

**STAR ENERGY 2021 SPORTS
SWEEPSTAKES AND
SUPER STAR PICK A WINNER CONTEST**

Official Rules

VOID WHERE PROHIBITED BY LAW

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO PARTICIPATE IN THE SWEEPSTAKES. A PURCHASE OR PAYMENT WILL NOT INCREASE OR IMPROVE YOUR CHANCES OF WINNING THE SWEEPSTAKES.

STAR SWEEPSTAKES

The Super Star Sports Sweepstakes (“Sweepstakes”) allows for any eligible person to select either a professional hockey team or professional basketball team to win its championship. From all entries which correctly selected a winner in each sport, Star will randomly draw one grand prize winner from each sport: hockey and basketball, who will each win a \$1,000 Visa Gift Card.

How To Enter The Sweepstakes Contest For A Chance to Win One of Two \$1,000 Visa Gift Cards:

Any individual who is not specifically excluded from this Sweepstakes may enter the Sweepstakes by either completing and submitting the online registration form at Star’s Website, or by calling the Star Call Center Hotline.

Any use of robotic, automatic, programmed or similar entry methods or agents (including, but not limited to, contest entry services) will void all entries by that entrant. In the event of a dispute as to any entry, the authorized account holder of the email address used to enter will be deemed to be the entrant.

Who May Enter: The Sweepstakes is open to any individual who is a legal United States resident, who resides within the state of Ohio or Pennsylvania and who is 18 years of age or older as of May 16, 2021 and who is not specifically excluded from participating in this Sweepstakes (“Eligible Individual”). The following classes of persons are not eligible to participate in the Sweepstakes: (a) employees, officers, and directors of Star Energy; or (b) individuals who do not meet the criteria set forth herein.

Sweepstakes Period: The Sweepstakes begins at **8:00 am EST on May 17, 2021** and ends on **12:00 pm EST on June 17, 2021** (this time period will be herein defined as the “Sweepstakes Period”). Administrator’s computer is the official timekeeping device for this Sweepstakes. The Sweepstakes is subject to all federal, state and local laws and regulations.

Additional Rules & Regulations:

1. **Agreement to Official Rules:** By participating in this Sweepstakes, entrants and/or participants agree to abide by and be bound by the rules stated herein and the decisions of the Administrator, which shall be final in all matters relating to this Sweepstakes and the interpretation of the rules relating to the same.
2. **Administrator:** The Sweepstakes is administered by Star Energy Partners, LLC 3340 West Market St., Suite 100, Akron, OH, 44333 ("Administrator").
3. **Marketing Opt-In:** By entering the Sweepstakes, the Sweepstakes Participant further expressly consents on an ongoing basis to allow the Administrator, Star Energy and authorized third parties to communicate with Sweepstakes Participant by mail, email, SMS/text message, telephone, and/or by any other method. Such communications shall include, but not be limited to, promotional and advertising marketing communications. All marketing emails from Administrator will have an "unsubscribe" link at the bottom of the email, and Sweepstakes Participant may elect to unsubscribe from Administrator's emails at any time. The Administrator will not sell, rent or share your email address.
4. **Prize Notification of Sweepstakes:** The winner of Visa gift card Sweepstakes will be notified via email (using the email address that he or she provided in his or her online entry) and/or via telephone (in Administrator's discretion) on or about July 23, 2021.

Return of any prize notification as undeliverable may result in disqualification and an alternate winner may be selected. If the winner fails to respond to the notification email, phone call, or provide the requested information within seven (7) days of the first such notification, the prize may be forfeited, and an alternate prize winner may be selected at random. The winner must provide information requested to allow Administrator to fulfill the prize. In the event that a winner is disqualified for any reason, Administrator will award the prize to another entrant randomly selected.

5. **Sweepstakes Prizes:** After the Sweepstakes Period ends, two random drawings will be conducted by the Administrator to select a total of two (2) winners for the Sweepstakes.
 - One drawing to be held on or about July 23, 2021 will randomly select a person from all participants who correctly picked the championship team in the professional basketball league championship contest.
 - One drawing to be held on or about July 23, 2021 will randomly select a person from all participants who correctly picked the championship team in the professional hockey league championship contest.

Each winner will receive an identical prize:

- For professional basketball: \$1,000 in the form of Visa Gift Cards (ARV \$1,000) to one winner.
- For professional hockey: \$1,000 in the form of Visa Gift Cards (ARV \$1,000) to one winner.

Prizes are non-transferable. Name changes are not allowed once provided to Administrator. Arrangements for fulfillment of prize will be made by Administrator. Approximate total prize value for Visa Gift Cards: \$2,000. Winners are responsible for all taxes and fees associated with prize receipt and/or use. For prizes valued over \$600, prize winner will be issued an IRS Form 1099 for the retail value of the prize. If winner does not wish to accept the prize, an alternate winner will be selected from the pool of eligible entrants. Other restrictions, conditions and limitations may apply.

6. **Publicity Identification:** Acceptance of Prizes constitutes each winner's permission for the Administrator to use his/her name, (city and state), and/or any statements made by each winner regarding the Sweepstakes for advertising purposes, promotional purposes, and such other purposes as Administrator deems appropriate (including, without limitation, placing the winner's name or username on a winner's list), without notice or additional compensation, except where prohibited by law. Additionally, Administrator may request that you sign and return a publicity release.
7. **Selection of Winners and Odds:** The Administrator will select: (1) one winning entry for the Sweepstakes randomly from all eligible Sweepstakes participants who correctly picked the professional basketball championship team and (1) one winning entry for the Sweepstakes randomly from all eligible Sweepstakes participants who correctly picked the professional hockey championship team. Odds of winning will depend on how many entries Administrator receives.
8. **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, the Administrator may, in its sole discretion, either: (a) 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 (b) cancel the Sweepstakes. The Administrator reserves the right in their sole discretion to disqualify any individual it deems, in its sole discretion, to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other promotion, 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, the Administrator reserves the right to seek damages from any such person to the fullest extent permitted by law. The Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Administrator is not responsible for lost, late, delayed, incomplete, entries not received by the entry deadline, interrupted or unavailable network, server or other connections, miscommunications, failed telephone, computer hardware or software, and other technical errors or failures of any kind, including any injury or damage to any person's electronic device (including but not limited to computer, tablet or phone), internet, messaging or data charges related to or resulting from participating in or experiencing any materials in connection with the Sweepstakes; unauthorized human intervention; failed, incomplete, garbled, jumbled or delayed computer transmissions or other errors of any kind, whether human, mechanical or electronic, that may limit a user's ability to participate in the Sweepstakes including without limitation, the incorrect or inaccurate capture of entry information online regardless of cause.

Any use of robotic, automatic, programmed or like entry methods will void all entries affected by such methods and be deemed tampering. Administrator reserves the right to prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules.

9. **Internet caution:** Any attempt by an individual to deliberately damage any web site or undermine the legitimate operation of this Sweepstakes is a violation of criminal and civil laws, and should such an attempt be made, Administrator reserves the right to seek damages from any such individual to the fullest extent of the law. Administrator reserves the right to cancel or modify the Sweepstakes if fraud, misconduct or technical failures destroy the integrity of the Sweepstakes or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the program as determined by the Administrator in their sole discretion.

10. **RELEASE AND LIMITATION OF LIABILITY: BY PARTICIPATING IN THE SWEEPSTAKES, ALL PARTICIPANTS, AGREE TO HOLD HARMLESS AND INDEMNIFY STAR ENERGY, ITS AFFILIATES, ADVERTISING AND SWEEPSTAKES AGENCIES, THE SWEEPSTAKES ADMINISTRATOR AND EACH OF THEIR RESPECTIVE OWNERS, DIRECTORS, SHAREHOLDERS, OFFICERS, EMPLOYEES, LAWYERS, AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES AND LIABILITY OF ANY KIND ARISING FROM OR IN CONNECTION WITH THE ACCEPTANCE OF THE \$1000 VISA GIFT CARD.**

ALL PARTICIPANTS AND ENTRANTS AGREE TO FULLY RELEASE AND HOLD HARMLESS STAR ENERGY, ADVERTISERS, AND THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LAWYERS AND AGENTS FROM ALL DECISIONS AND INTERPRETATIONS CONCERNING THIS SWEEPSTAKES AND THE ENFORCEMENT OF THE RULES OF THIS SWEEPSTAKES, THE FAILURE TO WIN, AND THE REQUIREMENTS OF THIS SWEEPSTAKES.

11. All entrants, participants and purchasers agree and understand that the eligibility and opportunity to win are further conditioned upon the Administrator's determination as to eligibility and compliance with all contest rules and requirements.
12. To the extent a person is determined to be disqualified and/or ineligible to participate in this Sweepstakes, such individual is not entitled to any type of refund of his or purchase. Likewise, a person who is forfeited from this Sweepstakes is not entitled to any type of a refund of any purchase made during the Sweepstakes Period.
13. Participants declare they are eighteen (18) years of age or older, of competent mind, has read and understands the entirety of the above contest rules, disclosures, and does hereby agree to all such rules and disclosures.
14. **Data Collection:** Participants agree and consent that Star Energy, its agents, related companies and affiliates may use and retain the information provided by participants for the above

contests for all purposes related thereto and in the sole discretion of Star Energy. Information collected in this Sweepstakes will be administered by the Administrator in accordance with its Privacy Policy, located at [Privacy Policy](#).

15. Star Energy reserves the right to make rule or Sweepstakes changes without notice at any time. Star Energy also reserves the right to change the aforementioned Sweepstakes dates without notice.

16. **Binding Arbitration:** Any controversy or claim arising out of or relating to this Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Delaware law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Administrator will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Administrator shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.**

BY PARTICIPATING IN THE SWEEPSTAKES, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN

NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

17. **Governing Law and Jurisdiction:** The Official Rules and the Sweepstakes are governed by U.S. law and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Sweepstakes Official Rules, or the rights and obligations of entrant and Administrator in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in "Binding Arbitration" Section of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Delaware, in the City of Wilmington.
18. **Non-Affiliation:** The Sweepstakes is not affiliated with, nor endorsed by, the National Basketball Association, the National Hockey League, Major League Baseball, the Women's National Basketball Association, Major League Soccer, National Football League or any of their respective member teams.
19. **Winners List:** To request a list of winners, send a self-addressed postage-stamped envelope to "Super Star Sports Sweepstakes – "Winner List Request," c/o Star Energy Partnes, LLC, 3340 West Market St, Suite 100, Akron, OH 44333. Requests for Sweepstakes Winners must be received by 09/06/2021.

Pick A Winner Contest – Customer Contest For Either \$150 Energy Credit or \$25 Energy Credit

Customers of Star Energy may elect to participate in the Pick A Winner Contest and will receive either a \$150 Energy Credit or \$25 Energy Credit.

How To Enter The Pick A Winner Contest:

- (1) Sign up as a Customer of Star, by:
- (2) Going to the Star website or calling the Star Customer Hotline, and
- (3) Selecting a team from one of six professional sports (see below)

Start and end dates for team selection for the Pick A Winner sports championships contests are as follows:

Men’s Professional Basketball	Start Date – May 17, 2021	End Date – June 17, 2021
Professional Hockey	Start Date – May 17, 2021	End Date – June 17, 2021
Professional Baseball	Start Date – May 17, 2021	End Date – October 4, 2021
Women’s Professional Basketball	Start Date – May 17, 2021	End Date – September 22, 2021
U.S. Professional Soccer	Start Date – May 17, 2021	End Date – November 18, 2021
Professional Football	Start Date – May 17, 2021	End Date – January 14, 2022

Who May Enter: The Pick A Winner Contest is open to any Star customer who is a legal resident and resides within the state of Ohio or Pennsylvania and who is 18 years of age or older as of May 16, 2021.

Customer Referrals: Existing Pick A Winner Customers who refer a new customer, who successfully enrolls as a customer of Star Energy, will earn another team selection to make an additional team pick in the same professional sport as their original pick.

Additional Rules & Regulations:

1. **Agreement to Official Rules:** By participating in this Pick A Winner Contest, entrants and/or participants agree to abide by and be bound by the rules stated herein and the decisions of the Administrator, which shall be final in all matters relating to this Pick A Winner Contest and the interpretation of the rules relating to the same.
2. **Administrator:** The Pick A Winner Contest is administered by Star Energy Partners, LLC 3340 West Market St., Suite 100, Akron, OH, 44333 (“Administrator”).
3. “Customer” is defined as a Star Customer who receives power from Star Energy as their retail electric provider.
4. **Marketing Opt-In:** By entering the Pick A Winner Contest, the Participant further expressly consents on an ongoing basis to allow the Administrator, Star Energy and authorized third parties to communicate with Pick A Winner Contest Participant by mail, email,

SMS/text message, telephone, and/or by any other method. Such communications shall include, but not be limited to, promotional and advertising marketing communications. All marketing emails from Administrator will have an "unsubscribe" link at the bottom of the email, and the Pick A Winner Contest Participant may elect to unsubscribe from Administrator's emails at any time. The Administrator will not sell, rent or share your email address.

5. **Notification of \$25 or \$150 Energy Credit:** The winners of the Energy Credit will be notified via email (using the email address that he or she provided in his or her online entry) and/or via telephone (in Administrator's discretion). **The \$25 or \$150 Energy Credit cannot be exchanged for cash or gift cards.** All properly claimed credits will be awarded.
THIS IS A NO EXCHANGE PROMOTION. NO CASH CONSIDERATION WILL BE GIVEN.

6. **Energy Credits Awarded:**

Pick a Winner Customers will receive **\$150 ENERGY CREDIT IF AND ONLY IF the team** he or she selects wins one of the following championships:

- wins the professional basketball championship series in July 2021
- wins the professional hockey championship series in July 2021
- wins the women's professional basketball championship series in October 2021
- wins the professional baseball championship series in October 2021
- wins the United States professional soccer championship series in December 2021
- wins the professional football championship series in February 2022

Star Customers who pick incorrectly in the Pick A Winner Contest will get a \$25 Energy Credit. Star Pick a Winner Customers can only be in one sport with one or more picks until that championship is concluded. Star Pick a Winner Customers may win multiple times in any year.

7. **Publicity Identification:** Acceptance of Prizes constitutes each winner's permission for the Administrator to use his/her name, (city and state), and/or any statements made by each winner regarding the Pick A Winner Contest, or Administrator for advertising purposes, promotional purposes, and such other purposes as Administrator deems appropriate (including, without limitation, placing the winner's name or username on a winner's list), without notice or additional compensation, except where prohibited by law. Additionally, Administrator may request that you sign and return a publicity release.
8. **Selection of Winners and Odds:** Odds of winning the Pick A Winner Contest will increase if a customer has more than one pick in the league sports championship.
9. All energy credits issued to Pick A Winner Participants shall be credited towards the Customer's bill approximately 90 days after the contest closes. The exact date will be based on your utility billing date. \$150 Energy credit winners shall receive their credits as follows: \$50 in the fourth, fifth and sixth month following the championship conclusion. An incorrect selection, will earn a \$25 energy credit, which will be credited in one single credit in the fourth month after the championship concludes.

10. **Any Energy Credits awarded in the Pick a Winner Contest may be forfeited by the customer if 1) there is a past due account balance at the time each credit is applied or 2) the customer terminates the contract prior to the Energy Credits being utilized. If a Credit Recipient is found in violation of these rules, he or she may be required to forfeit his or her credit.**

11. **General Conditions:** In the event that the operation, security, or administration of the Pick A Winner Contest is impaired in any way for any reason, including, but, not limited to, fraud, virus or other technical problem, the Administrator may, in its sole discretion, either: (a) suspend the Pick A Winner Contest to address the impairment and then resume the Pick A Winner Contest in a manner that best conforms to the spirit of these Official Rules; or (b) cancel the Pick A Winner Contest. The Administrator reserves the right in their sole discretion to disqualify any individual it deems, in its sole discretion, to be tampering with the entry process or the operation of the Pick A Winner Contest or to be acting in violation of these Official Rules or any other promotion, or in an unsportsmanlike or disruptive manner.

Any attempt by any person to undermine the legitimate operation of the Pick A Winner Contest may be a violation of criminal and civil law, and should such an attempt be made, the Administrator reserves the right to seek damages from any such person to the fullest extent permitted by law. The Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Administrator is not responsible for lost, late, delayed, incomplete, entries not received by the entry deadline, interrupted or unavailable network, server or other connections, miscommunications, failed telephone, computer hardware or software, and other technical errors or failures of any kind, including any injury or damage to any person's electronic device (including but not limited to computer, tablet or phone), internet, messaging or data charges related to or resulting from participating in or experiencing any materials in connection with the Pick A Winner Contest; unauthorized human intervention; failed, incomplete, garbled, jumbled or delayed computer transmissions or other errors of any kind, whether human, mechanical or electronic, that may limit a user's ability to participate in the Pick A Winner Contest including without limitation, the incorrect or inaccurate capture of entry information online regardless of cause. Any use of robotic, automatic, programmed or like entry methods will void all entries affected by such methods and be deemed tampering. Administrator reserves the right to prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules.

12. **Internet caution:** Any attempt by an individual to deliberately damage any web site or undermine the legitimate operation of this Pick A Winner Contest is a violation of criminal and civil laws, and should such an attempt be made, Administrator reserves the right to seek damages from any such individual to the fullest extent of the law. Administrator reserves the right to cancel or modify the Pick A Winner Contest if fraud, misconduct or technical failures destroy the integrity of the Pick A Winner Contest or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the program as determined by the Administrator in their sole discretion.

13. **RELEASE AND LIMITATION OF LIABILITY: BY PARTICIPATING IN THE PICK A WINNER CONTEST, ALL PARTICIPANTS, INCLUDING, BUT NOT LIMITED TO, CREDIT RECIPIENTS, AGREE TO HOLD HARMLESS AND INDEMNIFY STAR ENERGY, ITS AFFILIATES, ADVERTISING AND PICK A WINNER**

CONTEST, AGENCIES, THE PICK A WINNER CONTEST ADMINISTRATOR AND EACH OF THEIR RESPECTIVE OWNERS, DIRECTORS, SHAREHOLDERS, OFFICERS, EMPLOYEES, LAWYERS, AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES AND LIABILITY OF ANY KIND ARISING FROM OR IN CONNECTION WITH THE ACCEPTANCE OF THE \$150 CREDIT.

ALL PARTICIPANTS AND ENTRANTS AGREE TO FULLY RELEASE AND HOLD HARMLESS STAR ENERGY, ADVERTISERS, AND THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LAWYERS AND AGENTS FROM ALL DECISIONS AND INTERPRETATIONS CONCERNING THIS PICK A WINNER CONTEST AND THE ENFORCEMENT OF THE RULES OF THIS PICK A WINNER CONTEST, THE FAILURE TO WIN, THE REQUIREMENTS OF THIS PICK A WINNER CONTEST OR CREDITS AWARDED OR CHOSEN. ALL CREDITS ARE AWARDED WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE WHICH ARE EXPRESSLY DISCLAIMED.

14. All entrants, participants and purchasers agree and understand that the eligibility and opportunity to win are further conditioned upon the Administrator's determination as to eligibility and compliance with all contest rules and requirements.
15. To the extent a person is determined to be disqualified and/or ineligible to participate in this Pick A Winner Contest, such individual is not entitled to any type of refund of his or purchase. Likewise, a person who is forfeited from this Pick A Winner Contest is not entitled to any type of a refund of any purchase made during the Pick A Winner Contest Period.
16. Participants declare they are eighteen (18) years of age or older, of competent mind, has read and understands the entirety of the above contest rules, disclosures, and does hereby agree to all such rules and disclosures.
17. **Data Collection:** Participants agree and consent that Star Energy, its agents, related companies and affiliates may use and retain the information provided by participants for the above contests for all purposes related thereto and in the sole discretion of Star Energy. Information collected in this Pick A Winner Contest will be administered by the Administrator in accordance with its Privacy Policy, located at [Privacy Policy](#).
18. Star Energy reserves the right to make rule, or Pick A Winner Contest changes without notice at any time. Star Energy also reserves the right to change the aforementioned Pick A Winner Contest dates without notice.
19. **Binding Arbitration:** Any controversy or claim arising out of or relating to this Pick A Winner Contest shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall

be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Delaware law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Administrator will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Administrator shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS PICK A WINNER CONTEST IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.**

BY PARTICIPATING IN THE PICK A WINNER CONTEST, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PICK A WINNER CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

20. **Governing Law and Jurisdiction:** The Official Rules and the Pick A Winner Contest are governed by U.S. law and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Pick A Winner Contest Official Rules, or the rights and obligations of entrant and Administrator in connection with the Pick A Winner Contest, shall be governed by, and

construed in accordance with, the laws of the State of Delaware, without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in "Binding Arbitration" Section of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Delaware, in the City of Wilmington.

21. **Non-Affiliation:** The Pick A Winner Contest is not affiliated with, nor endorsed by, the National Basketball Association, the National Hockey League, Major League Baseball, the Women's National Basketball Association, Major League Soccer, National Football League or any of their respective member teams.