

## DIRECT ENERGY “SWITCH & SCORE” SWEEPSTAKES OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. SWEEPSTAKES SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS. TO ENTER, YOU MUST BE 18 YEARS OF AGE OR OLDER AND A LEGAL TEXAS RESIDENT CURRENTLY RESIDING IN ANY OF THE FOLLOWING AREAS OR CITIES: DALLAS–FORT WORTH METROPLEX, WACO, MIDLAND, AND ODESSA, TEXAS. VOID OUTSIDE OF DALLAS-FORT WORTH METROPLEX, WACO, MIDLAND, AND ODESSA TEXAS AND WHERE PROHIBITED BY LAW.**

**1. TWO WAYS TO ENTER:** Beginning at 12:00:01 a.m. CT on 9/13/09 and ending at 11:59:59 p.m. CT on 11/23/09 (“Promotion Period”): (1) New customers who sign up for Direct Energy service at [www.DirectEnergy.com/Cowboys](http://www.DirectEnergy.com/Cowboys) will automatically be entered into the Direct Energy “Switch & Score” Sweepstakes (“Sweepstakes”) ; OR, (2) Current Direct Energy customers, or new Direct Energy customers who sign up for service by phone, or non-customers may submit an entry by hand printing on a 3" x 5" card or piece of paper, their full name, complete address (P.O. Boxes are not permitted), date of birth, daytime phone number with area code, and mail in an envelope to: 2009 Direct Energy “Switch & Score” Sweepstakes, P.O. Box 3011, Rogers, MN 55374-3011. Limit: one (1) entry per person/household/address during the entire Promotion Period. For purposes of automatic entry, the entry will be given to the new customer who is defined as the natural person whose name the Direct Energy account has been issued to and to whom services are billed (no P.O. Box addresses are eligible). All entries must be received by the dates and times indicated in the chart below to be eligible for the corresponding Bi-Weekly Drawing and all subsequent drawings including the Grand Prize Drawing. Mail-in entries will be considered to have been submitted for the Bi-Weekly Entry Period during which the entry was postmarked, and will be eligible for the corresponding Bi-Weekly Drawing, provided the entry is received by the received by date specified below. In the event that a mail-in entry is not received by the received by date, such entry will be included in the subsequent Bi-Weekly Drawing (if any) and all subsequent drawings (if any) during the Promotion Period including the Grand Prize Drawing. Non-winning entries for each Bi-Weekly Entry Period (defined in chart) will be carried over into all subsequent Bi-Weekly Drawings and all winning and non-winning entries for each Bi-Weekly Entry Period will be eligible for the Grand Prize Drawing. By entering this Sweepstakes, entrants agree to and accept these Official Rules and the decisions of the judges, which are final, binding and conclusive on all matters concerning this Sweepstakes.

**2. PRIZE/ODDS: GRAND PRIZE (1):** One (1) Grand Prize winner will receive six (6) Direct Energy Suite Tickets to the 1/3/10 Dallas Cowboys Home Game; one (1) Parking Pass to the 1/3/10 Dallas Cowboys Home Game; six (6) Dallas Cowboys Football Jerseys; six (6) Tickets to the Cowboys Draft Day Party; and a \$500 Cowboys Pro Shop Gift Card. If Grand Prize winner cannot travel or attend the game on 1/3/10, winner will be disqualified and prize will be forfeited and, if feasible, an alternate winner will be selected. **Approximate Retail Value of Grand Prize: \$2,465.00. FIRST PRIZES (5):** A total of five (5) First Prize winners (one (1) for each Bi-Weekly Drawing Period) will each receive two (2) Club Level tickets to a Dallas Cowboys home game on the date specified in the below prize chart. If a First prize winner cannot attend the game on the date specified, winner will be disqualified and prize will be forfeited and, if feasible, an alternate winner may be selected. **ARV Each First Prize: \$680.00.**

**SECOND PRIZES (5):** A total of five (5) Second Prize winners (one (1) for each Bi-Weekly Drawing Period) will each receive four (4) Reserve Level tickets to a Dallas Cowboys home game on the date specified in the below chart and a \$100 Cowboys Pro Shop Gift Card. If a Second prize winner cannot attend the game on the date specified, winner will be disqualified and prize will be forfeited and, if feasible, an alternate winner may be selected **ARV Each Second Prize: \$416.00.**

Period	Bi-Weekly Entry Period	Prize	ARV	Drawing Date
1	9/13/09-9/28/09	1st: (2) Club level Cowboys tickets (10/25/09 Game)	\$680	10/6/09
	<u>Online:</u> Received by 11:59:59 pm CT on 9/28/09 <u>Mail-in:</u> Postmarked by 9/28/09 and Received by 10/3/09	2nd: (4) Reserve level Cowboys tickets (10/25/09 Game), \$100 Cowboys Pro Shop Gift Card	\$416	
2	9/29/09-10/13/09	1st: (2) Club level Cowboys tickets (11/1/09 Game)	\$680	10/20/09
	<u>Online:</u> Received by 11:59:59 pm CT on 10/13/09 <u>Mail-in:</u> Postmarked by 10/13/09 and Received by 10/17/09	2nd: (4) Reserve level Cowboys tickets (11/1/09 Game), \$100 Cowboys Pro Shop Gift Card	\$416	
3	10/14/09-10/26/09	1st: (2) Club level Cowboys tickets (11/26/09 Game)	\$680	11/3/09
	<u>Online:</u> Received by 11:59:59 pm CT on 10/26/09 <u>Mail-in:</u> Postmarked by 10/26/09 and Received by 10/30/09	2nd: (4) Reserve level Cowboys tickets (11/26/09 Game), \$100 Cowboys Pro Shop Gift Card	\$416	
4	10/27/09-11/9/09	1st: (2) Club level Cowboys tickets (12/13/09 Game)	\$680	11/17/09
	<u>Online:</u> Received by 11:59:59 pm CT on 11/9/09 <u>Mail-in:</u> Postmarked by 11/9/09 and Received by 11/14/09	2nd: (4) Reserve level Cowboys tickets (12/13/09 Game), \$100 Cowboys Pro Shop Gift Card	\$416	
5	11/10/09-11/23/09	1st: (2) Club level Cowboys tickets (1/3/10 Game)	\$680	12/2/09
	<u>Online:</u> Received by 11:59:59 pm CT on 11/23/09 <u>Mail-in:</u> Postmarked by 11/23/09 and Received by 11/28/09	2nd: (4) Reserve level Cowboys tickets (1/3/10 Game), \$100 Cowboys Pro Shop Gift Card	\$416	

Game dates, locations, and seating will be selected by Sponsor in its sole discretion. Game times vary and game times and dates can be changed by the National Football League. For a complete schedule and more information, visit [www.dallascowboys.com](http://www.dallascowboys.com). All other expenses, costs or fees associated with the acceptance and/or use of any Bi-Weekly Prize not expressly stated herein, including but not limited to lodging, transportation, transfers, parking, gratuities, souvenirs, food and beverages, are the sole responsibility of each winner and their guest(s), where applicable. If any guest of winner is under the age of 18, the minor must be accompanied by the parent or legal guardian of such guest. Sponsor is not responsible for any weather conditions, travel and/or activity cancellations, delays and/or postponements. If any portion of a prize is unavailable, delayed, cancelled or postponed for any reason, that portion of the prize is forfeited in its entirety and no substitution or cash difference will be provided except in Sponsor's sole discretion. While no part of any prize includes alcoholic beverages, alcoholic beverages may otherwise be available. Prize winners and their guests (where applicable) are solely responsible for their own conduct while accepting a prize, including, without limitation to, the consumption of alcoholic beverages, if any, and compliance with applicable rules, laws and regulations. If any potential prizewinner is unwilling or unable to accept the prize as offered, that prize will be forfeited and an alternate winner will be randomly selected. No substitutions or cash equivalent permitted except at the sole discretion of the Sponsor. Sponsor will report the value of the prize as required by law. **All taxes are the sole responsibility of the prizewinner.** Prizes are not exchangeable, transferable, or redeemable for cash nor can the seats or dates be changed or substituted. The Sponsor reserves the right in its sole discretion to substitute any prize with another prize of equal or greater value in the event that the prize (or any component thereof) is not available. All tickets are subject to the team or venue rules and regulations. **TOTAL ARV OF ALL PRIZES: \$7,945.00 Odds of winning depend on the number of eligible entries received.** Limit one (1) Bi-Weekly prize per person/household/e-mail address for the entire Promotion Period; however, Bi-Weekly prize winners will still be eligible for, and included in, the Grand Prize Drawing. All prizes will be awarded if the number of eligible entries received is equal to or greater than the number of prizes available, if feasible .

**3. DRAWINGS:** One (1) potential First Prize and one (1) potential Second Prize winner will be randomly selected in each of the five (5) Bi-Weekly Drawings (for a total of five (5) First Prize and five (5) Second Prize potential winners) from among all eligible entries received during and prior to the corresponding Bi-Weekly Entry Period. All non-winning and winning entries from each of the Bi-Weekly Entry Periods during the Promotion Period will be entered into the Grand Prize Drawing. One (1) potential Grand Prize winner will be selected in a random drawing on or about 12/2/09 from among all valid entries received. Potential winners will be notified by phone at the daytime number given. If, after one attempt, contact has not been made, that prize will be forfeited and an alternate potential winner will be selected, if feasible. Fulfillment agent must reach potential winner; messages will not be left. Prize will be delivered within approximately seven (7) days of winner qualification.

**4. ELIGIBILITY:** Sweepstakes open to legal residents of Texas, who are 18 years of age or older and currently reside in any of the following Areas/Cities: Dallas-Fort Worth Metroplex, Waco, Midland, and Odessa, Texas. **Void outside of Dallas-Fort Worth Metroplex, Waco, Midland, and Odessa, Texas and where prohibited by law.** Employees of Direct Energy, ("Sponsor"), the Dallas Cowboys and their respective parents, Papa John's Pizza, subsidiaries, affiliates, sales representatives, distributors, advertising and promotions agencies, as well as immediate family (spouses, parents, grandparents, children and siblings) and household

members of such employees, are not eligible. All federal, state and local laws and regulations apply. Prizewinners may each be required to complete and return an Affidavit of Eligibility and a Publicity/Liability Release. If required, documentation must be returned within five (5) days of receipt or prize will be forfeited and an alternate winner will be randomly selected if time permits.

**5. RELEASE OF LIABILITY & PUBLICITY:** By accepting a prize, each winner consents to the use of his/her name, photograph or likeness for publicity or advertising purposes without further compensation where permitted by law. All entrants release Sponsor, the Dallas Cowboys and each of their respective parents, affiliates, subsidiaries, officers, directors, shareholders, agents, employees and all others associated with the development and execution of this Sweepstakes from any and all liability with respect to, or in any way arising from, this Sweepstakes or acceptance or use of any prize, including liability for property damage or personal injury, damages, death or monetary loss.

**6. GENERAL TERMS AND CONDITIONS:** All entries become the exclusive property of Sponsor and will not be returned or acknowledged. Proof of entry submission does not equate to proof of receipt. In the event of a dispute as to the identity of any online entrant, the Authorized Account Holder of the Direct Energy Account used to submit the entry will be deemed the entrant. The "Authorized Account Holder" is the natural person whose name the Direct Energy account has been issued to and to whom services are billed (no P.O. Box addresses are eligible). Each online potential winner may be required to show proof of being the Authorized Account Holder. This Sweepstakes is governed by the laws of the United States. Sponsor, or its parent, subsidiary or affiliated companies, or their promotional agencies are not responsible for: (1) entry submissions received after the deadline or that are lost, illegible, damaged, incomplete, or that contain incorrect or inaccurate entry information, or for any transmission defaults, computer server failure and/or delayed responses; or (2) entries, prize claims or notifications that are not received by the intended recipient, in whole or in part, due to computer or technical malfunction, or human error of any kind; or (3) telephone, electronic, hardware, software, network, Internet or computer or communications malfunctions, failures or difficulties, including public utility or telephone outages, omissions, interruptions, deletions or defects of any telephone system or network, computer online systems, computer equipment, servers or service providers; or (4) typographical, printing or other errors, or any combination thereof; or (5) inability to access the any Web pages of the Sponsor; or (6) theft, tampering, destruction, or unauthorized access to, or alteration of, entries; or (7) data that is processed late or incorrectly or is incomplete or lost due to mail, telephone, computer or electronic malfunction or traffic congestion on telephone lines or transmission systems, or the Internet, or any service provider's facilities, or any phone site or Web site (including the home page to [www.DirectEnergy.com/Cowboys](http://www.DirectEnergy.com/Cowboys)) or for any other reason whatsoever; or (8) any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Sweepstakes. If for any reason this Sweepstakes is not capable of being conducted as planned; or if this Sweepstakes or any phone service site or Web site associated therewith (or any portion thereof) becomes corrupted or does not allow the proper conduct of the Sweepstakes and/or processing of entries in accordance with these Official Rules for any reason; or if infection by a computer (or similar) virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes, in the sole opinion of Sponsor, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right, in its sole discretion, to disqualify any

individual implicated in such action and/or to cancel, terminate, modify or suspend this Sweepstakes, or any portion thereof, without obligation, and select the winners in a random drawing from among all eligible entries received prior to or after (as appropriate) the action taken by Sponsor. If such cancellation, termination, modification or suspension of this Sweepstakes occurs, notification will be posted. Any attempt by an individual to access this game via a bot script or other brute-force attack will result in that IP address becoming ineligible. Any individual's use of robotic, automatic, scripted, programmed or similar entry methods will void all entries by that individual. Sponsor reserves the right to disqualify entrants who violate any of the Official Rules, or attempt to interfere with the promotion in any manner. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**7. WINNERS LIST:** For a list of the winners, send a self-addressed, stamped envelope by 11/23/09 to: Direct Energy "Switch & Score" Sweepstakes-WL, P.O. Box 7430, Wilton, CT 06897-7430. Winners List will be available when all winners have been verified and prizes have been awarded.

**8. SPONSOR:** Direct Energy, 12 Greenway Plaza, Houston, TX 77046.