NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

- 1. Eligibility: This Campaign is open only to those who sign up on <a href="https://eastern.com/season-of-fuel-giveaway/">https://eastern.com/season-of-fuel-giveaway/</a> and who are 18 years of age or older as of the date of entry. The Campaign is only open to legal residents of Maine, New Hampshire, Massachusetts, Vermont, and Rhode Island, who must also reside within the Eastern Propane & Oil market area, and is void where prohibited by law. You do not need to be an existing customer of Eastern Propane & Oil to participate in the Campaign. Employees of Eastern Propane, its affiliates, advertising and promotion agencies, and suppliers (collectively the "Employees"), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Campaign. The Campaign is subject to all applicable federal, state, and local laws and regulations.
- 2. Agreement to Rules: By participating in the contest "You" agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements. In addition, you agree to accept the decisions of Eastern Propane & Oil as final and binding as it relates to the content of this Campaign.
- 3. Campaign Period: Entries will be accepted online starting on Thursday, November 9, 2023 at 8:00 AM EST and end on Sunday, November 26, 2023 at 11:59 PM EST. All online entries must be received by Sunday, November 26, 2023 at 11:59 PM EST.
- 4. How to Enter: The Campaign must be entered by submitting an entry using the online form provided at <a href="https://eastern.com/season-of-fuel-giveaway/">https://eastern.com/season-of-fuel-giveaway/</a>. The entry must fulfill all Campaign requirements, as specified, to be eligible to win. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Eastern Propane & Oil. You may enter only once. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Eastern Propane & Oil.
- 5. Prizes: The Winner(s) of the Campaign (the "Winner") will receive a Season of FREE Fuel courtesy of Eastern Propane & Oil. The 'season' is defined as the period between December through April; provided, however, that the amount of free fuel to be delivered to the Winner is capped at 800 gallons. The specifics of the prize shall be solely determined by Eastern Propane & Oil. No cash or other prize substitution shall be permitted except at Eastern Propane & Oil's discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for Eastern Propane & Oil to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.
- 6. Odds: The odds of winning depend on the number of eligible entries received.
- 7. Winner Selection and Notification: Winner will be selected by Eastern Propane & Oil. Winner will be notified by email and telephone within two (2) days following selection of Winner. Eastern Propane & Oil shall have no liability for Winner's failure to receive notices due to spam, junk e-mail, or other

security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within two days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as may be required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. Any violation of these official rules by winner at Eastern Propane & Oil's sole discretion will result in Winner's disqualification as Winner of the campaign, and all privileges as Winner will be immediately terminated.

- 8. Rights Granted by You: By entering this contest (e.g., photo, video, text, etc.), You understand and agree that Eastern Propane & Oil, anyone acting on behalf of Eastern Propane & Oil, and Eastern Propane & Oil's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent.
- 9. Terms & Conditions: If the Winner is NOT an existing Eastern customer, they will need to become an Eastern Propane & Oil customer in order to receive the prize. If the Winner requires propane fuel, they will need to use an Eastern Propane & Oil tank. If the Winner requires oil fuel, their oil tank will need to pass inspection. Eastern Propane & Oil reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond Eastern Propane & Oil's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, Eastern Propane & Oil may select the Winner from all eligible entries received prior to and/or after (if appropriate) any action taken by Eastern Propane & Oil in response to any such event or circumstance. Eastern Propane & Oil reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. Eastern Propane & Oil has the right, in its sole discretion, to maintain the integrity of the Campaign, to void entries for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, Eastern Propane & Oil reserves the right to seek damages to the fullest extent permitted by law.
- 10. Limitation of Liability: By entering, you agree to release and hold harmless Eastern Propane & Oil and its affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, directors, and owners from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv)

unauthorized human intervention in any part of the entry process or the Promotion; and (v) electronic or human error in the administration of the Promotion or the processing of entries.

- 11. Disputes: This Campaign is governed by the laws of the United States of America and New Hampshire, without respect to conflict of law doctrines. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in New Hampshire having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.
- 12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Eastern Propane & Oil's website. To read the Privacy Policy, click here: <a href="https://www.eastern.com/privacy-policy">https://www.eastern.com/privacy-policy</a>.
- 13. Winners List: To obtain a copy of the Winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to Eastern Propane & Oil, 28 Industrial Way, Rochester, New Hampshire, 03867, USA. Requests must be received no later than December 31<sup>st</sup>, 2023.
- 14. Sponsor: The Sponsor of the Campaign is Eastern Propane & Oil, 28 Industrial Way, Rochester, New Hampshire, 03867, USA.
- 15. Facebook: The Campaign hosted by Eastern Propane & Oil is in no way sponsored, endorsed, administered by, or associated with Facebook.