

# SHIPLEY ENERGY OFFICIAL GIVEAWAY RULES

## Shipley Energy Football Ticket Giveaway Official Rules

If you participate via mobile device, message and data rates may apply.

### 1. ELIGIBILITY:

A. NO PURCHASE IS NECESSARY TO ENTER OR CLAIM A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. “**Shipley Energy Football Ticket Giveaway Official Rules**” Sweepstakes (the “Sweepstakes”) is open to legal residents of Pennsylvania and Maryland, age eighteen (18) years or older at the time of entry, except current or former employees, their spouses, and immediate families (parent, child, sibling, and any of their respective spouses) and household members (whether or not related) of Shipley Energy (“Sponsor”), Penn State Sports Enterprises, LLC (“Administrator”), Penn State University Athletics Department, and each of their respective parent, subsidiaries, divisions, trustees, franchisees, participating vendors, distributors, cable affiliates, advertising and promotion agencies, and affiliated entities (collectively, including Sponsor, the “Sweepstakes Entities”).

B. The Sweepstakes is governed by U.S. law and is subject to all applicable federal, state, and local laws and regulations. By entering the Sweepstakes, entrants agree to accept and be bound by all terms of these official rules (“Official Rules”). Void where prohibited by law.

### 2. HOW TO ENTER:

A. From 12:00 AM Eastern Time (“ET”) on Wednesday, August 14, 2024, through 11:59 PM ET on Wednesday, November 20, 2024 (the “Entry Period”), Sponsor and Administrator will conduct a Giveaway encouraging participants to enter for a chance to win a prize. There is one (1) way to enter the Sweepstakes:

(i) Entrants can visit <https://offers.shipleyenergy.com/fy25-psu-football-ticket-giveaway> and follow the instructions to complete and submit the online form, including the entrant’s name, telephone number, email address, and any other information requested on the form. Entrants will receive one (1) entry for each qualified submission. To be eligible, each Sweepstakes entry via this method must be received no later than 11:59 PM ET on Wednesday, November 20, 2024. LIMIT ONE ENTRY PER PERSON.

By entering the Sweepstakes, entrants agree to receive marketing and promotional communications from the Sponsor. Entrants can unsubscribe or opt-out of marketing and promotional communications at any time.

B. Entries generated by script, macro, or other automated means will be void. The Sweepstakes Entities are not responsible for misdirected, incomplete, lost, late, illegible, undelivered, inaccurate, or delayed entries, or for technical, hardware, or software failures of any kind, lost or unavailable network

connections, or failed, incomplete, garbled or delayed computer transmissions or other errors or problems that may limit or affect a person's ability to participate in the Sweepstakes, whether human, mechanical, typographical, printing, electronic, network or otherwise, relating to or in connection with the Sweepstakes, including, without limitation, errors that may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prizes or in any Sweepstakes-related materials. In the event of sabotage, act of God, terrorism or threats thereof, computer viruses, or other events or causes beyond the Sponsor's control that corrupt the integrity, administration, security, or proper operation of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to disqualify entrants and/or modify, cancel or suspend the Sweepstakes. In the event of cancellation, Sponsor reserves the right to award prizes from among all eligible, non-suspect entries received prior to the event requiring such cancellation. False or deceptive entries or acts will render the entrant ineligible. All entries become the property of the Sponsor and will not be acknowledged or returned. ANY ATTEMPT DELIBERATELY TO DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

### **3. HOW TO WIN:**

A. Throughout the duration of the Sweepstakes, seven (7) potential Prize Winners (when verified by Sponsor and Administrator as set forth below, the "Winners") will be selected in a random drawing from all eligible entries received. The potential Winner will be notified by Sponsor or Administrator via email and/or telephone and must meet all eligibility requirements, including timely replying to the notification and execution and return of all necessary releases and documents (if any) required by Sponsor and/or Administrator. Winning a prize is contingent upon fulfilling all requirements set forth in these Official Rules. The odds of winning depend on the number of eligible entries received.

B. If there is a dispute as to the identity of a Winner, the winning entry will be declared to have been made by the authorized email account holder at the time of entry. The potential Winner will be disqualified, the prize will be forfeited, and an alternate potential Winner will be selected by alternate random drawing from among all remaining eligible entries, and an alternate Winner may be selected at Sponsor's sole and absolute discretion if: (i) any prize notification is returned as undeliverable; (ii) a potential Winner declines his or her prize; (iii) a potential Winner fails to comply with any of the Official Rules; or (iv) a potential Winner does not respond to notification or accept the prize within twenty-four (24) hours.

C. The decisions of Sponsor and Administrator in all matters regarding this Sweepstakes are final and binding.

### **4. PRIZES:**

A. Seven (7) Winners will receive one (1) prize pack which will consist of the following:

(i) Two (2) tickets to a Penn State home football game in the 2024 season for a game promotion date selected by Shipley Energy.

(ii) Two (2) sidelines passes to spend 15 minutes on the sideline before or during the game promotion date in the 2024 season selected by Shipley Energy. Winner must comply with all Penn State Sports Enterprises and Penn State University Athletics Department rules. Must be 18 years or older to be permitted on the sideline.

(iii) One (1) chance to win \$50,000 if a member of the Penn State Nittany Lions returns an eligible, Opening Kick Off for a touchdown at Beaver Stadium for the home football game on the date that coincides with their winning tickets in section 4.A.(i). A "Kick Off" is defined as: A place kick or drop kick that starts each half and extra period and follows each extra point attempt and field goal. An eligible Kick Off for this cash prize is defined as the Opening Kick Off (initial Kick Off) of the 1st or 2nd half. A touchdown scored by the Kick Off team is ineligible and will not be considered for prize redemption. A Kick Off returned for a touchdown must be scored as such in the official box score. A Kick Off returned for a touchdown and nullified by a penalty is ineligible and will not be considered for prize redemption. The eligibility of any Kick Off returned for a touchdown is subject to the NCAA rules of football.

The chance to win the \$50,000 prize is limited to one (1) winner per promotion date. The promotion dates covered are the original home game schedule dates: 9/7/24, 9/21/24, 9/28/24, 10/5/24, 11/2/24, 11/9/24, and 11/30/24. If a game is canceled, rescheduled, or not completed on the exact date on the original ticket, the chance to win \$50,000 is void. The chance to win the \$50,000 prize is limited to the single Winner of the tickets as determined in section 3 for that specific game promotion date. The chance to win does not apply to Winner's guest(s), and is non-transferable. A winner of tickets and sideline passes is not eligible to win the cash prize for a promotion date that differs from the date on their tickets. The maximum prize limit is \$50,000, payable by the Administrator of the Sweepstakes. Winner must be present at the game to win.

(iv) One (1) \$200 Energy Credit that can be used for heating oil, propane, or HVAC services from Shipley Energy. The Energy Credit is non-transferable and cannot be exchanged for cash. The Energy Credit can be applied only once and is subject to service availability. The Energy Credit must be redeemed within 6 months from date of issuance. Any unused portion of credit will expire after this period. No refunds or credits will be issued for unused portions of credit.

B. No substitution or transfer of prizes or cash redemption by Winner is permitted. Sponsor reserves the right to substitute a prize (or portion thereof) of comparable or greater value, in its sole discretion. Winners are responsible for the reporting and payment of all federal, state and local taxes (if any) and any other costs and expenses associated with prize acceptance and use not specified in these Official Rules and/or in the applicable entry instructions as being provided. Winners are also responsible for complying with any investigations and providing any necessary paperwork, including affidavits, to redeem the cash prize. Prizes will be fulfilled within a reasonable amount of time of Sponsor's or Administrator's verification of Winner. All prize details and additional terms, conditions, or eligibility requirements are in Sponsor's and/or Administrator's discretion.

**5. GENERAL:** By entering this Sweepstakes, entrant grants Sweepstakes Entities and their designees the right, unless prohibited by law, to use their names, user names, cities and states of residences, voices, avatars, pictures and likenesses, and user-generated content without compensation, notification or approval, for the purpose of advertising and publicizing the goods and services of the Sweepstakes Entities and all matters related to the Sweepstakes, in any manner or medium, now or hereafter known, throughout the world in perpetuity. THE SWEEPSTAKES ENTITIES EXPRESSLY DISCLAIM ANY RESPONSIBILITY AND ENTRANTS AGREE TO INDEMNIFY AND HOLD HARMLESS THE SWEEPSTAKES ENTITIES AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS AND/OR LIABILITIES FOR INJURY/DEATH, DAMAGE OR LOSS TO ANY PERSON OR PROPERTY RELATING TO OR ARISING IN CONNECTION WITH PARTICIPATION IN THIS SWEEPSTAKES (REGARDLESS OF THE CAUSE OF SUCH INJURY OR LOSS), THE DELIVERY AND/OR SUBSEQUENT USE OR MISUSE OF THE PRIZE AWARDED AND/OR PRINTING, DISTRIBUTION OR PRODUCTION ERRORS. WINNER ACKNOWLEDGES THAT THE PRIZE IS AWARDED "AS IS" AND THAT SPONSOR HAS NOT MADE AND IS NOT IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY REPRESENTATION, GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, IN LAW OR IN FACT, RELATIVE TO ANY PRIZE, INCLUDING, BUT NOT LIMITED TO ITS QUALITY, MECHANICAL CONDITION OR FITNESS FOR A PARTICULAR PURPOSE.

**6. DISPUTES:**

A. Except where prohibited, entrants agree that: (i) any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes or any prize awarded will be resolved individually, without resort to any form of class action and exclusively by the appropriate court located in Pennsylvania; (ii) any and all claims, judgments, and awards to entrants will be limited to actual out of pocket costs incurred, including costs associated with participating in this Sweepstakes, but in no event attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental and consequential damages, and any other damages other than for actual out of pocket expense and any and all rights to have damages multiplies or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or entrants' and/or Sponsor's rights and obligations in connection with the Sweepstakes are governed by and construed in accordance with the laws of the State of Pennsylvania, without giving effect to any choice of law or conflict of law rules.

B. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in sweepstakes materials (including, but not limited to, point of sale, television, radio, digital and print advertising, promotional packaging, and other promotion media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

**7. PRIVACY POLICY:** Any personally identifiable information collected during an entrant's participation in this Sweepstakes will be used by Sponsor, Administrator, their affiliates, agents and marketers in accordance with Sponsor's privacy policy, located at <https://www.shipleenergy.com/privacy-policy/>.

**8. OFFICIAL RULES OR WINNERS LIST:** For a physical copy of the Official Rules or Winner List (available on or about Wednesday, November 20, 2024, send a self-addressed, stamped envelope to the following address no later than December 13, 2024 (Please specify “Official Rules” or “Winners”): **“Shiple Energy Football Ticket Giveaway Official Rules**, % Marketing Manager, 415 Norway St, York, Pennsylvania, 17403.

**9. SPONSOR/ADMINISTRATOR:** Sponsor: Shiple Energy, 415 Norway Street, York, Pennsylvania 17403. Administrator: Penn State Sports Enterprises, LLC, The Pennsylvania State University, 103 Innovation Blvd, Suite 212, State College, PA 16801.

**10. SHORT RULES: NO PURCHASE NECESSARY** to enter the **“Shiple Energy Football Ticket Giveaway**. Open to legal residents of Pennsylvania and Maryland, age 18+ years or older. Subject to Official Rules. Void where prohibited. Starts 12:00 AM ET on Wednesday, August 14, 2024; ends Wednesday, November 20, 2024. For Official Rules and entry info, visit <https://offers.shipleenergy.com/fy25-psu-football-ticket-giveaway>.

Sponsor: Shiple Energy