

## **IDAHO POWER'S "empowered community" ENROLLMENT SWEEPSTAKES**

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**NO PURCHASE NECESSARY TO ENTER OR WIN.** A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS ENROLLMENT SWEEPSTAKES IS INTENDED FOR PARTICIPATION IN THE STATE OF IDAHO AND OREGON ONLY. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. THIS ENROLLMENT SWEEPSTAKES IS VOID WHERE PROHIBITED. THE ODDS OF WINNING DEPEND ON THE NUMBER OF ENTRIES RECEIVED.

**1. SPONSOR AND ADMINISTRATOR:** The "empowered community" Enrollment Sweepstakes (the "Enrollment Sweepstakes") is sponsored by Idaho Power with an address at 1221 West Idaho Street, Boise, Idaho 83702 ("Sponsor"). The Enrollment Sweepstakes will be administered by Vision Critical Communications Inc. with an address at 200 Granville Street, Mezzanine Floor, Vancouver, BC, V6C 1S4 Canada ("Administrator"). We may change the administrator from time to time, and will provide notice of the change to participants.

**2. ELIGIBILITY:** The Enrollment Sweepstakes is open only to Idaho Power individual residential customers who are eighteen (18) years and older at the time of entry. Employees or representatives of Sponsor or Administrator and their parent corporations, subsidiaries, affiliates, or agents, and their immediate family members (spouse, parent, child, sibling, and their respective spouses) are not eligible to enter or win the Enrollment Sweepstakes. All applicable federal, state and local laws and regulations apply. Only participants who comply with all terms and conditions of these Enrollment Official Rules will be eligible to win. Void where prohibited by law. Entry in the Enrollment Sweepstakes constitutes your full and unconditional acceptance of these official rules ("Enrollment Official Rules").

**3. ENROLLMENT SWEEPSTAKES PERIOD:** The Enrollment Sweepstakes entry period starts on February 1, 2019 at 12:00 a.m. Mountain Time ("MT") and ends on March 31, 2019 at 11:59 p.m. MT (the "Enrollment Sweepstakes Period"). Eligibility for entry into the Enrollment Sweepstakes will cease at the applicable time and date, and all entries received thereafter will be considered disqualified and will be ineligible for participation. If Sponsor does not receive your entry for any reason, or if your entry is not entered correctly, the entry will be invalid and you will be ineligible to participate or win.

- 4. HOW TO ENTER:** There are two (2) methods of entry into the Recruitment Period drawings:
- 1) Submission by online entry; or
  - 2) Submission by regular mail.

**Online Entry:**

[February 1, 2019 – March 31, 2019 (“Recruitment Period”)]. To enter online, visit [www.ipempoweredcommunity.com](http://www.ipempoweredcommunity.com) and join the online community (“Community”) by completing the online entry form with your full name and email address where indicated. By joining the Community, you authorize Sponsor to send you periodic surveys. You must join the Community by 11:59 p.m. MT on March 31, 2019, or the entry is not eligible for the Recruitment Period drawings. One (1) submission of the completed online entry form will count as one (1) entry in the Recruitment Period drawings.

**Alternate Mode of Entry:**

You may also enter the Recruitment Period drawings by legibly printing your full name, address, telephone number, and email address on a 3 X 5 inch card or piece of paper and mailing it in a self-addressed envelope with proper first class postage affixed to: Idaho Power “empowered community” Enrollment Sweepstakes, c/o Vision Critical Communications Inc., 200 Granville Street, Mezzanine Floor, Vancouver, BC, V6C 1S4 Canada. All mail entries must be postmarked by March 31, 2019, or the entry is not eligible for the Recruitment Period drawings. One (1) entry via mail will count as one (1) entry in the Recruitment Period drawings.

- 5. ADDITIONAL TERMS OF ENTRY:** Limit is one (1) entry per person per each joining of the Community regardless of the method of entry.

All entries become the sole and exclusive property of Sponsor and will not be returned. Receipt of entries may not be acknowledged, and proof of submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for, and shall not be liable for late, lost, misdirected, or unsuccessful entries for any reason. Sponsor reserves the right in its sole discretion to reject any entry for failure to fully comply with these Enrollment Official Rules.

**6. SELECTION OF ENROLLMENT SWEEPSTAKES WINNER(S):**

Winner(s) will be selected in a random drawing from all eligible entries received or postmarked during the Recruitment Period and in accordance with these Enrollment Official Rules. The Recruitment Period drawing will be held on or before April 10, 2019.

**7. PRIZES AND APPROXIMATE RETAIL VALUE:**

Four (4) cash prizes in an amount determined at the Sponsor’s discretion, but not less than \$50 and not to exceed \$500 each, will be awarded in accordance with the fulfillment options provided by Administrator’s third party incentives fulfillment provider (which may include direct secure online bank deposit, virtual VISA card, and/or other fulfillment options, and are subject to changes in availability). Administrator’s third party incentives fulfillment provider will directly contact potential winners and request completion of a winner notification survey/form. Subject to completion of the winner notification requirements within the time period provided, such potential winners will be declared winners and Administrator’s third party incentives fulfillment provider will process and fulfill prizes as redeemed by such winners. Prizes subject to restrictions and an expiration date may apply. All Prizes will be awarded if the number of eligible entries received equals or exceeds the number of Prizes. Prizes may not be transferred, assigned, or substituted, except in Sponsor’s sole discretion.

All Prizes for the Recruitment Drawings may be collectively referred to as the “Prize(s)”. The Administrator and the Administrator’s third party incentives fulfillment provider are and shall remain solely responsible for the delivery of the Prize(s) to the Winner(s). The reporting and payment of all tax liabilities incurred by any Winner as a result of the Enrollment Sweepstakes, including but not limited to federal, state, and local income taxes, is the sole responsibility of the Winner. All federal, state, and local laws and regulations apply. The Winner is solely responsible for all other fees or costs associated with the Prize received, regardless of whether it, in whole or in part, is used. The Winner may be required to provide his/her Social Security Number for tax reporting purposes. The Winner may also be required to complete applicable tax documents and return them to Administrator or Sponsor.

**8. PRIZE AWARDING:** Each potential winner will be selected on or before the dates set forth above in a random drawing among all eligible entries properly submitted prior to the date of that drawing. Each potential winner will be notified within fifteen (15) business days of the drawing date via the email address provided by potential winner upon registration for the Community or regular mail address in the case of a regular mail entry. The potential winner will have seven (7) business days from the date of notification to accept the Prize. If the Prize notification is returned as undeliverable, if Administrator does not receive a response from the potential winner within seven (7) business days of the Prize notification attempt, if the potential winner rejects the Prize, or in the event of non-compliance with any of these Enrollment Official Rules, the potential winner’s interests in the Prize may be forfeited and awarded to an alternate winner from among the remaining eligible entries at Sponsor’s sole discretion. Administrator may, in its sole discretion, contact up to a maximum of 2 (two) alternate winners among the remaining eligible entries for each random drawing. Upon Prize forfeiture, no compensation will be given.

Sponsor is not responsible for, and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify the Winner, for any communication from participant to Sponsor which is late, lost, misdirected, or unsuccessful, or for any change of the Winner’s contact information. The potential winner will be subject to all requirements set forth in these Enrollment Official Rules. The potential winner will be required to comply with all instructions in the Prize notification and may be required to sign an affidavit of eligibility, a liability release, a publishing rights release, and/or a publicity release (where permitted by law).

Prizes will be awarded only on verification by Administrator or Sponsor that all Enrollment Sweepstakes requirements have been met by potential winners. Each Prize must be accepted as awarded and no substitution, transfer, conversion or assignment of Prizes will be allowed. No correspondence will be entered into except with selected entrants at the email address listed on the systems, or the postal address on the mail-in entries. The potential winner will be subject to all requirements set forth in these Enrollment Official Rules.

**9. ODDS OF WINNING:**

Odds of winning will be dependent on the number of eligible entries received during the Enrollment Sweepstakes Period in accordance with these Enrollment Official Rules. Sponsor cannot accurately predict the number of entries to be submitted in the Enrollment Sweepstakes. Odds of an entry winning any Prize will be the same, whether the entry was automatically generated by completing an online survey or by regular mail.

**10. USE OF WINNER’S NAME AND OTHER PERSONAL INFORMATION:** As a condition of entry into the Enrollment Sweepstakes, except where prohibited by law, each participant by entering and the Winner by accepting a Prize grants Sponsor, its parent, subsidiaries or affiliates

the universal and perpetual right and license to use, exploit, print, publish, re-produce, display, distribute and broadcast, and to grant others the right and license to use, exploit, print, publish, re-produce, display, distribute and broadcast the winner's name, actual or simulated likeness, photograph, image, voice, portrait, picture, personal characteristics, biographical information and other personal identification in any and all languages, formats and media now known and hereafter developed in connection with Sponsor's website, the Enrollment Sweepstakes and/or any Enrollment Sweepstakes-related activity and any and all advertising, promotion, marketing, and/or publicity thereof including all ancillary and subsidiary rights therein, without additional review, compensation, permission or approval.

#### **11. GENERAL CONDITIONS:**

Entries generated by a script, macro, robotic or other automated means will be disqualified. USE OF COMPUTER PROGRAMS TO ENTER AND/OR OTHER AUTOMATIC ENTRY METHODS (SUCH AS HACKS OR BOTS), REGARDLESS OF METHOD OF ENTRY, IS STRICTLY PROHIBITED. Sponsor reserves the right to disqualify, and block or discard any entries from, any individual who enters the Enrollment Sweepstakes by any kind of electronic, mechanical or other automated means or otherwise tampers with or hacks the entry process as determined by the Sponsor in its sole discretion. Sponsor also reserves the right, in its sole discretion, to cancel, modify or suspend the electronic portion of the Enrollment Sweepstakes in the event of a computer virus, bugs, tampering, unauthorized intervention, fraud, technical or system failure or disruption, force majeure or any other causes which, in Sponsor's sole opinion, corrupt the administration, security, fairness, integrity, or proper operation of the Enrollment Sweepstakes. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE ENROLLMENT SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT.

Participants enter at their own risk. No responsibility is assumed for and Administrator and its agents and Sponsor and its agents shall not be liable for: (i) late, lost, delayed, damaged, misdirected, incorrect, incomplete, ineligible or unintelligible entries; (ii) telephone, electronic, hardware, software program, network, Internet or computer failures or difficulties; (iii) errors in transmission; (iv) any condition caused by events beyond the control of Sponsor that may cause the Enrollment Sweepstakes to be disrupted or corrupted; (v) any injuries, losses, or damages of any kind caused by a Prize or resulting from acceptance, possession, use or misuse of a Prize, or from participation in the Enrollment Sweepstakes; or (vi) any printing or typographical error in any materials associated with these Enrollment Official Rules or the Enrollment Sweepstakes generally. Participants assume all liability for any injury or damages caused or claimed to be caused by his or her participation in the Enrollment Sweepstakes and/or the acceptance and/or use of any Prize, and release Sponsor and its officers, directors, employees, parents, subsidiaries, affiliates and agents and Administrator and its officers, directors, employees, parents, subsidiaries, affiliates and agents from any such liability. Sponsor and its officers, directors, employees, parents, subsidiaries, affiliates and agents and Administrator and its officers, directors, employees, parents, subsidiaries, affiliates and agents assume no responsibility for any injury or damage to participants or to any other person's computer or telephone relating to or resulting from entering or downloading materials or software in connection with this Enrollment Sweepstakes. Sponsor or Administrator may prohibit any Participant or potential Participant from entry in the Enrollment Sweepstakes, if at the sole discretion of Sponsor or Administrator, such person shows a disregard for these Enrollment Official Rules, or acts (1) with an intent to annoy, abuse, threaten, or harass any other entrant, Sponsor, or its agents or

representatives; or Administrator, or its agents or representatives or (2) in any other disruptive manner. Sponsor and Administrator make no warranties, and hereby disclaims any and all warranties, express or implied, concerning any Prize furnished in connection with this Enrollment Sweepstakes.

**12. PARTICIPANT OBLIGATIONS:** By entering, each participant agrees to defend, indemnify, release and hold harmless Sponsor from and against any and all losses, demands, damages, rights, claims, injuries, actions and liabilities of any kind arising out of or related to (i) entrant's participation in the Enrollment Sweepstakes or (ii) entrant's participation in any Prize-related activities (including, without limitation, an property loss, damage, personal injury or death caused to any person(s)). The Winner assumes all liability for any injury, death, or damage caused, or allegedly caused, in whole or in part, by participating in this Enrollment Sweepstakes or receipt, use or redemption of the Prize.

**13. ENROLLMENT OFFICIAL RULES:** By entering the Enrollment Sweepstakes, you agree to be bound by these Enrollment Official Rules which will be available on the Idaho Power "empowered community" website during the Enrollment Sweepstakes Period. By entering the Enrollment Sweepstakes, participants agree to waive any right to claim any ambiguity or error in these Enrollment Official Rules of the Enrollment Sweepstakes, or the Enrollment Sweepstakes itself and agree to be bound by these Enrollment Official Rules and by all decisions of the Sponsor, whose decision is binding and final in all respects. Sponsor also reserves the right to cancel the Enrollment Sweepstakes at any time in its sole discretion, provided that in the event of such cancellation Sponsor shall still award any Prize won but not yet fulfilled prior to such cancellation.

**14. APPLICABLE LAWS AND JURISDICTION:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Enrollment Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Enrollment Sweepstakes, shall be governed by and construed in accordance with the laws of Idaho and Oregon without giving effect to any choice of law or conflict of law rules or provisions which would cause the application of the laws of any jurisdiction other than the laws of Idaho and Oregon.

**15. PERSONAL INFORMATION:** The personal information collected through this Enrollment Sweepstakes is subject to Idaho Power's Privacy Policy, located at <https://www.idahopower.com/AboutUs/CompanyInformation/privacy.cfm>. By entering this Enrollment Sweepstakes, you agree to the use of your personal information as described in the above Privacy Policy.

**16. WINNER LIST/RULES:** These Enrollment Official Rules and the name of the Winner may be obtained by sending a self-addressed, stamped envelope to Vision Critical Communications, Inc., c/o Idaho Power "empowered community" Enrollment Winners List, 200 Granville Street, MZ, Vancouver, BC, V6S 1S4.