



Home Makeover Sweepstakes

Official Rules for the Direct Energy Home Makeover Sweepstakes

7. ENTRIES. NO PURCHASE NECESSARY TO ENTER. The Direct Energy Home Makeover Sweepstakes (the "Sweepstakes") will begin on June 27, 2008 at 12:01 a.m. CST and ends on September 30, 2008 at 11:59 p.m. CST (the "Promotion Period"). To be deemed eligible, enter through the internet by visiting www.directenergy.com/designingspaces, type your name, full address, home and daytime telephone numbers, e-mail address and certify that you are at least 21 years of age. Only one (1) entry per valid e-mail address. To enter by mail, print your name, full address, home and daytime telephone numbers, e-mail address (if any) and date of birth on 3" x 5" card and mail it in a hand-addressed, business-size (#10) envelope with first-class postage affixed to: "Direct Energy Home Makeover Sweepstakes" c/o Direct Energy, 12 Greenway Plaza, Suite 600, Houston, Texas 77046. Limit one (1) entry per person and limit one (1) entry per outer mailing envelope. In the event of multiple entries, only the first entry will be accepted. To be eligible, all entries must be received by 11:59 p.m. CST on September 30, 2008. By entering this Sweepstakes, entrant agrees and acknowledges their consent to be contacted, via phone or via mail, by a Direct Energy representative to discuss our products and services. Entrants agree to be bound by these Official Sweepstakes Rules.
2. SELECTION OF WINNER. One (1) Grand Prize Winner of the Promotion (the "Winner" and collectively with the Second Place Winners, the "Winners") and one (1) Second Place Winner[s] will be selected by a random drawing from all eligible entries. The random drawing will be held on or about October 3, 2008 at Direct Energy's offices and the Winners will be selected by a Direct Energy employee. The first entrant drawn will be the Grand Prize Winner. The Winners shall be reached by telephone on or after . In the event that the Winners are not contacted after two (2) attempts by Direct Energy, then such Winners will forfeit his or her right to participate in the Sweepstakes and Direct Energy may conduct another drawing to select replacement Winners.
3. PRIZE DESCRIPTION; ODDS OF WINNING. Winners will receive the following prizes (the "Prize" or "Prizes"):
 - One (1) Grand Prize Winner will receive a Home Depot gift card in the amount of \$5,000.00.
 - One (1) Second Place Winner[s] will receive 1,000.00.

The odds of winning will depend on the number of eligible entries received. The Winners may not assign, transfer, or substitute prizes. Non-cash prizes cannot be redeemed for cash value. Winner will be responsible for federal, state and local taxes, if any, associated with the prize. Direct Energy reserves the right, and sole discretion, to substitute, in whole or in part, a substantially similar prize. As a condition of winning, Winners must sign and return a Prize Acceptance Form as prepared by Direct Energy, including a publicity release prior to receipt of Prize.



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4. **ELIGIBILITY.** The Sweepstakes is open to all legal U.S. residents, age 21 or over as of the date of entry. Employees and immediate families (spouses, parents, siblings, children) of Direct Energy, and its respective parents, subsidiaries, affiliates, directors, officers, governors, owners, employees, agents, and advertising and promotional agencies are not eligible to enter. The Sweepstakes is void wherever prohibited or restricted by law.
5. **OPT-IN ENTRIES.** For the first 1,000 valid opt-in e-mail entries received, Direct Energy shall provide one (1) compact fluorescent light bulb.
6. **LIMITATIONS ON LIABILITY.** DIRECT ENERGY SHALL NOT BE RESPONSIBLE FOR ENTRIES THAT ARE INCOMPLETE, ILLEGIBLE, STOLEN, MISDIRECTED, LOST, LATE OR DAMAGED. ALL ENTRIES BECOME PROPERTY OF DIRECT ENERGY AND WILL NOT BE ACKNOWLEDGED OR RETURNED. BY ENTERING, EACH ENTRANT AGREES TO HOLD HARMLESS AND INDEMNIFY DIRECT ENERGY, AND ITS RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, GOVERNORS, OWNERS, EMPLOYEES, AGENTS, AND ADVERTISING AND PROMOTIONAL AGENCIES FROM ANY AND ALL LIABILITY, DAMAGES, CLAIMS AND CAUSES OF ACTION (HOWEVER NAMED OR DESCRIBED) WITH RESPECT TO ARISING OUT OF (A) ENTRANT'S PARTICIPATION IN THE SWEEPSTAKES, AND (B) THE RECEIPT AND/OR USE OF ANY PRIZE AWARDED HEREIN. BY ACCEPTING THE PRIZE, THE WINNER RELEASES AND HOLDS DIRECT ENERGY, AND ITS SUCCESSORS, ASSIGNS AND PARENT, AFFILIATED AND SUBSIDIARY COMPANIES, AND ALL OF ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY, THE "PROMOTION ENTITIES") HARMLESS FROM AND AGAINST ALL COSTS, INJURIES, LOSSES OR DAMAGES OF ANY KIND DUE IN WHOLE OR IN PART TO PARTICIPATION IN THE SWEEPSTAKES OR ARISING OUT OF PARTICIPATION IN ANY SWEEPSTAKES-RELATED ACTIVITY, OR THE RECEIPT, USE OR MISUSE OF THE PRIZE.
7. **CONSENT TO USE.** Each entrant hereby agrees and consents, without further authorization, compensation or remuneration of any kind, to the publication of the entrant's name and likeness in any medium, whether now known or hereafter developed, including without limitation, the Direct Energy website and in any and all advertising, promotions and other publicity conducted by Direct Energy and its respective parents, subsidiaries, affiliates, directors, officers, governors, owners, employees, agents.
8. **WINNERS NAME.** To obtain the winner's name, send a self-addressed, stamped envelope to Direct Energy, Direct Energy [insert correct name] Sweepstakes, 12 Greenway Plaza, Suite 600, Houston, Texas 77046.
9. **SWEEPSTAKES RULES.** All decisions as to Sweepstakes rules and interpretations are exclusively within the sole discretion of Direct Energy, and may be changed from time to time without notice. Direct Energy reserves the right to cancel or modify the contest at any time without notice.
10. **DISPUTES.** Entrants agree that any dispute or cause of action arising out of or connected with the contest shall be resolved individually, without resort to any form of class action,



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and exclusively by arbitration, which will be conducted in Houston, Texas in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

11. **FORCE MAJEURE.** Direct Energy shall not be responsible for cancellation or postponement of the Sweepstakes for any reason including, but not limited to, acts of God or any other act which is beyond the control of Direct Energy or which would cause Direct Energy to expend any funds in order to resolve such act.
12. **DISCLAIMER OF WARRANTIES.** DIRECT ENERGY MAKES NO WARRANTY OR REPRESENTATION CONCERNING THE ADEQUACY, COMPLETENESS, USEFULNESS OR SUFFICIENCY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE, OF ANY PRIZE PROVIDED UNDER THIS CONTEST AND SUCH PRIZE SHALL BE DELIVERED "AS IS."
13. **MISCELLANEOUS.** Direct Energy is not affiliated with Home Depot, Inc. or any affiliates or partners of Home Depot, Inc. The Home Depot® is a registered trademark of Home TLC, Inc.