

Itron is sponsoring a contest for Power Over Energy Stories Project (the “Contest”) to which the following terms and conditions apply:

1. Sponsorship and Eligibility: This contest is sponsored by Itron, Inc., 2111 N Molter Road, Liberty Lake, WA 99019 (“Sponsor”). There is no purchase necessary to enter or win. This contest is open to any real person who is eighteen (18) years or older at the time of entry; however, the contest is void where otherwise prohibited or restricted by law. Employees of Itron, its legal affiliates, licensees, franchisees, advertising and promotional agencies and the immediate family members of each are not eligible.

2. Entry Period: The period for submitting entries in the Contest begins at 12:01 AM (PST) on February 27, 2020. All entries must be received *on or before* 11:59 PM (PST) on April 22, 2020. All entries received before the opening or after the closing of the entry period will be invalid and will not be judged. Sponsor takes no responsibility for its failure to receive entries for any reason.

3. Entry Procedures: To enter the Contest, you must:

- i. Go to <https://poweroverenergy.org/contest/>
- ii. Fill out form with your full name, country, postal code and a valid email address to reach you
- iii. Select a category for your story (conservation, etc.), and answer the question prompts to craft your story.
- iv. Submit your entry via the website form before the end of the entry period.

****NOTE:** Once your entry is submitted, it cannot be withdrawn or otherwise changed, so PLEASE BE CAREFUL TO REVIEW FINAL CONTENT OF YOUR STORY IMMEDIATELY PRIOR TO SUBMITTING THE COMPLETED ENTRY.

4. Entry Restrictions: The following restrictions apply:

- i. An individual may submit no more than one entry.
- ii. Entries shall not contain any material deemed (in Sponsor’s sole discretion) to be defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- iii. Entries shall not promote, suggest, or contain sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- iv. Entries shall not infringe upon any intellectual property rights of another, including patent, trademark, trade secret, copyright, moral rights, right of privacy or publicity, and any other form of intangible proprietary right. DO NOT SUBMIT VIDEO, GRAPHICAL OR TEXT CONTENT WHICH YOU HAVE NOT CREATED.
- v. All entries must otherwise comply, in their entirety, with all applicable federal, state, local, and international laws and regulations.

5. Judging of Entries: We are looking for compelling personal stories about individuals who are taking action to make better decisions about using energy and water more resourcefully. Entries will be judged by Sponsor on the following criteria: completeness of response; describes person’s motivation, action and impact; effectiveness of presentation; impact beyond one individual; ideas others can learn from.

6. Description of Prizes: The winner shall receive the following prizes: One Power Over Energy t-shirt, one Nest Thermostat and a donation of \$100 to winner’s choice of one of pre-selected resourcefulness organizations listed on Power Over Energy website.

7. Notification to Winner; Substitution of Prizes: Winner will be notified not more than 30 days following close of the Entry Period by electronic mail sent to the e-mail address provided with winning contestant's entry. Sponsor will attempt to re-send e-mail notification up to three (3) times. If any winner does not respond to e-mail notification within seven (7) days of its transmission, or should the e-mail be returned as undeliverable after three (3) attempts, the prize will be forfeited, and an alternate winner will be selected. Winners may not substitute or transfer prizes. Sponsor reserves the right to substitute a prize of equal or greater value in the event a prize is unavailable. Prizes are not redeemable for cash. Any and all taxes on prizes are winners' responsibility.

8. Violation of Rules: Sponsor reserves the right to disqualify any participant or winner who, in its sole suspicion, tampers with the entry process, intentionally submits more than a single entry, violates these or the site terms and conditions, or acts in an unprofessional or disruptive manner

9. Duties and Representations of Participants: By entering, you agree to be bound by these terms and conditions and the decisions of Sponsor, which shall be final. You warrant to us that you created your entries, that you own all of the copyright in those entries, and that our use of the entries in accordance with these rules will not infringe any person's intellectual property rights or other legal rights. Winners may also be required to sign and return a release of liability, declaration of eligibility and, where lawful, a publicity consent agreement, as conditions of receiving a prize. Failure to comply with the aforementioned conditions shall be grounds for forfeiture of a prize.

10. Copyright and Moral Rights: You grant to Sponsor and its affiliates an exclusive, worldwide, royalty-free, perpetual and irrevocable license to copy, store, edit, distribute, transmit and publish your competition entries. To the maximum extent permitted by applicable law, i) you irrevocable and unconditionally waive your rights to be identified as the author of your competition entries; and ii) your entry constitutes permission to use winners' names, hometowns and likenesses for online posting, and/or any advertising and publicity without additional compensation.

11. Limitation of Liability Sponsor and its employees, officers, directors, shareholders, agents, and those of its affiliates, subsidiaries, and advertising, promotion and legal advisors are not responsible for and shall not be liable for: (i) late, lost, delayed, damaged, misdirected, incomplete, illegible, or unintelligible entries; (ii) telephone, electronic, hardware, or software program, network, Internet, or computer malfunctions, failures, or difficulties; (iii) errors in transmission; (iv) any condition caused by events beyond Sponsor's control that may cause the Contest to be disrupted or corrupted; (v) any injuries, losses, or damages of any kind caused by a prize or resulting from acceptance, possession, or use of a prize, or from participation in the Contest; or (vi) any printing or typographical errors in any materials associated with the Contest.

12. Governing Law and Jurisdiction: All matters relating to the Contest, including these terms and conditions, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Washington without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction). Any legal suit, action, or proceeding arising out of, or related to, these terms and conditions shall be instituted exclusively in the federal courts of the United States or the courts of the State of Washington, in each case located in Spokane County, although Sponsor retains the right to bring any suit, action, or proceeding against you in your country of residence or any other relevant country.

13. Inquiries or Questions: Any inquiries or questions regarding this contest, including any request for the names of the winners, may be sent by e-mail to info@poweroverenergy.org or by regular mail to Sponsor at the address set forth above and to the attention of Power Over Energy Program.