



AMBITION 2018 | CAR GIVEAWAY RULES

1. HOW TO ENTER. Each participant who registers for Ambition 2018 (“Ambition”) will be entered in a drawing for a chance to win a Ford Mustang, according to the rules and procedures set forth below. If you are eligible and meet the Ambition registration requirements, you will be randomly assigned a number which will be placed in a tumbler from which Ambit will randomly select a winning number on Saturday, September 1, 2018. Your assigned number is your entry into the drawing. Please note: 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.

2. 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. Each participant who registers for Ambition by the morning of September 1, 2018 will be assigned one number that will be entered into the drawing for the Ford Mustang. There is a limit of one (1) 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 drawing.

3. PRIZE. There is one prize available. The prize is a Ford Mustang, valued up to and not to exceed \$41,000. All taxes and other fees on the prize are the sole responsibility of the winner. The prize has no cash value, cannot be redeemed for cash, and is not transferrable, extendable, or exchangeable. However, if the prize winner is a Canada or Japan resident, or does not have a valid US driver’s license and insurance, the winner will receive the cash value of the car, with depreciation, and not the car itself. All other prize expenses not specified herein are the sole responsibility of the prize winner.

4. RANDOM DRAWING. One (1) Ford Mustang winner will be selected by random drawing, to take place on September 1, 2018, from all eligible entries received up until the morning of the same day. The odds of winning depend on the number of eligible entries received. Approximately 6,000 participant numbers will be issued by Ambit to eligible participants to enter into the drawing. Ambit’s determination of the winner by the random selection of an entry will be final and binding.

5. 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 drawings becomes compromised, Ambit 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 car must be claimed by the winner within fourteen (14) after the winner is selected. 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.

6. PRIZE WINNER NOTIFICATION AND ANNOUNCEMENT. Upon drawing, the car winner will be notified immediately by general public announcement at Ambition. The prize must be claimed at the time the winner is announced or it will be forfeited and another winner will be selected by random drawing. **YOU MUST BE PRESENT TO WIN. NO EXCEPTIONS.**

7. 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.

8. 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.

9. 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.

10. 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.

11. SPONSOR. Ambit is the sole sponsor of this car giveaway.