DUQUESNE LIGHT COMPANY PAPERLESS BILLING ENROLLMENT SWEEPSTAKES RULES & REGULATIONS

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED.

1. **SWEEPSTAKES PERIOD:** The Duquesne Light Company ("DLC") Paperless Billing Enrollment Sweepstakes (the "Sweepstakes") starts on October 1, 2020, at 12:00am Eastern Standard Time ("ET") and closes on October 31, 2020, at 11:59pm ET (the "Sweepstakes Period"). The Sweepstakes is sponsored by DLC, 411 7th Avenue, Pittsburgh, PA 15219.

2. ELIGIBILITY: This Sweepstakes is open only to customers of DLC who are legal residents of the DLC Service Territory with either an active residential electricity account (Rate Codes RS, RH or RA) or a small business account (Rate Code GS whose average monthly usage is 1,000 kWh or less) during the Sweepstakes Period (collectively, referred to as "Eligible Customers" or "Entrants"). All Entrants must be eighteen (18) years of age or older at the time of entry into the Sweepstakes. Winners must be the named account holder of the billing account during the Sweepstakes Period and on the Drawing Date, as defined herein, in order to be eligible. The customer account must be current in payment and otherwise in good standing to be eligible. Commercial customers without the designated Rate Codes or whose average monthly usage exceeds the specified amount are not eligible to participate in the Sweepstakes. DLC customer Rate Codes are identified in customers' monthly bills. Employees, agents, and representatives of DLC and its subsidiaries and affiliates are not eligible to win, nor are the parents, siblings and children of any such employee, agent, or representative or any person with whom such employee, agent, or representative is domiciled.

3. PRIZES: Five (5) potential winners will be randomly drawn to each receive one (1) payment in the amount of \$1,320 (the "Prizes"), which represents the average DLC residential bill during calendar year 2019. Total Approximate Retail Value of all Prizes: \$6,600. All Prizes are to be awarded in US dollars, in the form of a check or other cash equivalent payment. DLC reserves the right to extend the Sweepstakes Period and to award additional Prizes of the same or differing amounts, in its discretion.

4. HOW TO ENTER:

(a) Online. The Sweepstakes is offered electronically via the Internet. Each Entrant may only submit one entry into the Sweepstakes, whether by the online method or the mail-in method described below. To enter the Sweepstakes by the online method, click on the link below to learn more about DLC's Paperless Billing and enroll during the Sweepstakes Period.

DuquesneLight.com/ebill

Eligible Customers who have an active electricity account and who participated in the Sweepstakes by enrolling in paperless billing during the Sweepstakes Period and who remain enrolled on the Drawing Date are automatically entered in the Sweepstakes drawing. Also, Eligible Customers who have an active electricity account and who were previously enrolled in paperless billing and remain enrolled during the Sweepstakes Period and on the Drawing Date will be automatically entered in the Sweepstakes.

(b) Mail-in Method. As an alternative to the online method, Entrants may enter by legibly printing the Entrant's name, street address, city, state, postal code, telephone number, complete email address and electricity account number and the words "E-BILL SWEEPSTAKES" on a 3 x 5 inch (or 7.5 x 12.5 cm) piece of paper and mailing it to: Duquesne Light Company, 411 7th Avenue, Dept. 6-9, Pittsburgh, PA 15219, Attn: e-Bill Sweepstakes. All entries become the

exclusive property of DLC and will not be acknowledged or returned. Mail-in entries that do not include the electricity account number will not be valid. The entry must be received by DLC during the Sweepstakes Period to be eligible.

5. SWEEPSTAKES DRAWING: The drawing of the Prizes will be held in Pittsburgh, Pennsylvania after the end of the Sweepstakes Period but on or before November 16, 2020 or on another date determined by DLC in its sole discretion (the "Drawing Date"). Winners will be determined by random drawing from all eligible entries received. The odds of winning depend on the number of eligible entries received. The odds of an entry winning any Prize will be the same, whether the entry was automatically generated (for online participants) or by alternate means of entry. All decisions of DLC regarding the Prize drawing and any and all other aspects of the Sweepstakes shall be final, binding and non-appealable.

7. PRIZE AWARDING: Winners will be notified by email, telephone, U.S. mail or other reasonable means within fifteen (15) days of the Drawing Date. Prizes will be awarded only on verification that all Sweepstakes requirements have been met by the winners. Each Prize must be accepted as awarded and no substitution, transfer, conversion or assignment of Prizes will be allowed, unless at the discretion of DLC which may substitute a Prize of comparable or greater value. If the winner does not respond within three (3) business days of the initial notification, DLC will contact the winner a second time with a final notification. Each winner will have two (2) business days from this second notification to accept the Prize. DLC is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify the winner. If a selected Entrant cannot be contacted within the allotted time DLC reserves the right to void that entry. In order to be declared an official winner the selected Entrants will be required to digitally consent to the Sweepstakes Rules and Winner Declaration Conditions ("Declaration and Release"). If a selected Entrant(s) cannot be contacted or fails to consent to the Declaration and Release within the allotted time, DLC reserves the right to void that entry and select another eligible Entrant for that Prize in a random drawing from among all remaining eligible entries. By digitally consenting to the Declaration and Release, the Entrant (i) confirms compliance with these Sweepstakes Rules and Regulations, (ii) releases and forever discharges DLC, its affiliates and subsidiaries from all claims, demands, damages, actions, and causes of action arising or to arise by reason of the acceptance or use of the Prize, and (iii) grants to DLC (and its licensees and partners) a non-exclusive, worldwide, royalty-free, perpetual license to edit, publish, promote, republish at any time in the future, and otherwise use Entrant's name, likeness, biographical information, and any other information or materials provided by Entrant, in any and all media now known or hereinafter devised, without territorial restriction (except where prohibited by law), for possible editorial, publicity, promotional or advertising purposes, without further permission, notice or compensation (except where prohibited by law), including, without limitation, publication by DLC of video and photographic images of the presentation of Prizes to winners.

Prizes will be delivered by DLC to official winners within four (4) to six (6) weeks after receipt of the Declaration and Release. *DLC is not responsible for and shall not be liable for late, lost, or misdirected communication with any selected Entrant.*

8. SWEEPSTAKES GENERAL RULES: By entering the Sweepstakes, Entrants agree to abide by these Sweepstakes Rules and Regulations and the decisions of DLC, which are final.

9. WINNERS LIST: To obtain a copy of the winner list or a copy of the Sweepstakes Rules and Regulations, send your request to: Duquesne Light Company, 411 7th Avenue, Dept. 6-9, Pittsburgh, PA 15219, Attn: e-Bill Sweepstakes. Requests must be received no later than thirty (30) days from the Drawing Date and must enclose a self-addressed stamped envelope.

10. DISQUALIFICATION: Any late, undeliverable, lost or damaged entries or entries that malfunction or fail, and entries generated by bots or scripts or other automated devices, shall all be deemed invalid and ineligible for purposes of the Sweepstakes. Persons found tampering with or abusing any aspect of this Sweepstakes, as determined by DLC, in its sole discretion, will be

disqualified. If disqualified for any of the above abuses, DLC reserves the right to terminate the Entrant's eligibility to participate. DLC reserves the right, in its sole discretion, to suspend or terminate the Sweepstakes at any time and for any reason and to award Prize(s) to individuals selected at random from the pool of Entrants received up to the point of termination. DLC agrees to take such action in a fair and appropriate manner.

11. TAX INFORMATION: Liability for any applicable taxes imposed by any government, if any, on any Prize won is the sole responsibility of the winner of such Prize.

12. APPLICABLE LAWS: This Sweepstakes is subject to all applicable federal, state and county laws. Void where prohibited or restricted by law.

PRIZE DISCLAIMER: DLC is solely responsible for the delivery of the Prizes to the Prize 13. winners. BY PARTICIPATING IN THE SWEEPSTAKES, EACH ENTRANT AGREES TO RELEASE AND HOLD HARMLESS DLC AND ITS PARENT, SUBSIDIARY, AFFILIATE AND RELATED COMPANIES, AND EACH OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY THE "RELEASED PARTIES") FROM AND AGAINST ANY LOSSES, DAMAGES, RIGHTS, CLAIM OR CAUSE OF ACTION OF ANY KIND ARISING, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, OUT OF PARTICIPATION IN THE SWEEPSTAKES OR RESULTING DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE SWEEPSTAKES, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS. DEFAMATION. AND/OR INVASION OF PRIVACY. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrants or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) unauthorized human intervention in any part of the entry process or the Sweepstakes; (3) technical or human error which may occur in the administration of the Sweepstakes or the processing of Sweepstakes submissions, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software, servers, providers, equipment, software, failure of email or entry to be received by DLC, including any injury or damage to computer equipment resulting from participating in the Sweepstakes; (4) any Internet access and usage charges, or for any error, omission, interruption, delay in operation or transmission, communication failure, theft or destruction or unauthorized access to, or alteration of, any Sweepstakes entries; (5) lost, late, misdirected, postage due, damaged, mutilated, illegible, indecipherable, incomplete, inaccurate or deceptive mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participant's participation in the Sweepstakes or receipt or use of any prize or while traveling to or from any prizerelated activity. Each Entrant also further acknowledges that the Released Parties have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law relative to any prize or this Sweepstakes including but not limited to quality, condition or fitness for a particular purpose. If for any reason an Entrant's submission is confirmed to have been erroneously lost, or otherwise destroyed or corrupted, participant's sole remedy is another submission and thereby another entry into the Sweepstakes. DLC is not responsible for.

14. DATA PROTECTION NOTICE: Entrants' personal information is protected by DLC's Privacy Policy. The DLC Privacy Policy can be found on the DLC website at <u>http://www.duquesnelight.com</u>, select "Policies & Forms" and "Privacy Policy".

15. DISPUTES: Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate courts located in the Commonwealth of Pennsylvania, U.S.A.; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering 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 expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and DLC in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Pennsylvania, U.S.A. or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania, U.S.A.

Abbreviated Rules for online Ads - Not a Banner; for offline advertisements/email

NO PURCHASE NECESSARY. Residential electric service customers (Rate Codes RS, RH or RA) and small business customers (Rate Code GS whose average monthly usage is 1,000 kWh or less) of Duquesne Light Company who are legal residents of the Duquesne Light Service Territory with an active, current electricity account in good standing and who are 18 years or older are eligible. Promotion ends: 10/31/20. To enter and for Official Rules, including prize descriptions and odds, visit DuquesneLight.com/ebill. Sponsor: Duquesne Light Company, 411 7th Avenue, Pittsburgh, PA 15219. Void where prohibited.

Paperless Billing Sweepstakes Rules and Winner Declaration Conditions

Please read the document to acknowledge you understand and agree to the rules and regulations of the Sweepstakes.

I am submitting this Paperless Billing Sweepstakes Rules and Winner Declaration Conditions in connection with the Duquesne Light Company ("DLC") Paperless Billing Enrollment Sweepstakes (the "Sweepstakes") and my claim for a Prize under the Sweepstakes. Any capitalized terms used herein that are not otherwise defined have the meanings set forth in the Paperless Billing Enrollment Sweepstakes Rules and Regulations (the "Sweepstakes Rules"). In order to make my claim for a Prize, and understanding that these representations will be relied upon to determine whether I am entitled to receive the Prize for which my entry has been selected, I make the following representations:

- I am legally residing in Pennsylvania;
- I am at least eighteen (18) years old at the time of entry into the Sweepstakes;
- Neither I nor my parents, siblings and children or any person with whom I am domiciled, is an employee, agent or representative of DLC or any of its subsidiaries and affiliates;
- I fully accept and have complied with all the Sweepstakes Rules, and will continue to do so, and I have perpetrated no fraud or deception in entering or in claiming my Prize; and
- I have not tampered with or abused any aspect of the Sweepstakes.

I hereby release, discharge and hold harmless DLC, together with its affiliates, subsidiaries, and their respective directors, officers, employees, licensees and assigns, against all and any losses, costs, claims, demands, damages, actions, causes of action or any liability for personal injury, property damage, death, illness or accident resulting from my entrance in the Sweepstakes or the winning, acceptance of or use of the Prize I receive in connection with the Sweepstakes promotion or any claim based on publicity rights, defamation or invasion of privacy. I understand that DLC will not obtain insurance on my behalf, and that I am fully responsible for obtaining my own insurance, should I desire it.

I do hereby give DLC (and its licensees and partners) a non-exclusive, worldwide, royalty-free, perpetual license to use, publish and display my name, city, state, comments, voice and photograph or other likeness for advertising or other related purposes in any media, and to edit, publish, promote, republish at any time in the future, and otherwise use my name, likeness, biographical information, and any other information or materials provided by me, in any and all media now known or hereinafter devised, without territorial restriction (except where prohibited by law), for possible editorial, publicity, promotional or advertising purposes, without further permission, notice or compensation (except where prohibited by law), including, without limitation, publication by DLC of video and photographic images of the presentation of Prizes to winners.

I agree to return to DLC any Prize which may be awarded to me if any statement made by me in this Declaration and Release is false or misleading. I acknowledge that DLC may in its discretion suspend or terminate the Sweepstakes or the awarding of Prizes if a computer virus, bug, tampering, unauthorized intervention, or other technical problem corrupts the administration, security, or the proper implementation of the Sweepstakes.

I also consent to the disclosure to third parties of my name, address and such other limited personal information as may be required to fulfill the Prize in the event that DLC elects to use the services of a third party for such limited purpose.