

## IDAHO POWER'S "Empowered Community" 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 SWEEPSTAKES IS INTENDED FOR PARTICIPATION IN THE STATE OF IDAHO AND OREGON ONLY. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. THIS SWEEPSTAKES IS VOID WHERE PROHIBITED. THE ODDS OF WINNING DEPEND ON THE NUMBER OF ENTRIES RECEIVED.

**1. SPONSOR AND ADMINISTRATOR:** The "Empowered Community" Sweepstakes (the "Sweepstakes") is sponsored by Idaho Power with an address at 1221 West Idaho Street, Boise, Idaho 83702 ("Sponsor"). The Sweepstakes will be administered by Alida with an address at 500 – 365 Bloor Street East Toronto, ON, M4W 3L4 Canada ("Administrator"). We may change the administrator from time to time, and will provide notice of the change to participants.

**2. ELIGIBILITY:** The 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 Sweepstakes. All applicable federal, state and local laws and regulations apply. Only participants who comply with all terms and conditions of these Official Rules will be eligible to win. Void where prohibited by law. Entry in the Sweepstakes constitutes your full and unconditional acceptance of these official rules ("Official Rules").

**3. SWEEPSTAKES PERIOD:** The Sweepstakes entry period started on February 1, 2015 and ends on a date to be determined by Sponsor (the "Sweepstakes Period"). Eligibility for entry into the 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. While the Sweepstakes Period is open, participants may opt out at any time by clicking the "unsubscribe" link contained within any Sweepstakes or Community-related email communication sent by Sponsor or by emailing Sponsor at [support@ipempoweredcommunity.com](mailto:support@ipempoweredcommunity.com) and requesting to opt out of receiving all future correspondence regarding the Sweepstakes.

#### **4. HOW TO ENTER:**

**Online Entry:** To enter online, you must complete and submit a survey by following the instructions set forth therein. Submission of a completed survey by 11:59 p.m. MT on the last day of the month is considered entry into that month's drawing. All online monthly entries must be completed and submitted by 11:59 p.m. MT on the last day of the month to be eligible for that month's drawing. One (1) submission of a completed survey will count as one (1) entry in the drawing for the month in which the survey was completed. Administrator's clock will be the official clock of the Sweepstakes.

Participants may opt out of the Community, and therefore, opt out of receiving the opportunity to complete surveys, to participate in future drawings, and to participate in the remainder of the Sweepstakes, at any time by clicking the "unsubscribe" link contained within any Sweepstakes or Community-related email communication sent by Sponsor or by emailing Sponsor at support@ipempoweredcommunity.com and requesting to opt out of receiving all future correspondence regarding the Sweepstakes.

If multiple submissions of the same survey are submitted by any participant, only the first entry received by Sponsor will be entered into the Sweepstakes. Participants may not enter with multiple email addresses, nor may participants use any other device or artifice to enter as multiple participants. Any participant who attempts to enter with multiple email addresses under multiple identities or uses any device or artifice to enter multiple times will be disqualified, at Sponsor's sole discretion. Multiple participants are not permitted to share the same email address. Automated entries are prohibited, and any use of automated devices will cause disqualification. All entries will be deemed to have been submitted by the holder of the email from which it was sent. For these purposes, an email account holder shall mean the primary person who is assigned to such email account by the Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with such email account.

**5. ADDITIONAL TERMS OF ENTRY:** Limit is one (1) entry per person per each survey 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 Official Rules.

**6. SELECTION OF SWEEPSTAKES WINNER(S):** Winners will be selected in a random drawing from all eligible entries received or postmarked by the last day of the month and in accordance with these Official Rules. The monthly drawings will be held on or before the 10<sup>th</sup> day of the month following the month the survey was completed.

**7. PRIZES AND APPROXIMATE RETAIL VALUE:** Two (2) 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 monthly 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.

**Ad Hoc Drawings:** When deemed appropriate by Sponsor and Administrator, additional drawings may be conducted in relation to unique research requests. Unique research requests are those that require additional time and engagement by a participant and thus may, in the Sponsor's discretion, warrant the opportunity to win an additional Prize. The number and value of the additional Prize for these unique research requests, if any, will be determined in the Sponsor's discretion, but the Prize amount for any unique research request will not exceed \$1,000 in the aggregate. Participants will be notified in advance of participating in unique research requests of the opportunity to win an additional Prize. Ad Hoc awards will be 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 monthly drawings and Ad Hoc 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 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 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 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 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 Official Rules.

**9. ODDS OF WINNING:** Odds of winning will be dependent on the number of eligible entries received during the Sweepstakes Period in accordance with these Official Rules. Sponsor cannot accurately predict the number of entries to be submitted in the 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 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 Sweepstakes and/or any 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 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 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 Sweepstakes. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE 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 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 Sweepstakes; or (vi) any printing or typographical error in any materials associated with these Official Rules or the Sweepstakes generally. Participants assume all liability for any injury or damages caused or claimed to be caused by his or her participation in the 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 Sweepstakes. Sponsor or Administrator may prohibit any Participant or potential Participant from entry in the Sweepstakes, if at the sole discretion of Sponsor or Administrator, such person shows a disregard for these 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 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 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 Sweepstakes or receipt, use or redemption of the Prize.

**13. OFFICIAL RULES:** By entering the Sweepstakes, you agree to be bound by these Official Rules which will be available on the Idaho Power "Empowered Community" website during the Sweepstakes Period. By entering the Sweepstakes, participants agree to waive any right to claim any ambiguity or error in these Official Rules of the Sweepstakes, or the Sweepstakes itself and agree to be bound by these 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 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 Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the 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 Sweepstakes is subject to Idaho Power's Privacy Policy, located at <https://www.idahopower.com/AboutUs/CompanyInformation/privacy.cfm>. By entering this Sweepstakes, you agree to the use of your personal information as described in the above Privacy Policy.

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