



## EPB SOCIAL MEDIA PROMOTIONAL TERMS AND CONDITIONS

### **NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED.**

From time to time, the Electric Power Board of Chattanooga ("EPB") or its contractors or agents (collectively "**Sponsor**") may conduct a sweepstakes, contest, and/or other promotion (each, a "**Promotion**") utilizing in whole or part social media or a networking website, including, but not limited to, Facebook, Instagram and Twitter (each, a "**Social Media Site**") and the [www.epb.com](http://www.epb.com) website. Unless Sponsor provides otherwise, these terms and conditions (the "**Terms and Conditions**") are the official rules for any Promotion conducted by Sponsor using a Social Media Site and the [www.epb.com](http://www.epb.com) website. Sponsor may terminate, extend, or alter any Promotion in its sole discretion, and may change these Terms and Conditions at any time. These Terms and Conditions will be effective and apply to all Promotions, unless specified otherwise. Subject to applicable law, EPB has the right to change these Terms and Conditions at any time and EPB may provide notice of the changes by updating these Terms and Conditions on the EPB website at [www.epb.com](http://www.epb.com). You should check the [www.epb.com](http://www.epb.com) website regularly for any updates to these Terms and Conditions. Any individual or entity that participates in a Promotion is subject to these Terms and Conditions and may be referred to as "**You**" or "**Entrant**".

**1. Promotion Posting.** Each Promotion will be announced by the Sponsor through a status update, tweet, post or other call-to-action on a Social Media Site or the [www.epb.com](http://www.epb.com) website ("**Promotion Posting**"), which shall contain information such as: how to enter, the entry deadline, how the winner(s) will be determined, the prize(s), and any additional eligibility requirements or terms not contained in these Terms and Conditions. All information contained in each Promotion Posting is incorporated herein by reference and becomes a part of these Terms and Conditions applicable to the Promotion.

**2. Eligibility.** Unless otherwise stated in a Promotion Posting, each Promotion is open to residents of the Tennessee Counties of Hamilton, Bledsoe, Bradley, Marion, Rhea and Sequatchie and the Georgia Counties of Catoosa, Dade, and Walker. You must be 18 years or older and a member of the Social Media Site that Sponsor is using for the Promotion. Promotions are not open to employees, officers or directors, or members of

the immediate family or household of any of the foregoing, of Sponsor, its affiliates, agents, partners or any advertising or promotion agencies involved in the Promotion. You do not need to be a customer of Sponsor to enter. Void where prohibited.

**3. Entry.** To enter, follow the instructions provided in the Promotion Posting and provide the information and/or materials specified in the Promotion Posting. The information and accompanying or referenced materials or creative works are collectively referred to as the "**Entry**". Submission of an Entry in any Promotion will only be via the method specified by Sponsor in the Promotion Posting, and all Entries must include the information requested by Sponsor and be received on or before the Promotion's deadline to be eligible. Late and/or duplicate Entries will be disqualified. Entries generated by script, macro, or other automated means, or by any means that, in the sole opinion of Sponsor, disrupt or subvert the Entry or Promotion process, are void. Only one prize per person, household, email address, or username will be allowed per Promotion.

**4. Requirements of Photo and Video Entries.** By submitting a photo or video, You agree that the photo or video complies with these Terms and Conditions and does not contain a virus or other malware, and that You and all persons appearing or who are identifiable in the photo or video consent to the submission and use of the photo or video for the Entry for the applicable Promotion. All photo and video Entries:

- Must be entirely the original work of the Entrant;
- Must comply with the terms of use and terms and conditions of the Social Media Site(s) used in the Promotion;
- Must not have been submitted previously in a promotion of any kind, nor exhibited or distributed previously in any media;
- Must not contain material that violates or infringes a third party's intellectual property rights;
- Must not show or identify any products or services of any person or entity other than Sponsor;
- Must not disparage Sponsor or any third party;
- Must not include personally-identifiable information;
- Must not contain material that, in Sponsor's sole opinion, is tortious, defamatory, slanderous or libelous, or is unlawful in any way; and

- Must not contain material that, in Sponsor's sole opinion, promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.

Sponsor may disqualify any Entry for any reason, including if Sponsor determines, in its sole discretion, that an Entry fails to conform to these Terms and Conditions in any way. Decisions by Sponsor concerning compliance or lack of compliance with these Terms and Conditions are final and are not subject to any review.

**5. Reporting; Deletion or Request to Remove Entry.**

Sponsor reserves the right to report, delete and/or request removal of any Entry for any reason, in its sole discretion. Decisions concerning reporting, deletion, or removal of an Entry are final and are not subject to any review.

**6. Potential Winner(s) Selection. "Potential Winner(s)" will be:**

- For Sweepstakes: Chosen in a drawing conducted by Sponsor from among all eligible Entries received for a Promotion on or following the Promotion deadline set forth in the Promotion Posting. Odds of winning such a Promotion will depend on the number of eligible Entries received for the Promotion.
- For Contests: Unless provided otherwise in the Promotion Posting, chosen by a judge or panel of judges selected by Sponsor based on the Entry, to be determined based on criteria that may include originality, creativity, relevance to the theme of the Promotion, and other criteria chosen specified by Sponsor. In the event that Sponsor determines, in its sole discretion, that it has not received a sufficient number of eligible Entries meeting the relevant criteria for a Contest, Sponsor may choose not to award any prize(s).

**7. Potential Winner Notification and Winner Confirmation.**

Sponsor will notify Potential Winner(s) within approximately thirty (30) business days following the conclusion of a Promotion by email or by a private message or post via the Social Media Site or the [www.epb.com](http://www.epb.com) website used for the applicable Promotion. To become a "Confirmed Winner", Potential Winners will be required to sign and return an Affidavit of Eligibility, Liability Release, and Publicity Release in the form specified by Sponsor. Potential winners will have three (3) business days to complete all such information and return the completed documentation to the Sponsor. If a Potential Winner cannot be contacted,

does not respond to Sponsor's notification within three (3) business days, does not accurately complete the documentation, does not meet the stated eligibility requirements, refuses the prize, is ineligible to be a Potential Winner, or otherwise fails to comply with these Terms and Conditions, Sponsor, in its sole discretion, may select an alternate Potential Winner from the remaining eligible Entries received for the applicable Promotion or may announce that no prize(s) will be awarded and the Promotion is terminated.

**8. Prizes.** The number and approximate retail value of prizes awarded in any Promotion will vary and will be set forth in the Promotion Posting. Prizes are awarded "as is" with no warranty or guarantee, either express or implied, including warranties of merchantability and fitness for a particular purpose. Prizes may not be substituted, transferred, assigned or redeemed for cash. Sponsor reserves the right, in its sole discretion, to substitute a prize (or portion thereof) with one of comparable or greater value. If a prize is a product or service of a party other than Sponsor, Confirmed Winner(s) shall be subject to the terms and conditions established by such party. Prizes only include what is in the prize description. Confirmed Winner(s) may be required to provide proof of their name, address, phone number, age, or other information in order to receive a prize.

**9. Limitation of Liability and Hold Harmless Agreement.**

Sponsor will not be responsible for: (i) late, incomplete, or incorrect Entries; (ii) Entrant's failure to receive prize notifications for any reason; (iii) any human error that may occur in the receipt, processing, or evaluation of Entries; (iv) any typographical, technological, or other error in the publishing of the Promotion, administration of the Promotion, or announcement of the Potential Winner(s); or (v) any decisions or judgments made by or at the request of Sponsor. **BY ENTERING A PROMOTION, YOU AGREE TO HOLD SPONSOR AND ITS RELATED ENTITIES, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, AFFILIATES, SUCCESSORS AND ASSIGNS HARMLESS FROM ANY CLAIM, LIABILITY, LOSS, DAMAGE (INCLUDING PUNITIVE, INCIDENTAL, AND CONSEQUENTIAL DAMAGES), OR EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING OUT OF OR IN CONNECTION WITH PARTICIPATION IN A PROMOTION OR THE ACCEPTANCE, USE OR MISUSE OF ANY PRIZE. BY SUBMITTING AN ENTRY YOU**

**CERTIFY THAT THE ENTRY MEETS THE REQUIREMENTS OF THESE TERMS AND CONDITIONS AND PROMOTION POSTING, INCLUDING WITHOUT LIMITATION THAT YOU OWN ALL PARTS OF THE ENTRY AND/OR YOU HAVE THE EXPRESS WRITTEN CONSENT OF ALL PERSONS DEPICTED IN ANY PART OF THE ENTRY, AND YOU AGREE TO INDEMNIFY AND HOLD SPONSOR, ITS RELATED ENTITIES, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, AFFILIATES, SUCCESSORS AND ASSIGNS HARMLESS FROM ANY CLAIMS, SUITS, OR ACTIONS RELATING TO OR ARISING FROM THE PROMOTION AND ENTRY, INCLUDING, WITHOUT LIMITATION, COMPENSATORY DAMAGES, PUNITIVE DAMAGES, STATUTORY DAMAGES, ATTORNEY'S FEES, AND EXPENSES.**

**10. Rights to Entries.** By submitting an Entry, You grant Sponsor a perpetual, irrevocable, assignable, royalty-free, fully paid-up, worldwide license to use, exploit, edit, modify, post, disseminate, create derivative works of, distribute and otherwise make use of the Entry in any and all media now known or hereafter devised (including, without limitation, on Sponsor's websites, video channels, and social media accounts), effective on the date You submit such Entry, and without compensation or notification to You or any requirement of further permission from You or any third party. Upon request of Sponsor, You agree to execute any document(s) reasonably required to confirm Your grant of the rights described in this Section.

**11. Publicity and Personal Release.** By participating in a Promotion, You grant Sponsor, and any person or entity designated by Sponsor, permission to use Your name, username, address, photograph, voice and/or likeness, and prize information in all media now known or hereafter discovered, worldwide, for any purpose in reference to a Promotion without additional compensation, consideration, or consent for a period of ten (10) years from the date You submit Your Entry. Upon request of Sponsor, You agree to execute any document(s) reasonably required to confirm Your grant of the rights described in this Section.

**12. Release for Minors.** By submitting an Entry that contains the name, photograph, voice, and/or likeness of a minor, You acknowledge and agree that you are the minor's parent or legal guardian, or have received valid permission from the minor's parent or legal guardian,

and have the authority and right to, and thereby do, grant Sponsor an irrevocable, assignable, royalty-free, fully paid-up, worldwide license to use, exploit, edit, modify, post, disseminate, create derivative works of, distribute, and otherwise make use of such Entry in any and all media now known or hereafter devised, effective beginning on the date You Submit such Entry for a period of ten (10) years, and without compensation or notification to, or requirement of further permission from, Entrant or the minor appearing in the Entry. Upon request of Sponsor, You agree to execute any document(s) reasonably required to confirm Your status as a minor's parent or legal guardian or you agree to submit any document(s) that the minor's parent or legal guardian provided permission to use such Entry.

**13. Privacy.** Information submitted with an Entry is subject to Sponsor's Privacy Policy. To read the Privacy Policy go to <https://epb.com/legal>.

**14. Governing Law.** All matters arising out of or relating to any Promotion and these Terms and Conditions are governed by, and construed in accordance with, the laws of the State of Tennessee, without giving effect to any of its conflict of laws provisions thereof. You further agree that any legal suit, action, or proceeding arising out of or relating to any Promotion or these Terms and Conditions shall be brought exclusively in the applicable federal or state courts located in Chattanooga, Tennessee.

**15. Winners List.** For the name(s) of the winner(s) of a Promotion, check the Social Media Site or the [www.epb.com](http://www.epb.com) website used in the Promotion or send your request with a self-addressed stamped envelope to Electric Power Board of Chattanooga, Attention: Manager of Social, Digital and Traditional Marketing, P.O. Box 182255, Chattanooga, TN 37422, no later than thirty (30) days following the conclusion of the applicable Promotion.

**16. Contact Address.** Electric Power Board of Chattanooga, P.O. Box 182255, Chattanooga, TN 37422

**17. Miscellaneous.** Promotions are in no way sponsored, endorsed, or administered by, or associated with Facebook, Twitter, Instagram or any other Social Media Site utilized by the Promotion. If entering via a Social Media Site, You understand that by entering You must provide Your Entry information to Sponsor and not the Social Media Site.