

**OFFICIAL RULES OF HENDRICKS POWER COOPERATIVE'S  
"HOME ENERGY CHECK" WEATHERIZATION CONTEST**

NO PURCHASE NECESSARY. YOU MUST BE AT LEAST 18 YEARS OF AGE OR OLDER AND A LEGAL RESIDENT OF THE UNITED STATES. CONTEST IS LIMITED TO OWNER-OCCUPIED RESIDENCES OF THE STATE OF INDIANA. ONLY LEGAL UNITED STATES RESIDENTS ARE ELIGIBLE TO ENTER THIS CONTEST. VOID WHERE PROHIBITED. SEE ADDITIONAL ELIGIBILITY REQUIREMENTS BELOW.

1. HOW TO ENTER: No Purchase Necessary. No entry fee, payment, or proof-of-purchase is necessary to participate in the Hendricks Power Cooperative "HOME ENERGY CHECK" weatherization contest ("Contest"). Entries will be accepted on September 26, 2009, during the Hendricks Power Cooperative Energy Efficiency Breakfast Exposition ("Expo"). Ten (10) finalists will be selected and announced immediately following the Expo on September 26<sup>th</sup>. Home audits will be conducted on each of the ten (10) homes, during the weeks of September 23 to October 9. The winner of the contest will be announced in October 2009, following the completion of the ten (10) energy audits. To be eligible to enter, you must own your home in the State of Indiana and must be a member of Hendricks Power Cooperative. By submitting an application you agree to let Hendricks Power Cooperative access your energy usage records and perform an energy audit if selected as a finalist. Limit one entry per household.

2. ELIGIBILITY: YOU MUST BE AT LEAST 18 YEARS OF AGE, OWN AND OCCUPY A HOME IN THE STATE OF INDIANA THAT IS NOT MANUFACTURED OR MOBILE, HAVE RESIDED IN THE HOME FOR A MINIMUM OF TWO YEARS, HOME CANNOT BE LEASED OR UNDER CONTRACT TO SELL, BE A LEGAL UNITED STATES RESIDENT, BE A MEMBER OF HENDRICKS POWER COOPERATIVE IN GOOD STANDING, AND SUBMIT A COMPLETED CONTEST ENTRY FORM ON SEPTEMBER 26, 2009 at the Expo. Employees, board members, and officers of Hendricks Power Cooperative, participating distribution cooperatives, Contest sponsors, or any companies owned by or affiliated with Contest sponsors, advertising agencies and any other company involved with the design, production, execution or distribution of this Contest, or any family or household members of such employees, board members, and officers are not eligible to enter or win the Contest.

3. GRAND PRIZE: One Grand Prize winner ("Winner") will be selected to receive up to \$6,000.00 worth of energy efficiency measures. Any upgrades or changes will be made to the Winner's home and are subject only to the warranties of the manufacturer and of the installing contractor. Hendricks Power Cooperative does not make any representation or extend any warranty for such upgrades or changes and the same are to be accepted by the Winner "as-is" and without warranty. The Winner is solely responsible for all applicable taxes. Hendricks Power Cooperative and the Contest sponsors make no representations or warranties of any kind concerning the appearance or performance of any upgrades or changes made to the winner's home.

4. SELECTION OF WINNER. Ten (10) finalists will be randomly selected on September 26<sup>th</sup> at the Expo and will be subject to an energy audit by Hendricks Power Cooperative. The Winner will then be selected through an energy efficiency screening process aimed at identifying the home that uses the most energy and that can benefit the most from the installation of energy efficiency measures. Factors to be considered in selecting the Winner may include: actual past energy use, size of home; age of home; number of occupants; number of years at present residence; style of home; and unusual energy uses. This screening process will conclude mid-October 2009 and will be performed by representatives of Hendricks Power Cooperative, whose decisions are final and binding. The Winner will be announced and contacted mid-October, upon the completion of the energy audits.

5. GENERAL: This Contest is subject only to the laws of Indiana and the United States. Prizes will be awarded and/or delivered only to addresses within the State of Indiana. No substitution of prize is offered, no transfer of a prize to a third party is permitted, and non-cash prizes may not be redeemed for cash value. Prize winner will be solely responsible for all applicable federal, state, and local taxes on prize; the winner will receive an IRS Form 1099 for the retail value of the prize. All other expenses on the receipt and use of the prize not specifically mentioned herein are the sole responsibility of the winner. Any portion of a prize not accepted by the winner will be forfeited.

6. CONDUCT: By entering the Contest, entrants agree to be bound by these Official Rules and the decisions of Hendricks Power Cooperative shall be final and binding in all respects. These Official Rules will be posted on the Hendricks Power Cooperative website no less than three weeks prior to the contest. Failure to comply with these Official Rules may result in disqualification. Hendricks Power Cooperative reserves the right at its sole discretion to disqualify any individual found to be tampering with the entry process or the operation of the Contest or the website; or to be acting in any manner deemed by Hendricks Power Cooperative to be in violation of the Official Rules; or to

be acting in any manner deemed by Hendricks Power Cooperative be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, HENDRICKS POWER COOPERATIVE RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON UP TO THE FULLEST EXTENT PERMITTED BY LAW.

7. LIMITATIONS OF LIABILITY: Hendricks Power Cooperative assumes no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Contest; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of the Contest; (d) inaccessibility or unavailability of the Internet or the website or any combination thereof, or; (e) any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the Contest or download of any materials in the Contest. If, for any reason, the Contest is not capable of running as planned for reasons that may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, then Hendricks Power Cooperative reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Contest in whole or in part.

8. WINNER NOTIFICATION: The Winner will be notified in person or by postal mail, email, or telephone based on the information provided on the contest entry form. The Grand Prize winner will be required to sign and return a Contest Winner Agreement, including a Liability Release clause and a publicity release within seven (7) days of winning the Contest. If any of the required documents are not returned within the required number of days, or if any mail (postal or email) is returned as undeliverable without a forwarding address, the prize may be forfeited and an alternate winner may be selected at Hendricks Power Cooperative's sole discretion.

9. WINNER RELEASE: All entrants, as a condition of entry into the Contest, agree to release Hendricks Power Cooperative, any Contest sponsors, their subsidiaries, divisions, affiliates, suppliers, printers, distributors, and advertising, promotional or judging agencies, from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with submitting an entry or otherwise participating in any aspect of the Contest, the receipt, ownership or use of any prize awarded, or while preparing for, participating in or traveling to or from any prize related activity, or for any typographical or other error in these Official Rules or the announcement of offering of any prize. Except for where prohibited by law, the Winner grants to Hendricks Power Cooperative the right to print, publish, broadcast, and use worldwide in any media now known or hereinafter known (including without limitation use online at the website) the Winner's name, address, voice, statement, pictures, or other likenesses, without additional compensation, for public relations, advertising, and promotional purposes as may be determined by Hendricks Power Cooperative.