

DUQUESNE LIGHT COMPANY PAPERLESS BILLING NEW CUSTOMER ENROLLMENT INCENTIVE

INCENTIVE TERMS AND CONDITIONS

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED.

1. **INCENTIVE PERIOD:** The Duquesne Light Company ("DLC") Paperless Billing Enrollment Incentive (the "Incentive") starts on [May 15, 2023], at 12:00am Eastern Standard Time ("ET") and closes on [May 21, 2023], at 11:59pm ET (the "Incentive Period"). The Incentive is sponsored by DLC, 411 7th Avenue, Pittsburgh, PA 15219.
2. **ELIGIBILITY:** This Incentive is open only to select customers of DLC who receive a targeted email communication and 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 Incentive Period (collectively, referred to as "Eligible Customers"). All Eligible Customers must be eighteen (18) years of age or older at the beginning of the Incentive Period and must be the named account holder of the billing account during the Incentive Period. 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. 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. **INCENTIVE:** Eligible customers who enroll in DLC's paperless billing via Duquesne Light Company's email communication will receive a one-time (1) five-dollar (\$5.00) bill credit (the "incentive") on/or by their next bill issued after the incentive period. DLC reserves the right to extend the Incentive Period and to increase or decrease the number of Eligible Customers, in its sole discretion. DLC further reserves the right to revoke any previously awarded incentives if the Eligible customer un-enrolls in paperless billing within three (3) months of the incentive award date.
4. By accepting receipt of the Incentive, the Eligible Customer (i) confirms compliance with these Incentive Terms and Conditions, (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 of the Incentive, 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 Eligible Customer's name, likeness, biographical information, and any other information or materials provided by Eligible Customer, 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 Incentive. DLC is not responsible for and shall not be liable for late, lost, or misdirected communication with any Eligible Customer.
5. **BILL CREDIT INCENTIVE GENERAL RULES:** By receiving the Incentive, Eligible Customer agrees to abide by these Incentive Terms and Conditions and the decisions of DLC, which are final.
6. **DISQUALIFICATION:** Persons found tampering with or abusing any aspect of this Incentive, as determined by DLC, in its sole discretion, will be disqualified. If disqualified for any reason, DLC reserves the right to terminate the Eligible Customer's eligibility to participate. DLC reserves the right, in its sole discretion, to suspend or terminate the Incentive at any time and for any reason.
7. **TAX INFORMATION:** Liability for any applicable taxes imposed by any government, if any, on any Incentive awarded is the sole responsibility of the recipient of such Incentive.

8. **APPLICABLE LAWS:** This Incentive is subject to all applicable federal, state and county laws. Void where prohibited or restricted by law.
9. **DISCLAIMER:** DLC is solely responsible for the delivery of the Incentive to the Eligible Customers. BY PARTICIPATING IN THE INCENTIVE, EACH ELIGIBLE CUSTOMER 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 INCENTIVE OR RESULTING DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY INCENTIVE AWARDED IN CONNECTION WITH THE INCENTIVE, 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 Eligible Customer or by any of the equipment or programming associated with or utilized in the Incentive; (2) unauthorized human intervention in any part of the entry process or the Incentive; (3) technical or human error which may occur in the administration of the Incentive or the processing of Incentive 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 Incentive; (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 Incentive 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 Incentive or receipt or use of any Incentive.
10. **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 <http://www.duquesnelight.com>, select "Policies & Forms" and "Privacy Policy".

DISPUTES: Eligible Customer agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Incentive or any Incentives awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate courts located in Allegheny County, 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 participating in the Incentive but in no event attorneys' fees; and (iii) under no circumstances will Eligible Customer be permitted to obtain awards for and Eligible Customer 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 Eligible Customer and DLC in connection with the Incentive, shall be governed by, and construed in accordance with, the laws of Allegheny County, 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.