the Administrator, an independent judging organization, whose decisions are final in all matters relating to this Sweepstakes. The winner will be notified confirmation will be sent to winner in writing via USPS mail, or other home delivery service of Sponsor’s choice. The winners are responsible for all applicable federal, state and local taxes and/or any other fees/costs associated with the prize or receipt of the prize. In the event of noncompliance with the Official Rules, if a potential

winner cannot be reached at the address/phone number on winner's entry or if the prize or prize notification is returned as unclaimed or undeliverable, an alternate winner will be selected.

Prizes: Seven (7) Prize Winners will receive a \$500 gift card.

- Two (2) for North Carolina
- Two (2) for South Carolina
- One (1) each for Ohio, Indiana, & Kentucky

The Sponsor reserves the right at its sole discretion to substitute any prize with another prize of equal or greater value, in the event that any aforementioned prize is not available. All decisions by Sponsor as to prize winners and prizes are final.

Prize Conditions: Prizes are non-transferable; no prize substitution allowed. All federal, state, local and other taxes on prize are the sole responsibility of the winner. The winner's entry and acceptance of the prize offered constitutes permission (except where prohibited) for Sponsor to use said winner's name, photograph, likeness, statements, biographical information, voice and address (city and state), in all forms of media worldwide, in perpetuity, without limitation, notice or further compensation.

Terms and Conditions: By entering the Sweepstakes, entrants agree to release the Sponsor and its subsidiaries, affiliates, retailers, distributors, and advertising and promotion agencies, and each of their respective directors, officers, employees, shareholders and agents (collectively, the "Sponsor Releases") from any and all liability, loss, damage or injuries of any kind sustained in connection with their participation in the Sweepstakes or from their acceptance, receipt, possession and/or use or misuse of the prize, or for any typographical or other error in the printing, offering or announcement of the prize. Entrants further acknowledge that Sponsor Releases have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee express or implied, in fact or in law, relative to the prize, including, but not limited to, its quality or fitness for a particular purpose. Any person attempting to defraud or in any way tamper with the Sweepstakes mechanics and/or implementation will be prosecuted to the fullest extent of the law. By participating, entrants agree to waive any right to claim ambiguity in the Sweepstakes or these Official Rules. Sponsor reserves the right to disqualify any entrant that Sponsor determines, in its sole discretion, violates these Official Rules.

Use of Data: Sponsor will be collecting personal data about entrants online and email addresses from entry forms in accordance with its Privacy Policy. Please review the Sponsor's Privacy Policy at the following link:

<https://www.duke-energy.com/legal/privacy>

By participating in the Sweepstakes and providing any personal contact information, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy.

Disputes: Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by an appropriate court located in the State of North Carolina. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of Sponsor in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of North Carolina without giving effect to any choice of law or conflict of law rules.

Winners List: To request the names of the winners, please send a self-addressed, stamped business-size envelope, by September 30, 2019, to: ASC/"MyHER Interactive June 2019" Sweepstakes Winners List, 300 State Street, Suite 402, Rochester, NY 14614.