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Energy Efficiency Idea Incubator Contest Rules

OFFICIAL CONTEST RULES AND DISCLAIMER

NO PURCHASE NECESSARY TO ENTER OR WIN. EACH PARTICIPANTS' CHANCES TO WIN WILL NOT IMPROVE BY A PURCHASE OF ANY KIND. ENTRY IN THE ENERGY EFFICIENCY IDEA INCUBATOR CONTEST CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES BY THE ENTITY SUBMITTING THE ENTRY. VOID WHERE RESTRICTED OR PROHIBITED BY LAW.

- 1. ENERGY EFFICIENCY IDEA INCUBATOR CONTEST (“CONTEST”) SUMMARY.** Do you or your business have innovative and inclusive energy savings ideas? Consumers Energy will select top idea that generates energy savings through innovative concepts for addressing energy waste in the residential sector. Winning the Contest (as defined below) is contingent upon Participant fulfilling all requirements set forth in these Official Rules (“Rules”).
- 2. BINDING AGREEMENT.** Each person, firm, or entity (each a “Participant” or “you”) who submits an Entry (as defined below) during the below Contest Period is entering into the Contest, which is governed by these Rules. Each Participant should read these Rules before submitting an Entry to ensure Participants understand and agree. You are not eligible to win the contest described in these Rules unless you agree to these Rules.
- 3. SPONSOR AND ADMINISTRATOR.** This Contest is sponsored by Consumers Energy Company, One Energy Plaza Jackson, MI 49201 (“Sponsor”) and administered by ICF Resources, LLC., 209 E. Washington Ave. Suite 255, Jackson, MI 49201 (“Administrator”). This Contest is in no way sponsored, endorsed, or administered by, or associated with any Social Media Site utilized by the Contest.
- 4. CONTEST ENTRY PERIOD.** The Contest begins at 12:01 AM Eastern Standard Time (“EST”) on September 24 2021 and ends at 11:59 PM EST on November 30, 2021 (“Contest Period”). The Sponsor's clock shall be the official device for both the Survey and the Contest.
- 5. ELIGIBILITY – WHO MAY PARTICIPATE.** The Contest is open only to individuals and business owners who at the time of entry (a) are legal residents of and domiciled in the State of Michigan and (b) who are at least eighteen (18) years old. The following individuals are not eligible to participate: (i) employees of the Sponsor, any of their subsidiaries or affiliate companies, or their advertising, marketing or promotional agencies; (ii) family members (spouse, parents, siblings, children and in-laws) of any individual referred to in clause (i); and (iii) persons living in the same household (whether or not related) with any person referred to in clause (i) or (ii) above. This Contest is subject to all federal, state, and local laws and regulations and is void (a) outside the state of Michigan and (b) where prohibited by law. Any local, state, provincial or other government agency or any officials or employees thereof are not eligible to participate.

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- **WINNING ENTRY ANNOUNCEMENT** . The top Idea will be announced during a Contractor Breakfast or similar Consumer Energy Partner event. This may include recognition and company showcase during the event as well as the development and execution of a social media campaign highlighting the idea., The top idea may also include the potential to support the project in an advisory capacity at Consumers Energy's sole discretion.

6. WHAT STEPS ARE NEEDED TO ENTER AND WIN; NO PURCHASE NECESSARY.

To participate, Participants should visit [\[https://consumersenergytradeally.com/proposeidea\]](https://consumersenergytradeally.com/proposeidea) and fill out the form provided on the website ("Entry"). This includes all fields of the Entry where appropriate. Participants must provide information about how much energy and money their ideas are expected to save. This should include

- 1.) Both the amount of savings per person (U.S. dollars and Kilowatt-hours ("kWh")) and the expected number of customers impacted;
- 2.) The total amount of energy (kWh) that could be saved in 2021 and how much could be saved in additional years (kWh); and
- 3.) Whether or not it supports energy savings (kWh), demand savings (kW) or both.

All required information must be included and valid for the Entry to be eligible. Participants will be required to confirm that they have reviewed and agreed to the Rules as a condition of entering the Contest.

7. **ENTRY DEADLINE.** All Entries must be received on or before the end of the Contest Period in order to be eligible to earn recognition for the winning idea.

8. SELECTION OF CONTEST WINNERS, JUDGING CRITERIA AND NOTIFICATION.

- In order to select the finalist, there will be one (1) round of judging by [a] qualified third party judge[s] selected by Sponsor in Sponsor's sole discretion. After the Contest Period, the Participants' Entries are reviewed and voted on by the judge[s]. The idea receiving the most votes, at the sole discretion of the judge[s], will be notified and announced during the Contractor Breakfast Banquet (or similar event) based on the following Judging Criteria:
- The Entries will be scored based on the following criteria:
 - Impact at Scale (35%)
 - Diversity and Inclusion (10%)
 - Customer Relationship (15%)
 - Cost-Effectiveness (20%)
 - Readiness (10%)
 - Other Benefits (10%)

Please find the full scoring matrix to be used to access Entries [here](#) ("Judging Criteria")

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- The Administrator will contact the finalist via the email addresses provided in their Entry. Participants should keep an eye on their incoming messages and make sure they reply within fourteen (14) calendar days to the message sent by the Administrator.
 - Potential finalist will be required to sign and return an Affidavit of Eligibility, Liability and Publicity Release and a properly executed IRS Form W-9 within fourteen (14) calendar days of notification by the Administrator.
 - The winning idea may be forfeited and may be awarded to another Participant who is selected per the Judging Criteria above if (i) any notification is returned as undeliverable, (ii) the Administrator is unable to contact a potential winner within fourteen (14) calendar days of the first attempt to contact him or her, (iii) a potential winner fails to provide his or her contact information within fourteen (14) calendar days after notification by the Sponsor, (iv) a potential winner is determined by Sponsor or Administrator, in its sole discretion, to be ineligible, (v) a potential winner declines recognition, or (vi) a potential winner is otherwise not in compliance with these Rules.
 - In the event that no Entries are received, no one will be awarded.
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 - DETERMINATIONS OF THE SPONSOR AND/OR ADMINISTRATOR ARE FINAL AND BINDING.

9. **SUBMISSION REQUIREMENTS AND RESTRICTIONS.** Each Participant must ensure that:

- The Entry:
 - does not infringe any third-party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligations, or otherwise violate applicable laws
 - does not include any private information of a third party such as name, address, phone number, email address, and other Personal Data
 - does not contain the likeness of anyone who is or who appears to be under the age of 13 or anyone other than the Participant, unless the Participant has his or her (or parent's or legal guardian's) permission to do so for this Contest. The Participant must have permission from all recognizable people who appear in the Entry regardless of their ages. If requested, the Participant must be able to provide proof of such permission in a format acceptable to the Sponsor and/or Administrator.
 - does not include material that violates another's rights (living or deceased), including but not limited to privacy or publicity
 - does not disparage the Sponsor, Administrator or any other person or party affiliated with the Contest
 - does not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous or otherwise objectionable.
 - does not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.
 - does not contain any references to alcohol, tobacco, drug paraphernalia, firearms, or any description or representation thereof.

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- does not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where Entry is created.
- has not been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means.
- Participant warrants and represents that:
 - the Entry is the Participant's own, wholly original work, and is the Participant's own creation and the Participant warrants that he/she has secured all necessary rights relating to its use and the use of the content in the Entry.
 - the Entry verbal or written content (if any) is in English.
 - the Participant has obtained any and all permissions, if any are required, prior to entry and that Participant may legally grant all permissions contained within these Rules to Sponsor.
 - where the Entry is uploaded by a minor or includes a minor, the Participant: a) warrants that Participant is the parent/legal guardian of such minor and as such granted his/her permission for said minor to participate in the Contest and permits the use of such minor's name, likeness, biography, actions and contributions in the event that any Entry is submitted by or includes or references any such person and b) assumes all legal responsibilities under these Rules of any such person.
 - the Participant has the requisite title, license, rights, consent, written permission and/or authority to grant the Sponsor, Administrator and their respective affiliates permissive use any person's name, likeness, biography, actions and contributions Participant submits as part of their Entry as delineated in these Rules.
 - the Participant has the requisite title, license, and/or authority to grant the Sponsor, Administrator and its affiliates permissive use of said intellectual property as delineated in these Rules where the Entry contains an owner or licensor's intellectual property.

The Participant agrees that the interpretation of each of the above Restrictions shall be subject to the Administrator's and/or Sponsor's sole discretion. The Administrator and/or Sponsor are not responsible for any lost, late, incomplete, or other entries that do not comply with these Rules and it may be disqualified.

Sponsor will consider multiple ideas from one participants. In the event of a dispute as to the owner of any Entry, the authorized account holder of the email address will be deemed to be the Participant. The "authorized account holder" is the natural person assigned to an email account by the entity responsible for doing so. Each Participant may be required to show proof of being the authorized account holder.

CAUTION: ANY ATTEMPT BY ANY PARTICIPANT, PERSON, OR ENTITY TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL OR CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, WE RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

- 10. PERMISSIVE USE AND ENTRY IMPLEMENTATION.** You grant the Sponsor, Administrator and any related affiliates or agents unlimited, worldwide, perpetual, irrevocable, and royalty-free right, license, privilege, and permission to record, copy,

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adapt, film, capture, use, effectuate, license, transmit, broadcast, exhibit, project, publish, circulate, display, or otherwise exploit, any and all renderings of the Participant's Entry, name (including any and all nicknames, related names, and aliases), characters, biographies, artist's portrayal of characters, voice, image, likeness, visual representations, any and all attributes of the Participant's personality, and/or any and all of the Participant's acts, poses, actions, and appearances (collectively, "Name and Likeness"), and any ancillary use or derivative works on or in connection with any writings, film, audio tape, video tape, audio-visual work, sound recordings, photograph, illustration, animation, broadcast, any derivative works or versions thereof in any media or embodiment now known or hereafter developed, throughout the world the way Sponsor or Administrator deems fit without any consideration or prior notice. Entries become the sole property of Sponsor. **Participants and winners are not eligible to participate in any implementation of any aspect of their Entries by the Sponsor, Administrator or any related affiliated or agents unless otherwise requested.**

11. ("POST-CONTEST OBLIGATIONS"). The confirmed finalist may be required to:

- Submit a photo of the finalist to be posted on the Administrator and Sponsor social media platforms.
- Submit any affiliated finalist logos to be posted on the Administrator and Sponsor's social media platforms.

The Post-Contest Obligations apply to confirmed finalist except where otherwise prohibited by law. Finalist agree to the Post-Contest Program Obligations in exchange for being announced as one of the three winning Ideas and without further consideration whatsoever. Finalist waive his/her right to inspect or approve the form and manner in which the Post-Contest Obligations end products are posted, circulated, published, displayed, broadcast, transmitted, or otherwise used by the Sponsor, Administrator and its related affiliates and agents.

12. ELECTRONIC COMMUNICATIONS. By submitting the Entry, you agree to communicate for the purpose of the Contest with the Sponsor and/or Administrator electronically. Through your Entry submission, you (i) agree that your consent to these Rules is a binding form of your electronic signature and (ii) represent that you have Internet access and a valid email address enabling you access to information pertaining to the Contest and to receive communications and documents electronically. Your consent is effective unless and until you withdraw it in writing to energysavers@icf.com.

13. TAXES. ALL TAXES, FEES, DUTIES, SURCHARGES, IF ANY, IMPOSED ON ANY CONTEST WINNER ARE THE SOLE RESPONSIBILITY OF THE WINNER. Each winner is solely responsible for ensuring that he or she complies with all the applicable tax laws and filing requirements. If a winner fails to comply with such laws, they may be forfeited and Sponsor may, in its sole discretion, select an alternative potential winner.

- 14. PRIVACY.** Participant acknowledges that they have read and accepted Administrator's privacy statement and the terms and conditions outlined [here](#). Participants agree that personal data including, but not limited to, name, email address, age, location, photo submission, and written submission ("Personal Data") may be:
- collected, processed, stored and otherwise used by the Sponsor and/or Administrator, or any party authorized by them for the purposes of conducting and administering the Contest, including Sponsor affiliates.
 - used by Sponsor or any party authorized by them, including Sponsor affiliates, to verify a Participant's identity, postal address and telephone number in the event a Participant qualifies for any applicable recognition.
 - used to fulfill additional terms of the Contest or to contact a Participant in response to any question submitted by such Participant.
 - shared by the Sponsor or any party authorized to comply with the law or in the good faith belief that such action is necessary in order to conform to the requirements of law or comply with legal process served on Sponsor, and to protect and defend Sponsor's rights or property.

Additionally, we ask that you please keep in mind:

- The data processor and the data controller is the Administrator and data recipients are the Administrator and Sponsor .
 - Participants have a right of access, modification and withdrawal of their Personal Data, but withdrawal of any required Personal Data will result in such Participant no longer being eligible for this Contest. You may withdraw your consent to electronic communication and delivery of documents, update your contact information, or request a free paper copy of these Rules at any time by contacting us as set forth in these Rules. We will send you a confirmation notice once we have processed your change request.
- 15. RIGHT TO CANCEL, MODIFY, OR DISQUALIFY.** If for any reason the Entry or Contest or any portion of either is not capable of running as planned due to technical or administrative problems, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the Sponsor's or Administrator's reasonable control which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest or any portion of either.
- 16. CONDITIONS.** By participating, Participants agree to be bound by these Rules and agree: (i) Sponsor, Administrator, and their respective subsidiaries and affiliates, and each of their respective officers, directors, employees and agents (collectively, the "Released Parties") and their designees and assigns shall have the right and permission to use (unless prohibited by law) their name, voice, city/state of residence, biographical information, photograph, and/or likeness for advertising and/or trade and/or any other purpose in any media or format, online or offline, now or hereafter known without further compensation, permission, or notification; and (ii) Released Parties and their designees and assigns shall have no liability and will be held harmless for any liability, loss, injury or death to entrant or any other person, including, without limitation, damage to personal or real property, due in whole or in part, directly or indirectly, by reason of the acceptance,

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possession, use or misuse of participation in this Contest. Any claims arising out of this Contest shall be filed individually and not as a class action in the courts within the state of Michigan. This Contest is governed by Michigan law. Sponsor and/or Administrator may cancel, or modify the Contest if factors impair the proper functioning of the Contest, as determined solely by Sponsor and/or Administrator.

- 17. CONTACT AND WINNER LIST.** For the names of the winners, available upon completion of winner confirmation, visit [here](#).

Any queries shall be sent by mail: 209 E. Washington Ave. Suite 255, Jackson, MI 49201
Or by email at: energysavers@icf.com.

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