

AMBITION 2021 ULTIMATE EXPERIENCE GIVEAWAY SWEEPSTAKES OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

By participating, you agree to be bound by these Official Rules and the decisions of the Sponsor, which are binding and final in all matters relating to this Sweepstakes.

1. SPONSOR. The sole sponsor of this Sweepstakes is Ambit Marketing, LLC (“Sponsor”).

2. ENTRY. Each participant who registers for Ambition 2021 (“Ambition”) between prior to 12 A.M. Central Standard Time (CST) on the morning of June 7, 2021 or following the “alternate entry” procedure in Section 3 below will be entered in a drawing for a chance to win an Ambition Experience according to the rules and procedures set forth below (the “Sweepstakes”). Ambit will randomly select two winning names on June 10, 2021. The drawing will be conducted via Zoom and will be viewable on Facebook. Your name entered during registration is your entry into the Sweepstakes. Please note: There is no purchase necessary to enter. Participation in the drawing is not required, nor is the drawing the main or sole reason why you should participate in Ambition. Among other benefits, Ambition offers its participants educational sessions, informative presentations and networking opportunities.

3. ALTERNATE ENTRY. Participants may also be included in the Sweepstakes without registering for Ambition by mailing a legibly handwritten, self-addressed, stamped envelope with sufficient postage and a return address, including first and last name, street address, city, state, and ZIP code to: Ambit Energy, Attn: Ambit Consultant Support, 6555 Sierra Drive, Irving TX 75039. Mail-in requests, including outer envelope, must be handwritten. Outer envelope must include a return address in the upper left-hand corner that matches the requestor’s street address, and must be postmarked no sooner than May 7, 2021 and received by Sponsor no later than June 7, 2021.

4. ELIGIBILITY. Eligibility is limited to persons at least twenty-one (21) years of age, who are legal residents of the United States or its territories and possessions, Japan, or Canada, and who are registered to attend Ambition 2021. Each participant who registers for Ambition before 12 A.M. Central Standard Time (CST) on the morning of June 7, 2021 will be entered once into the Sweepstakes. There is a limit of one entry per person. The drawing is subject to all applicable federal, state and local laws and regulations. Employees (and their immediate families and household members) of Ambit, its parents, affiliates, subsidiaries, and advertising and promotion agencies are not eligible to participate in the Sweepstakes.

5. PRIZE. There are two (2) prizes available and there will be a potential for one (1) winner from each of the following two groups: (A) registrants of the in-person Ambition experience, and (B) registrants of the virtual experience. The prize is the Ambition Ultimate Experience Package and the Approximate Retail Value of the prize is \$1,500 USD. The Ambition Ultimate Experience Package for the In-Person registrant includes the following: one hotel room for up to four nights at the Omni Dallas Hotel, invitation for two to Ambit’s Black Tie Dinner, two backstage passes and tour, reserved floor seating for two at all Ambition sessions, and a \$250 Visa gift card. The Ambition Ultimate Experience Package for the Virtual registrant includes the following: An Apple Ipad, dinner for two at winner’s home on Friday, August 27, Gift box sent to winner’s home prior to the start of Ambition, and a \$250 Visa gift card. Both the in-person Ambition Ultimate Experience Package winner and the virtual Ambition Ultimate Experience Package winner will have their Ambition 2021 registration fee reimbursed or refunded. The prizes have no cash value, cannot be redeemed for cash, and are not transferrable, extendable, or exchangeable. ALL CHARGES, FEES, AND COSTS NOT SPECIFICALLY INCLUDED IN THE PRIZE DESCRIPTION ABOVE, INCLUDING BUT NOT LIMITED TO PERSONAL INCIDENTAL ITEMS, MEALS, CERTAIN TRANSPORTATION, TAXES, SOUVENIRS, GRATUITIES, AND LICENSES, ARE THE RESPONSIBILITY OF THE PRIZE WINNER. All taxes on the prize won are the sole responsibility of winner. Winner understands that Sponsor is required by law to issue him/her an Internal Revenue Service 1099 Tax Form for the value of prize won; and, winner agrees to fully cooperate with Sponsor or its representative in this regard, including by providing all required tax forms. Prize is not transferable. Prize is not redeemable/exchangeable for cash.

6. RANDOM DRAWING. Two Ambition Experience Package winners will be selected by random drawing, to take place on June 10, 2021 from all valid, eligible entries received up until 12 A.M. CST on the morning of June 7, 2021. Many will enter, only two (2) will win. The odds of winning depend on the number of eligible entries received. Sponsor cannot accurately predict the number of entrants who will participate in the Sweepstakes. Ambit’s determination of the winner by the random selection of an entry will be final and binding. In the event a selected winning entry is discovered to be invalid for any reason whatsoever or the person who submitted the winning entry fails



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to comply with these Official Rules prior to delivery of the prize, the prize may be forfeited and awarded to an alternate potential winner. The potential winner shall be required to timely submit an Affidavit of Eligibility and Release form and all required tax forms. Failure to return such forms may result in forfeiture of prize.

7. CONDITIONS OF PARTICIPATION. Participants agree to be unconditionally bound by these rules and all decisions of Ambit, whose decisions will be final. By registering and/or submitting an entry, participants grant to Ambit, its agents, and others working on their behalf the right to use the winners' names and affiliations for advertising and marketing purposes, without additional compensation, unless otherwise prohibited by law, and release the entities and persons stated herein from any liability with respect thereto. All entries become the property of Ambit and will not be acknowledged or returned. Ambit shall not be responsible for registration errors or for lost, late, damages, misidentified or misdirected entries. If, for any reason, the fairness or integrity of the Sweepstakes becomes compromised or as otherwise required by applicable law, Ambit reserves the right to terminate or modify the Sweepstakes, and to disqualify any individual who tampers with the entry process or the administration of the Sweepstakes. The prize conditions herein are not all-inclusive and the prize may be subject to additional restrictions and/or conditions imposed by Ambit in its sole discretion.

8. PRIZE WINNER NOTIFICATION AND ANNOUNCEMENT. Upon drawing, the Prize winner will be notified immediately by email. The Prize must be claimed within 14 calendar days or it will be forfeited and another winner will be selected by random drawing. In-person Winner must be able to travel during the Ambition 2021 dates, anticipated on August 25, 2021 through August 28, 2021. IF WINNER IS UNAVAILABLE TO TRAVEL DURING THE AMBITION 2021 DATES FOR ANY REASON, THE PRIZE WILL BE FORFEITED ALTOGETHER AND AN ALTERNATE WINNER SELECTED, TIME PERMITTING. Actual value of the prize may differ from approximate retail value. If actual value is less than approximate retail value, winner will NOT receive the difference.

9. NO WARRANTIES. Ambit makes no warranties whatsoever with regard to the drawing and prize. Ambit reserves the right to substitute a prize of equal or lesser value in the event of unavailability.

10. LIMITATIONS ON LIABILITY. By entering the drawing, participants agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with the drawing, or any prize awarded, shall be resolved individually, without resort to any form of action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the drawing, but in no event will attorneys' fees be awarded or recoverable; and (3) under no circumstances will any participant be permitted to obtain any award for, and entrant hereby knowingly and expressly waives all rights to seek, punitive, incidental or consequential damages and/or any other damages, other than actual out-of-pocket expenses, and/or any and all rights to have damages multiplied or otherwise increased. SPONSOR SHALL NOT BE RESPONSIBLE OR LIABLE FOR ENTRIES THAT ARE ENTERED BY OTHER THAN HUMAN MEANS (SUCH AS BY AN AUTOMATED COMPUTER PROGRAM OR ANY NON-HUMAN MECHANISM, ENTITY, OR DEVICE), IN EXCESS OF THE STATED LIMIT, OR FOR ENTRIES THAT ARE LATE, FORGED, DESTROYED, LOST, MISPLACED, STOLEN, MISDIRECTED, TAMPERED WITH, INCOMPLETE, DELETED, DAMAGED, GARBLED, OR OTHERWISE NOT IN COMPLIANCE WITH THESE OFFICIAL RULES, AND ALL SUCH ENTRIES WILL BE DISQUALIFIED. THE SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK. AND EACH PARTICIPANT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HEREBY RELEASES AND HOLDS HARMLESS FACEBOOK FOR ANY AND ALL CLAIMS OR DAMAGES RELATED TO THE SWEEPSTAKES. .

11. INDEMNIFICATION. Each participant hereby agrees to indemnify and hold Ambit harmless from and against any and all third-party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of participants hereunder.

12. GOVERNING LAW. All issues and questions concerning the construction, validity, interpretation and enforceability of these rules, or the rights and obligations of participants or Ambit Energy in connection with the drawing/ shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice of law of conflict of law rules or provisions that would cause the application of any other state's laws. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

13. WINNER LIST. To receive the Sweepstakes results (winner list), available after June 8, 2021, send an email to events@ambitenergy.com. Winner list requests must be received by June 8, 2023.