



AMBITION 2023 TERMS AND CONDITIONS



I, the individual named in this registration, desire to participate in AMBITION ("Event") provided by Ambit Marketing, LLC, a Texas Limited Liability Company ("Company" or "Ambit") with offices located at 6555 Sierra Drive, Irving, Texas, 75039. As lawful consideration for being permitted by the Company to participate in the Event, I agree to these Terms and Conditions and Release of Liability ("Terms").

Event Registration

All attendees must register and pay a fee to participate in the Event. The registration fees can be found on the Ambit Energy EventCenter website ("EventCenter"). The registration fee includes access to all portions of the Event posted on EventCenter. All attendees will be required to check in to the AMBITION on-site in order to have access to enter the Event.

Order Confirmation

If the purchaser does not receive an email confirmation after submitting payment, or if the purchaser experiences any type of process error or service interruption after submitting payment, it is the responsibility of the purchaser to confirm with Ambit whether or not the online order was received. Ambit Energy will not be responsible for losses (monetary or otherwise) if purchaser fails to confirm finalized registration.

AMBITION "Ticket"

The purchaser will not receive a "ticket" via mail. A summary of the purchaser's registration will be available online by logging in to registration. You may edit your attendee information and event service needs until 11:59 p.m. CT on Sunday, August 13, the date online registration closes.

Refunds and Transfers

Registration fees are non-refundable and non-transferrable. Purchasers are not eligible for refunds once they complete the registration process. Please carefully review all details of your order before finalizing your transaction.

Recognition

In order to be verified as an Event attendee, eligible to participate in all pre-event contests and participate in recognition activities, whether in-person or online, consultants must be in Active standing and registered for the event by August 13, 2023.

Video/Photo Recording

All AMBITION attendees are strictly prohibited from videotaping, recording, photographing or digitally capturing any portion of AMBITION. All content, original material and speaker presentations are provided by Ambit. Unlicensed recording, digital pictures, their use or distribution of any video content by anyone other than Ambit staff is strictly prohibited.

This is notification that any and all events related to AMBITION may be recorded by Ambit. By participating in the event, you hereby irrevocably grant Ambit the right to record your image or voice and to own, license, assign and/or use the same forever and throughout the world in any manner and/or medium including, without limitation, Ambit websites and events. You will not receive any payment for such use and waive any rights to bring any action in law or equity against Ambit or its present and future officers, employees or partners.

By accepting, you affirm that you are at least eighteen (18) years of age. If you are under the age of eighteen, you attest that you have obtained a parent's or legal guardian's consent to enter the Event and will be bound by the terms set forth herein.

Cancellation of Event

Ambit reserves the right to cancel or reschedule the event for any reason. In the event of cancellation and/or reschedule, Ambit has no obligation to refund any registration fees, other moneys paid, or donations, and shall not be held responsible for any losses or damages that might occur due to the Event cancellation and/or reschedule.



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Authority to Register and/or to Act as Agent

I represent and warrant to Ambit that I have full legal authority to complete this Event registration on behalf of registrants and submit to these Terms on their behalf, including full authority to assume and waive liability and to make use of the credit or debit card to which fees will be charged.

Indemnification and Covenant Not to Sue

By accepting, you agree to defend, indemnify, and hold harmless Ambit against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees and the costs of enforcing any right to indemnification under this agreement, and the cost of pursuing any insurance providers, incurred by indemnified party in a final judgment, arising out or resulting from any claim of a third party related to the event.

By accepting, you hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against Ambit, and its officers, directors, employees, agents, affiliates, successors, and assigns (collectively, "Releasees") arising out of or attributable to your participation in the event, whether arising out of the negligence of the Company or any Releasees or otherwise. You covenant not to make or bring any such claim against Ambit or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

Force Majeure

Ambit will not be liable for any default or delay in the performance of its obligations, to the extent that such default or delay is caused, directly or indirectly, by an event beyond the reasonable control of Ambit such as, but not limited to: fire, flood, earthquake, elements of nature, acts or regulations of government bodies, court orders, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes, lockouts or labor difficulties. Such event or circumstance giving rise to the default or delay is a Force Majeure Event.

Applicable Law and Consent to Jurisdiction

By completing this Event registration, both you and Ambit agree that the statutes and laws of the State of Texas, without regard to the conflict of laws principles thereof, will apply to all matters relating to the Event registration, these Terms, or other use of Ambit's registration site. You agree that exclusive jurisdiction for any dispute with Ambit resides in the courts of the State of Texas and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of Texas in connection with any dispute including any claim involving Ambit.

Severability

I further expressly agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted by the law of the State of Washington and that if any provision of this Agreement and Waiver shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and Waiver and shall not affect the validity and enforceability of any remaining provisions.

Important In-Person Attendee Information

The Event location is working to provide the most current safety protocols following CDC recommendations, including capacity restrictions, mandatory mask requirement unless eating or drinking, and social distancing, to which all Event attendees must adhere. Please visit the CDC website for more information on how to protect yourself and others.

BY ACCEPTING, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THESE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THEM.

AMBITION 2023 \$10,000 Challenge - GIVEAWAY RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. PLEASE READ THESE RULES CAREFULLY. AS EXPLAINED BELOW, THE RULES REQUIRE THAT DISPUTES ARISING OUT OF OR RELATING TO THIS SWEEPSTAKES BE RESOLVED ON AN INDIVIDUAL BASIS, RATHER THAN BY CLASS ACTIONS, AND LIMIT YOUR RIGHTS AND REMEDIES IN THE EVENT OF A DISPUTE.

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”).

2a. How to Enter the \$10,000 July Challenge Contest. Each participant who registers for AMBITION 2023 (“AMBITION”) and attends the event in person will be eligible to be entered in a random drawing for a chance to win a prize in the **\$10,000 July Challenge Contest**. To become eligible for the drawing, consultants must (1) personally sponsor one or more new consultant(s) between 12:00:00 a.m. CT, Saturday, July 1, 2023, through 11:59:59 p.m. CT, Monday, July 31, 2023; (2) be registered for AMBITION by Monday, July 31, 2023, at 11:59:59 p.m. CT; and (3) be **checked in in-person** for AMBITION by Friday, September 1, 2023, at 12:00:00 p.m. CT. **Consultants who sponsor one consultant will be entered to win a \$500 prize, consultants who sponsor two consultants will be entered to win a \$2,000 prize, and consultants who sponsor three or more consultants will be entered to win a \$7,500 prize. One eligible consultant for each of three (3) prize levels will be drawn randomly during the AMBITION event. Eligible consultants will only be entered in the drawing for the highest prize level for which they qualified.** 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. All entries become the sole and exclusive property of Sponsor. Entries will not be returned, and receipt of entries will not be acknowledged.

2b. How to Enter the \$10,000 August Challenge Contest. Each participant who registers for AMBITION 2023 (“AMBITION”) and attends the event in person will be eligible to be entered in a random drawing for a chance to win a prize in the **\$10,000 August Challenge Contest**. To become eligible for the drawing, consultants must (1) personally sponsor one or more new consultant(s) between 12:00:00 a.m. CT, Tuesday, August 1, 2023, through 11:59:59 p.m. CT, Thursday, August 31, 2023; (2) be registered for AMBITION by Sunday, August 13, 2023, at 11:59:59 p.m. CT; and (3) be **checked in in-person** for AMBITION by Friday, September 1, 2023, at 12:00:00 p.m. CT. **Consultants who sponsor one consultant will be entered to win a \$500 prize, consultants who sponsor two consultants will be entered to win a \$2,000 prize, and consultants who sponsor three or more consultants will be entered to win a \$7,500 prize. One eligible consultant for each of three (3) prize levels will be drawn randomly during the AMBITION event. Eligible consultants will only be entered in the drawing for the highest prize level for which they qualified.** 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. All entries become the sole and exclusive property of Sponsor. Entries will not be returned, and receipt of entries will not be acknowledged.

3. **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, and who meet the consultant sponsoring requirements above and are registered for AMBITION and check in in-person to the event by the time and day above. **Limit of one (1) entry per person per Contest.** The drawing is subject to all applicable federal, state, and local laws and regulations and void where prohibited. Employees (and their immediate families and household members) of Ambit Energy, its parents, affiliates, subsidiaries, and advertising and promotion agencies are not eligible to participate in the drawing. The Contest is open to all eligible registrants who are consultants or other service providers of Sponsor’s affiliates and is not offered in connection with or incidental to the promotion, advertising or sale of consumer products or services.

4. **Prizes.** There are **six (6) total prizes, 3 for July Contest and 3 for August Contest**, available based on consultant sponsoring activity and AMBITION registration and check-in. There will be one winner each from the list of prizes below for each Contest, and **each winner must be a participant of the in-person AMBITION experience.** The prizes (and their approximate retail values (“ARV”) for each Contest are:

- \$7,500 (ARV \$7,500)
- \$2,000 (ARV \$2,000)
- \$500 (ARV \$500)

The Total ARV of all the prizes is **\$20,000**. All taxes and other fees on the prize are the sole responsibility of the 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. The prizes are not transferrable, extendable, or exchangeable.

5. **Random Drawings.** One (1) prize winner from each group and a total of six (6) winners will be selected at random to take place on September 1, 2023, from all eligible entries received up until 12:00 p.m. CT the same day. The six (6) prize winners will be drawn from a prize barrel including the names of all eligible consultants. The odds of winning depend on the number of eligible entries received. Approximately 1,000 participants will be entered into the drawing. 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 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.

6. **Conditions of Participation.** Participants agree to be unconditionally bound by these rules and all decisions of Sponsor, whose decisions will be final. By registering and/or submitting an entry, participants grant to Sponsor, its agents, affiliates 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 Sponsor and will not be acknowledged or returned. Sponsor shall not be

responsible for registration errors or for lost, late, damaged, misidentified, or misdirected entries. If, for any reason, the fairness or integrity of the drawings becomes compromised, Sponsor reserves the right to terminate or modify the drawing, and to disqualify any individual who tampers with the entry process or the administration of the drawing. The prize conditions herein are not all-inclusive, and the prize may be subject to additional restrictions and/or conditions imposed by Sponsor in its sole discretion.

7. Prize Winner Notification and Announcement. Upon drawing the winning name, the prize winner will be notified immediately by general public announcement at the AMBITION event. The winner will be recognized during the AMBITION event and the prize will be added to the consultant's next weekly check.

8. No Warranties. Sponsor makes no warranties whatsoever with regard to the drawing and prize.

9. 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.

10. Indemnification. Each participant hereby agrees to indemnify and hold Sponsor and its affiliates 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.

11. Governing Law. All issues and questions concerning the construction, validity, interpretation and enforceability of these rules, or the rights and obligations of participants or Sponsor 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.

12. Winner List. To receive the Sweepstakes results (winner list), available after September 1, 2023, send an email to events@ambitenergy.com. Winner list requests must be received by September 5, 2023.