

# AMERICAN WATER RESOURCES – HOME SWEET HOMEOWNER - SWEEPSTAKES

## OFFICIAL RULES

**NO PURCHASE IS NECESSARY TO PARTICIPATE OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. YOU HAVE NOT WON YET.**

**TO BE ELIGIBLE TO PARTICIPATE AND WIN THE GRAND PRIZE OR ANY REGULAR PRIZE (EACH AS DEFINED BELOW), YOU MUST LIVE IN A STATE WITHIN THE UNITED STATES OR THE DISTRICT OF COLUMBIA (EXCLUDING NEW YORK), AND YOU MUST SATISFY THE OTHER ELIGIBILITY REQUIREMENTS SET FORTH BELOW.**

**BY PARTICIPATING IN THIS SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING. WITHOUT LIMITATION, THIS CONTRACT PROVIDES FOR INDEMNIFICATION OF THE SPONSOR AND OTHER SWEEPSTAKES ENTITIES BY YOU, A CLASS ACTION AND JURY TRIAL WAIVER, A REQUIREMENT THAT MOST DISPUTES BE SETTLED BY MANDATORY BINDING ARBITRATION, AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.**

**1) Sweepstakes Entry Period:** The American Water Resources – Home Sweet Homeowner Sweepstakes (the “Sweepstakes”) begins at approximately 12 AM ET on Monday September 28, 2020, and ends at 11:59 PM ET on Friday November 6, 2020, or when all available Prizes have been issued by Sponsor, whichever comes first (the “Sweepstakes Period”). At approximately 12 AM ET on Monday September 28, 2020, the beginning of the Sweepstakes Entry Period, Sponsor will post a link to the @AWRUSA Facebook page (the “CTA Post”). As soon as the CTA Post is issued, eligible individuals may participate in the Sweepstakes as provided herein.

**2) Eligibility:** (A) To be eligible to receive a Regular Prize or the Grand Prize, you must meet all of the following requirements at the time of entering the Sweepstakes: (i) be a legal resident of a state within the United States (excluding New York) or the District of Columbia (“Territory”); and (ii) be at least 18 years of age or at least the age of majority in your jurisdiction (if the age of majority is older than 18) (each, a “Participant(s)”). Employees, officers, directors and agents of American Water Resources, Fooji, Inc. (“Fooji,” “Sponsor” or “Administrator”), any other company involved in the presentation, administration or fulfillment of the Sweepstakes, and their respective subsidiaries, affiliated companies, and divisions (collectively, the “Sweepstakes Entities”), and each of such individual’s immediate family members (defined as any spouse, partner, parent, legal guardian, sibling, child, legal ward, grandparent, or grandchild, regardless of where they reside) and/or those living in the same household of any such person (whether or not related) are not eligible for the Sweepstakes. Void outside the Territory and where prohibited or restricted by law.

(B) Additional Eligibility Requirements. Prior to being eligible to receive any Regular Prize or the Grand Prize, a Participant who has been selected as a potential winner may be required to provide

Sponsor with any information or certifications needed by Sponsor, in its judgment, for tax reporting or other purposes, including without limitation a valid social security number. Without limiting the foregoing, a person who has been selected as a winner of a Sweepstakes drawing may be required to sign and return to Sponsor for its receipt within three (3) business days an Affidavit of Eligibility/ Liability Release and any other document that Sponsor determines is required, necessary or appropriate, in Sponsor's judgment, to confirm such person's identity and eligibility. If any required documents are not timely received by Sponsor within three (3) business days of the notice that the person has been selected as a potential winner of a Regular Prize or the Grand Prize, that person will not be eligible to receive such Prize and an alternate winner will be selected by means of a random drawing from among all eligible Participants who have not already won a Regular Prize or the Grand Prize.

**3) Sponsor:** The Sponsor and Administrator of the Sweepstakes is Fooji, Inc. located at 257 E. Short St. Suite 200, Lexington, KY 40507.

**4) How To Participate in the Sweepstakes:** After the CTA Post is made during the Sweepstakes Period, to participate, click the link posted to the @AWRUSA Facebook page (a "Participation Action"). If the Sweepstakes is still ongoing when your Participation Action is received by @AWRUSA, you will be re-directed to a website where you must fully complete the registration form by providing your name, physical address, email address, and phone number and submit to Fooji a completed registration form for its receipt. You also will be asked to submit a brief story about your experience as a homeowner or another home-related experience, and an answer to a survey question. **You are not required to submit a story or answer the survey question in order to enter the Sweepstakes or win a Regular Prize or the Grand Prize.** If you would like to enter the Sweepstakes without submitting a story or answering the survey question, click "Skip" where indicated. Upon your submission of a complete registration form, you will be entered into the Sweepstakes. Only one entry per person, per Facebook account and per delivery address is permitted.

A maximum of one (1) Regular Prize and one (1) Grand Prize (terms defined below) may be awarded per person, per Facebook account and per email address in connection with the Sweepstakes. Purported Participation Actions that are incorrect or incomplete, received outside the Sweepstakes Period (including after all Regular Prizes have been redeemed), or that contain obscene, offensive, or any other language communicating messages inconsistent with the positive images with which Sponsor wishes to associate itself (all as determined by Sponsor in its sole discretion) will be void and disqualified. Sponsor is not responsible for misspellings, typographical errors, or other issues that may affect the ability to locate or record a purported Participation Action. Due to the way Facebook operates their services, Fooji may not be able to view or record purported Participation Actions, receive or send communications, or otherwise detect participation from or interact with potential Participants who have Facebook account settings that make their updates, comments, posts or communications private, protected, or otherwise limited, in which case any such purported Participant will be disqualified and ineligible to receive any Regular Prize or the Grand Prize. Normal Internet access and phone/usage charges imposed by your online/phone service may apply. Each Participation Action and

registration form entry (if applicable) must be manually key stroked and manually entered by the individual Participant; automated and/or repetitive submission of Participation Actions or registration forms (including but not limited to entries made using any script, macro, bot or sweepstakes service) will be disqualified.

This Sweepstakes is in no way sponsored, endorsed, or administered by or associated with Facebook.

**NOTE ABOUT MOBILE DATA AND MESSAGING CHARGES:** When you participate in the Sweepstakes via a mobile device and/or download or transmit data via your mobile device, data and messaging rates may apply according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on rate plans and charges relating to your participation in this Sweepstakes. Check your mobile device's capabilities for specific instructions.

**5) Regular Prizes and Grand Prize:** All federal, state and local taxes and all other expenses not expressly listed in these Official Rules are the sole responsibility of each winner of a Regular Prize or the Grand Prize, as applicable. All Regular Prizes and the Grand Prize are non-transferable and may not be substituted or redeemed for cash by winners. Gift Cards awarded as a Regular Prize or the Grand Prize are subject to their standard terms. Actual retail value ("ARV") of the Prizes may vary as described in the table below. **Total ARV of all Prizes available in this Sweepstakes: \$9,625.**

<b>Prize</b>	<b>ARV of Each Prize</b>	<b>Number of Prizes Available</b>
<b>Grand Prize: \$2,000 Digital Visa Gift Card</b>	<b>\$2,000</b>	<b>1</b>
<b>\$50 Prize: \$50 Digital Visa Gift Card</b>	<b>\$3,750</b>	<b>75</b>
<b>\$25 Prize: \$25 Digital Visa Gift Card</b>	<b>\$2,500</b>	<b>100</b>
<b>\$5 Prize: \$5 Digital Visa Gift Card</b>	<b>\$1,375</b>	<b>275</b>
<b>TOTAL</b>	<b>\$9,625</b>	<b>451</b>

The \$50 Prizes, \$25 Prizes, and \$5 Prizes are collectively referred to as “**Regular Prizes**”. The one-word term “**Prize**” refers to each of the Regular Prizes and the Grand Prize as applicable. Odds of winning any Regular Prize in this Sweepstakes depend on the number of eligible Participants and your timing of participation in relation to the participation of other Participants. Because the number of Participants is likely to increase over the span of the Sweepstakes Period and as Prizes are awarded, the odds of winning a Prize will likely decrease over time. The odds of winning the Grand Prize also depend on the number of eligible Participants. Fooji will be the official time keeping device for the Sweepstakes and all decisions by the Sponsor regarding the timing of entries and the order in which they are received will be final and binding.

**6) Winner Selection:** As explained below, the winner of the Grand Prize will be determined after the end of the Sweepstakes Period but the winners of all other Regular Prizes will be selected throughout the Sweepstakes Period.

Regular Prizes: Subject to compliance with these Official Rules, Regular Prizes will be awarded randomly at the rate of approximately 12 Regular Prizes per day during the Sweepstakes Period to eligible and verified Participants who complete the registration form as outlined above. The specific Regular Prize type will be awarded to eligible and verified Prize winners randomly. If you are chosen as a winner you will be notified in real-time and via email to the email address you provided to Sponsor when entering. Regular Prizes are limited to one (1) per person, per email address, during the Sweepstakes Period. The number of available Regular Prizes may but are not obligated to be periodically communicated throughout the Sweepstakes via posts from Sponsor’s @AWRUSA account.

Grand Prize Random Drawing: On approximately November 7, 2020, Sponsor will select one (1) potential Grand Prize winner through a random drawing from among all eligible Participants, including the previous Regular Prize winners. The potential Grand Prize winner will be notified within five (5) business days of the drawing via the email address used to enter the Sweepstakes.

A maximum of one (1) Regular Prize and one (1) Grand Prize (terms defined below) may be awarded per person, per Facebook account and per email address. Regular Prizes and the Grand Prize will be facilitated through direct link from Facebook. Except as determined by Sponsor in its sole discretion, no substitution of any Regular Prize or the Grand Prize is offered, no transfer of a Regular Prize or the Grand Prize to a third party is permitted, and no Prize may be redeemed with Sponsor for cash value (in some states, the Gift Card issuer might be required by law to redeem unused Gift Cards, subject to the Gift Card terms). AS SET FORTH ABOVE, YOU MUST RESIDE IN THE TERRITORY IN ORDER TO BE ELIGIBLE TO PARTICIPATE IN THIS SWEEPSTAKES AND WIN A REGULAR PRIZE OR THE GRAND PRIZE. Verified Regular Prize and Grand Prize winner(s) will be solely responsible for all applicable federal, state and local taxes on the Prize and may receive an IRS Form 1099 for the retail value of the Prize. All expenses associated with the receipt and use of a Prize not specifically mentioned herein are solely the responsibility of the winners. Sponsor is not responsible for any delay or cancellation of any Prize delivery due to unforeseen circumstances, or those outside of Sponsor’s control. Potential winners are subject to verification and may be required to sign and return to Sponsor for its receipt

within three (3) business days an Affidavit of Eligibility/ Liability Release with (where lawful) a publicity release for receipt by Sponsor by the due date indicated in the notification message. If any required documents are not timely received by Sponsor, or if any message or mail intended for a winner is returned as undeliverable, then the applicable Prize may be may be forfeited and an alternate winner will be selected by means of a random drawing from among all eligible Participants who have not already won a Regular Prize and the Grand Prize, as applicable.

**7) General Rules / Limitations of Liability:** By participating in the Sweepstakes, Participants agree to be bound by these Official Rules and the decisions of the Sponsor which shall be final in all respects. Participation in the Sweepstakes constitutes permission for the Sponsor and its designees to use the Participant's name, likeness, voice, biographical information, prize information, quotes attributable to Participant, and any other elements of Participant's persona for purposes of advertising and trade in any and all media now known or otherwise developed without further compensation or review, including a Participant list to be used by Fooji and its partners to re-target participants via email or the Fooji app, unless prohibited by law. In the event there is a discrepancy or inconsistency between disclosures or other statements (in any and all media) contained in any Sweepstakes materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. Sponsor and the other Sweepstakes Entities assume no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Sweepstakes; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers, software or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of the Internet or the Facebook platforms or any combination thereof; or (e) any injury or damage to Participant's or to any other person's computer which may be related to or resulting from any attempt to participate in the Sweepstakes. The Sponsor and other Sweepstakes Entities are not responsible for the failure of any order to be received for any reason or for any delay in the processing or failure to process any order or entries. The Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the order process or the operation of the Sweepstakes; violates the Official Rules; is suspected of cheating, fraud, or acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any Participant who uses or is suspected of using cheating, fraudulent means, unauthorized ordering methods, or otherwise attempts to participate multiple times, or with multiple identities, Facebook accounts, and/or addresses will be disqualified. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. If, for any reason, the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, changes to the Facebook platform that are not acceptable to Sponsor, or any

other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper

conduct of the Sweepstakes, then the Sponsor reserves the right in its sole discretion to cancel, modify, suspend or terminate the Sweepstakes in whole or in part. In the event Sponsor experiences a technical failure during admission of the Sweepstakes that causes the Sweepstakes to be suspended, Sponsor shall select a winner or winners by random drawing from all valid entries received up to the point of the technical failure. **TO THE FULLEST EXTENT PERMITTED BY LAW, AS A CONDITION OF ENTRY INTO THE SWEEPSTAKES, ALL PARTICIPANTS AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS THE SPONSOR AND OTHER SWEEPSTAKES ENTITIES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS OR ACTIONS OF ANY KIND WHATSOEVER FOR INJURIES, DAMAGES, OR LOSSES TO PERSONS OR PROPERTY WHICH MAY BE SUSTAINED IN CONNECTION WITH: PARTICIPATING IN ANY ASPECT OF THE SWEEPSTAKES; THE RECEIPT, OWNERSHIP OR USE OF ANY PRIZE AWARDED; PREPARING FOR, PARTICIPATING IN OR TRAVELING TO AND/OR FROM ANY PRIZE- RELATED OR SWEEPSTAKES-RELATED ACTIVITY, OR; ANY TYPOGRAPHICAL OR OTHER ERROR IN THESE OFFICIAL RULES OR ANY CTA POSTS OR OTHER ANNOUNCEMENTS RELATING TO THE SWEEPSTAKES. THE WINNERS SHALL BEAR ALL RISK OF LOSS OR DAMAGE TO THEIR PRIZE AFTER THEY HAVE BEEN DELIVERED. SPONSOR AND THE OTHER SWEEPSTAKES ENTITIES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE APPEARANCE, SAFETY OR PERFORMANCE OF ANY PRIZE(S).**

BY ENTERING THE SWEEPSTAKES, PARTICIPANT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED WILL BE LIMITED TO ACTUAL, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; AND (2) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES (OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00)) AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

Without limiting any other provision in these Official Rules, the Sweepstakes Entities are not responsible or liable to any Participant or winner (or any person claiming through such Participant or winner) for failure to supply a Prize or any part thereof in the event that any of the Sweepstakes activities or Sweepstakes Entities' operations or activities are affected by any cause or event beyond the sole and reasonable control of Sponsor or any business providing services to Sponsor, including, without limitation, by reason of any acts of God, pandemics or epidemics, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic, fire, explosion, earthquake, flood,

hurricane, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or

quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

EACH PARTICIPANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER AGAINST THE SWEEPSTAKES ENTITIES. SECTION 1542 READS AS FOLLOWS: "CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASING PARTY."

**8) Privacy Policy:** By entering the Sweepstakes, Participants agree that any personal information submitted by Participants may be used and shared by Sponsor subject to the privacy policy of America Water Resources posted at <https://awrusa.com/page/privacy-policy/226621> and Sponsor's privacy policy posted at <https://fooji.com/privacy/>.

**9) Governing Law / Disputes/ Arbitration:** Except where prohibited by law, as a condition of participating in this Sweepstakes, each Participant agrees that (1) any and all disputes and causes of action arising out of or connected with these Sweepstakes, including but not limited to any Prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of JAMS and held at the JAMS regional office nearest the Participant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will any Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than Participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Sweepstakes), and Participant further waives all rights to have damages multiplied or increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Participant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules (whether of the State of Delaware or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Delaware.

Notwithstanding the foregoing, in the event that the preceding release is determined by a court of competent jurisdiction to be invalid or void for any reason, Participant agrees that, by entering the Sweepstakes: (i) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, or any Prize awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket

costs incurred, including costs associated with entering the Sweepstakes, but in no event attorney's fees; and (iii) under no circumstances will any Participant be permitted to obtain any award for, and Participant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses.

**10) Severability:** If any term of provision of these Official Rules is found under the law to be invalid or unenforceable, then such specific term or provision shall be of no force and effect and shall be severed and the remainder of these Official Rules shall continue in full force and effect.

**11) Winners List:** For a winners' list, no later than 60 days after the close of the Sweepstakes, send an email request with the name of the Sweepstakes to [hello@fooji.com](mailto:hello@fooji.com) or mail your request together with a self-addressed stamped envelope to American Water Resources – Home Sweet Homeowner Sweepstakes Winner's List Sponsor at the address noted in Section 3 above.

**12) Questions?** If you have any questions, you may contact us at [help@fooji.com](mailto:help@fooji.com).