

## Good Call. Great Yard. Contest. Rules OH-1 OFFICIAL RULES

Please read these Official Contest Rules (these "*Official Rules*") of Columbia Gas of Ohio, Inc.'s Good Call. Great Yard. 811 Contest. (the "*Contest*"). Entrant must agree to accept and comply with these Official Rules to participate in the Contest.

# NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE OR IMPROVE CHANCE OF WINNING.

# ENTRANTS ARE ENCOURAGED TO REFRAIN FROM INCLUDING SENSITIVE PERSONAL INFORMATION IN ENTRY POSTS.

- 1. Sponsor. Columbia Gas of Ohio, Inc., an Ohio corporation (the "*Sponsor*" or "*Columbia Gas of Ohio*"), with a principal business address is 290 West Nationwide Blvd., Columbus, OH 43215.
- 2. Who Can Enter? The Contest is open to current Columbia Gas of Ohio customers who are located in the Columbia Gas of Ohio service territory (each participating customer, an "*Entrant*"). Entrants must be at least 18 years of age and legal residents of the State of Ohio. Employees of Columbia Gas of Ohio or any NiSource Inc. affiliate or their advertising or promotional agencies or a member of their immediate families or households are ineligible. No more than one Entry per customer will be accepted.

The Columbia Gas of Ohio service territory can be identified by the following ZIP codes: 43001, 43002, 43003, 43004, 43005, 43011, 43013, 43014, 43015, 43016, 43017, 43018, 43019, 43021, 43022, 43023, 43025, 43026, 43027, 43028, 43030, 43031, 43032, 43033, 43035, 43036, 43037, 43040, 43044, 43045, 43046, 43048, 43050, 43054, 43055, 43056, 43062, 43064, 43065, 43068, 43071, 43073, 43074, 43076, 43078, 43080, 43081, 43082, 43085, 43101, 43102, 43103, 43105, 43107, 43109, 43110, 43111, 43112, 43113, 43116, 43117, 43119, 43123, 43125, 43126, 43127, 43130, 43135, 43136, 43137, 43138, 43140, 43143, 43144, 43146, 43147, 43148, 43149, 43150, 43152, 43153, 43154, 43155, 43157, 43158, 43162, 43163, 43164, 43201, 43202, 43203, 43204, 43205, 43206, 43207, 43209, 43210, 43211, 43212, 43213, 43214, 43215, 43217, 43219, 43220, 43221, 43222, 43223, 43224, 43227, 43228, 43229, 43230, 43231, 43232, 43235, 43240, 43302, 43310, 43314, 43315, 43316, 43319, 43320, 43321, 43322, 43323, 43325, 43326, 43331, 43332, 43337, 43338, 43340, 43341, 43342, 43344, 43345, 43346, 43350, 43351, 43356, 43358, 43359, 43402, 43406, 43408, 43410, 43412, 43416, 43420, 43430, 43431, 43433, 43435, 43439, 43440, 43441, 43443, 43445, 43447, 43449, 43450, 43451, 43452, 43457, 43460, 43462, 43463, 43465, 43466, 43468, 43469, 43528, 43537, 43551, 43560, 43602, 43604, 43605, 43606, 43607, 43608, 43609, 43610, 43611, 43612, 43613, 43614, 43615, 43616, 43617, 43618, 43619, 43620, 43623, 43624, 43701, 43713, 43717, 43718, 43719, 43722, 43723, 43724, 43725, 43728, 43730, 43731, 43732, 43733, 43735, 43738, 43748, 43749, 43755, 43756, 43758, 43759, 43762, 43764, 43766, 43767, 43768, 43772, 43773, 43777, 43778, 43779, 43780, 43782, 43783, 43786, 43787, 43788, 43791, 43793, 43802, 43811, 43812, 43821, 43822, 43830, 43832, 43837, 43842, 43844, 43845, 43903, 43906, 43907, 43908,



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The Contest website is operated by a third party, Woobox ("Woobox"). Woobox is not affiliated with Sponsor. Video and image entries and information provided though the Contest website to enter the Contest will be subject to Woobox Terms of Use and Privacy Policy, READ THEM CAREFULLY. Sponsor has no control over, and assumes no responsibility for, the content, terms of use, privacy policies, or practices of Woobox websites or services. Sponsor encourages you to be aware when you access some features of the Contest website or other website or services which are provided by, with or through Woobox or any other third party, to read the terms and conditions and privacy policy of such third party's website and service that you access. The video and image entries and information collected in connection with the Contest will also be shared with Sponsor.

3. When Does the Contest Begin? The Contest begins on June 1, 2022 and submitted videos or images (each an "*Entry*") will be accepted through 5 p.m. EDT on July 13, 2022 (the "*Contest Entry Period*").

#### 4. How to Enter?

- a. To enter the Contest, each Entrant must submit its Entry to Columbia Gas of Ohio during the Contest Entry Period and represents and warrants that he/she has met the following entry criteria:
  - i. Video entries must be no longer than 60 seconds, image entries must include one image with an accompanying explanation, no more than 250 words.



- ii. Entries must directly mention all of the following:
  - 1. Why the Entrant is deserving of the Good Call. Great Yard. Contest. Prize,
  - 2. What Entrant would use Good Call. Great Yard. Contest. Prize money for in their yard, and
  - 3. The statement "Call 811 Before You Dig. It's Free. It's Easy. It's the Law."
- iii. Entries must not include or encourage unsafe activities.
- iv. Entries must be the original work of the Entrant.
- v. Entries must not have been previously published, aired, distributed or have won an award in any other competition.
- vi. Entries must not include inappropriate language or imagery as determined by Sponsor.
- vii. Entries must not include persons or entities that have not consented to Entrant's inclusion of them in the video or image.
- viii. Entries must not infringe the intellectual property right of any other person or entity.
- ix. Entries must comply with the specific requirements of the social media outlet through which Entrant participates in the Contest.
- b. Entries may be submitted in one of three ways:
  - i. Entries may be submitted online during the Contest Entry Period by following these instructions:
    - Video entries must first be uploaded to YouTube (<u>www.youtube.com</u>). If submitting an image entry, have an image ready and proceed to the following step.
    - 2. Visit the Columbia Gas of Ohio Facebook page (www.facebook.com/ColumbiaGasOhio)
    - 3. Select "More" and then "Campaigns" to arrive at the Contest page
    - 4. Fill out the online entry form and provide the YouTube link to your Contest video; if submitting an image entry, upload the image and complete the entry form as directed on the page; or
  - ii. Entries may be submitted by email during the Contest Entry Period by following these instructions:
    - 1. Videos must be in .mov or .mp4 format and images must be a .jpg.
    - Videos or images must be accompanied by a completed entry form. Entry forms are available for download here: <u>https://www.columbiagas.com/docs/librariesprovider3/emaildocuments/220097-good-call-great-yard-contest-alternative-form-2022.pdf?sfvrsn=12fc1c51 1
      </u>
    - 3. Entries must be received by Sponsor during the Contest Entry Period by email to: jude.burnside@fahlgren.com; or
  - iii. Entries may be submitted by mail during the Contest Entry Period by following these instructions:
    - 1. Videos must be in .mov or .mp4 format and images must be in a .jpg format, and saved to a USB flash drive



- 2. Videos or images must be accompanied by a completed entry form. Entry forms are available for download here: <u>https://www.columbiagas.com/docs/librariesprovider3/email-</u> <u>documents/220097-good-call-great-yard-contest-alternative-form-</u> <u>2022.pdf?sfvrsn=12fc1c51\_1</u>
- Entries must be received by Sponsor during the Contest Entry Period by mail to:
   Attn: Columbia Gas of Ohio Good Call. Great Yard. Contest.
   4030 Easton Station, Suite 300

Columbus, OH 43219

- 5. What Prizes Will Be Awarded? Up to six Prizes will be awarded. The Grand Prize Winner will receive \$5,000 in e-gift cards to Lowe's ("Grand Prize") from Columbia Gas of Ohio, Inc. to support the Entrant's desire for a Great Yard. Five Social Media Winners will each receive a \$100 Lowe's e-gift card ("Social Media Prize"). All Winners are responsible for payment of any and all applicable local, state and federal taxes. The contest is in no way sponsored, endorsed or administered by, or associated with Lowe's.
- 6. How is the Grand Prize Winner Determined? Each properly submitted Entry received during the Contest Entry Period will be reviewed and evaluated via a Committee established by the Sponsor ("Committee"). The Committee will identify winners based on each Entry's alignment with the entry criteria and overall effect as determined by the Committee in its sole discretion. The Grand Prize Winner will be subject to approval by Sponsor pending confirmation of the Winner's compliance with these Official Rules. A Social Media Winner will not be eligible to win the Grand Prize. All decisions of the Sponsor regarding any and all aspects of the Contest shall be final, binding and non-appealable.
- 7. How is the Grand Prize Winner Notified? The Grand Prize Winner will be notified via email and/or telephone the week of July 18. Sponsor will verify that the selected Grand Prize Winner is a Columbia Gas of Ohio customer and may require additional information of Entrant to verify status. If verification of customer status cannot be verified within three (3) business days, or cannot be verified by July 22, Sponsor may choose to identify an alternate Grand Prize Winner. The Grand Prize Winner must complete, sign and return an affidavit and any applicable tax documentation in accordance with these Official Rules. If a Winner fails to respond to Sponsor within 48 hours after being notified by Sponsor via email or telephone, or if such notification or the Prize itself is returned as undelivered, or if the affidavit or tax documentation is not timely returned, then the Winner may be deemed to have forfeited any and all rights to receive the Grand Prize, and Sponsor will select an alternate Grand Prize Winner should allow 4 to 6 weeks from the close of the Contest to receive the Grand Prize.
- **8.** How are the Social Media Winners Determined? Each properly submitted Entry submitted through July 5, 2022 will be reviewed and evaluated by the Committee. The



Committee will identify up to five (5) winners based on each Entry's alignment with the entry criteria and overall effect as determined by the Committee in its sole discretion. The Social Media Winners' content will be shared via Columbia Gas of Ohio social media accounts while the Contest is still active to encourage broader audience participation.

- **9.** How Are Social Media Winners Notified? Five (5) Social Media Winners will be notified on a rolling basis between June 8 and July 6, at Sponsor's discretion. Sponsor will verify that all Social Media Winners are Columbia Gas of Ohio customers and may require additional information of Entrants to verify status. If verification of customer status cannot be verified or cannot be verified within 48 hours of initial email outreach, Sponsor may choose to identify an alternate Social Media Winner. The Social Media Winner must complete, sign and return an affidavit and any applicable tax documentation in accordance with these Official Rules. If a Winner fails to respond to Sponsor within 48 hours after being notified by Sponsor via email or telephone, or if such notification or the Social Media Prize itself is returned as undelivered, or if the affidavit or tax documentation is not timely returned, then the Winner may be deemed to have forfeited any and all rights to receive the Prize, and Sponsor may select an alternate winner based on its sole discretion from among the remaining eligible Entries. A Social Media Winner will not be eligible to win the Grand Prize. A Social Media Winner should allow 4 to 6 weeks from the close of the Contest to receive a Social Media Prize.
- 10. How Can I Find Out Who Won a Prize? To obtain the name of the Winners, send a self-addressed stamped business-size envelope, to: Columbia Gas of Ohio, Inc., Attn: Kara Arnold, Good Call. Great Yard. Contest/Communications Department 290 West Nationwide Blvd., Columbus, OH 43215.

Requests received after August 31, 2022 will not be honored.

- **11. Ownership of Contest Materials.** Once submitted, Entries (and related entry materials and information) will become the property of Sponsor and may be used by Sponsor for any purpose including commercial purposes in connection with its business. Receipt of Entry materials and information will neither be acknowledged nor returned.
- **12. Consent to Use Name and Other Information.** By entering the Contest or claiming a Prize, Entrants and/or the participants in or subject(s) of videos or images (and if a minor, their parent or legal guardian) consent, and agree to confirm that consent in writing upon request, to Sponsor and its affiliates' (including their agents and assigns), irrevocable, royalty-free, non-exclusive right, in perpetuity: (i) use of their and their minor dependents' name, voice, picture, and likeness in connection with the videos and/or images, and (ii) use of the videos and/or images, which may be altered, changed, modified, edited, used alone, together or with other works, and/or in distorted form, as solely determined by Sponsor, in each case at any time(s) and in all media now known or hereafter discovered, worldwide, including on the Internet and World Wide Web, for advertising, commercial, trade and promotional purposes without additional compensation, unless prohibited by law, and without notice, review or approval. Upon



request of Sponsor, Contest participants shall, and shall take all reasonable efforts to cause participants in or subject(s) of videos or photos to, execute and deliver such additional instruments of license or waiver as may be solely deemed by Sponsor to be reasonably necessary to establish Sponsor's rights in and to the entry videos and/or images and to permit their use as set forth herein. Should Sponsor fail to request any licenses as stated herein, that shall not be deemed a waiver of Sponsor's right to do so, and Sponsor may at a later time request the licenses, and Contest participants and participants in or subject(s) of videos or photos agree to honor such a request. If a participant in or subject of a video or photo is considered a minor in their jurisdiction of residence the parent or legal guardian must sign on behalf of the minor.

## **13. Other Conditions to Entry.**

- a. By submitting any Entry, each Entrant certifies that Sponsor may display the submitted video and/or image or any portion thereof in/on any of Sponsor's promotional material, including Sponsor's social media platforms and Woobox.
- b. Sponsor is not responsible for any late, lost or misdirected Entries or for any other Contest entry malfunctions. If for any reason the Contest is unable to run as planned, Sponsor reserves the right to cancel or modify the Contest in its sole discretion.
- c. All Internet access and usage charges associated with entering the Contest are Entrant's sole responsibility.
- d. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any Entries submitted to the Contest. Sponsor is not responsible for any problems or technical malfunctions of any telephone network or lines, computer on-line systems, servers or providers, computer equipment, software, failure of application or Entry to be received by the Sponsor on account of technical problems or traffic congestions on the Internet or at any website, or any combination thereof, including any injury or damage to Entrant's or any other entity's or person's computer related to or resulting from participation or downloading any materials in the Contest. Sponsor assumes no responsibility for lost or misdirected Entries.
- e. Sponsor reserves the right, in its sole discretion, to exclude from the Contest any Entries that are off-topic, offensive, profane, hateful, harassing, threatening or obscene; contain personal attacks; contain spam; have links or advertisements; violate copyright or intellectual property rights; or violate the Terms of Use of Woobox, Meta, Facebook, Instagram or YouTube. Any such entries are ineligible to participate in the Contest.
- f. The Contest is in no way sponsored, endorsed or administered by, or associated with Meta, Facebook, Instagram, YouTube or any other third-party platform used by the Sponsor to promote the Contest. Facebook® is a registered trademark of Meta.
- g. The Winners will be required to furnish a signed affidavit or such other documentation acknowledging Winner's acceptance and compliance with these Official Rules, confirming Winner's eligibility to participate in the Contest, and providing the Sponsor any other reasonably requested information. Failure to



furnish such information and signed affidavit within the time period stated in the Sponsor's request may cause disqualification.

- h. By participating in the Contest, Entrant's and all subjects of and participants in the video and/or image fully and unconditionally agree to accept these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Contest.
- i. These Official Rules and any disputes relating thereto are governed by and shall be construed in accordance with the laws of the State of Ohio, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Ohio. THE CONTEST IS VOID WHEREVER PROHIBITED BY LAW.
- j. To the extent allowed by law, Entrant and all participants in and subjects of the video or image hereby agree to release, defend, indemnify and hold harmless the Sponsor, Meta, Facebook, Instagram, YouTube, Woobox and their parent companies, subsidiaries and other affiliates, and their respective directors, officers, managers, members, partners, agents, employees and representatives, (collectively, "*Releasees*"), from any and all claims, costs, injuries, losses or damages of any kind caused by Entrant's or other subjects or participants participation in a video or photo and or Contest or participation in any Contest related activity. Entrant and all such participants and subjects agree that Releasees shall not be liable for injury, loss or damage of any kind resulting from Entrant's or other subjects' or participant's participation in the video, a photo and or Contest or any Contest related activity or from the acceptance or use of any Prize awarded.
- k. Entrant and subjects or and participants in the video or photo expressly agree, irrevocably and in perpetuity, that (i) any and all disputes, claims, actions and causes of actions arising out of or in connection with the Contest, any Contest related activity, or any Prize awarded hereunder, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall be brought and shall take place exclusively in a federal or state court located in the State of Ohio; and Entrant and subjects of and participants in the video and any photo agree to submit to the exclusive jurisdiction and venue of such courts; (ii) any and all claims, judgments, damages, and awards shall be limited strictly to actual out-of-pocket costs actually incurred by Entrant and paid to a third party, excluding attorneys' fees; and (iii) under no circumstances shall Entrant or subjects of or participants in the video or photo be permitted to obtain awards for, and each hereby waives any and all rights to claim, punitive, exemplary, special, consequential, incidental, indirect and/or other damages, other than for actual out-of-pocket expenses actually incurred by Entrant and paid to a third party.
- 1. These Official Rules are in addition to any terms and conditions imposed by Meta, Facebook, Instagram, YouTube or Woobox regarding the use of its social media services. In the event of a conflict between such terms and the terms of these Official Rules, the terms of these Official Rules shall control with respect to the Contest. As used in these Official Rules the terms "photo" and "image" are used interchangeably.



m. Notice and Procedure for Making Claims of Copyright Infringement. If you believe that any video, photo or other materials posted on the Contest website or website copy your work in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Woobox with the following information:

(i) the electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;

(ii) a description of the copyrighted work or other intellectual property that you claim has been infringed;

(iii) a description of where the material that you claim is infringing is located on the Woobox website;

(iv) your address, telephone number, and email address;

(v) your statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

(vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Notice of claims of copyright or other intellectual property infringement can be made as follows:

By mail: Copyright Agent c/o Woobox, 101 E 6th Street Suite 220 Vancouver, WA 98660 By phone: 360.450.5200

By email: support@woobox.com

Woobox may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of repeat infringers.