

## **VOTING PROCESS FOR RELIANT ENERGY RELIANT GIVES CHARITABLE CONTRIBUTION PROGRAM OFFICIAL RULES**

**NO PURCHASE NECESSARY TO PARTICIPATE. ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.**

### **1. THE PROCESS:**

These official rules (the "Official Rules") shall govern the voting process (the "Process") for the Reliant Energy Reliant Gives Charitable Contribution Program (the "Program"). The Process in connection with the charitable awards (first award: \$100,000 charitable contribution, second award: \$20,000 charitable contribution, and third award: \$10,000 charitable contribution) begins at 12:00 PM Central Time ("CT") on **June 10, 2019** and ends at 11:59 PM CT on **June 16, 2019** (the "Process Period"). The Program and this Process are sponsored and administered by Reliant Energy Retail Services, LLC, 1201 Fannin, Houston, TX 77002 ("Reliant Energy"). The information you provide as detailed below will only be used for verification purposes.

### **2. TO VOTE:**

By participating in the Process, each voter agrees to be bound by the terms of these Official Rules. Reliant Energy is not responsible for late, incomplete, void, corrupted, misdirected, or otherwise erroneous votes or for any problems, malfunctions or technical difficulties that arise in the Process. Any incomplete votes will be void. Proof of vote will not be deemed to be proof of receipt by Reliant Energy. All votes submitted in compliance with these Official Rules and not disqualified are considered "eligible votes."

You may vote as follows:

To vote, during the Process Period, each participant should visit the Reliant Gives voting modal located at [reliant.com/vote](http://reliant.com/vote) and choose one (1) charity from among the three (3) charities listed on the site. Participants must enter their mobile phone number and click "Confirm" to receive a text message to confirm their vote. Message and data rates may apply. Participants may vote once per day, per mobile phone number.

### **3. SELECTION OF CHARITIES**

At the end of the Process Period, each eligible vote received during the Process Period will be tallied to determine which charity received the highest number of votes, which the second highest and which the third highest. To be valid, votes submitted during the Process Period must be received by Reliant Energy during the Process Period.

At the end of the Process Period, each of the three (3) charitable organizations, respectively, will receive the level of donation that corresponds with the total number of votes they received. Each of these three organizations will be notified of their donation on October 23, 2018.

The decisions of Reliant Energy, including the selection of the three winning charities, are final and binding on all matters relating to this Process. Odds of winning depend on the total

2019 Voting Process for Reliant Gives Charitable Contribution Program – June, Official Rules  
number of eligible votes received during the Process Period.

#### **4. DONATIONS:**

- At approximately 10:30 AM CT on **June 18, 2019**, the charitable organization with the highest number of votes from all eligible votes received during the Process Period will be chosen to receive \$100,000 from the Program.
- At approximately 10:30 AM CT on **June 18, 2019**, the charitable organization with the second highest number of votes from all eligible votes received during the Process Period will be chosen to receive \$20,000 from the Program.
- At approximately 10:30 AM CT on **June 18, 2019**, the charitable organization with the third highest number of votes from all eligible votes received during the Process Period will be chosen to receive \$10,000 from the Program.

In the event of a tie, the ultimate decision as to which charity will receive which level of donation, and all other matters related to the Process and Program, are left to the Reliant Gives Program committee, in its sole discretion.

The three (3) charitable organizations will be notified of their selection and corresponding contribution amount by Reliant Energy in the following way:

A member of the Reliant Gives Program committee will contact a previously identified person at each organization via email or phone.

The total approximate retail value of all donations awarded in the Program is \$130,000. A donation may not be substituted or transferred by a selected organization. Exact donation details will be determined in the sole discretion of Reliant Energy. Reliant Energy reserves the right, in its sole discretion, to substitute a donation of equal or greater value.

#### **5. ELIGIBILITY TO PARTICIPATE IN THE PROCESS:**

The Process is open to individuals who are, as of **June 10, 2019** (a) U.S. citizens or U.S. legal residents; and (b) at least eighteen (18) years of age.

#### **6. RELEASE:**

By participating in the Process, participant agrees to these Official Rules and to be bound by the decisions of Reliant Energy. In addition, by participating in the Process, each participant agrees to release, defend, hold harmless and indemnify Reliant Energy and its respective parents, subsidiaries, affiliates, contractors, directors, officers, governors, employees and agents against any and all liability, damages or causes of action (however named or described), with respect to or arising out of any injuries, losses, or damages of any kind arising out of the Process and/or caused by the acceptance, possession, use or misuse of a donation awarded in the Program, including but not limited to any claims for damage to property, personal injury, death or claims based on defamation, rights of privacy, rights of publicity or merchandise delivery.

Reliant Energy shall not be liable to any selected organization (or any person acting or claiming on behalf of a selected organization) for failure to supply a donation or any part

thereof, for any reason out of Reliant Energy's reasonable control, including without limitation, any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, game cancellation, insurrection or riot.

Voters participate in the Process at their own risk. Reliant Energy shall not be liable to any entrant for damages arising out of (i) any printing or typographical errors in these Official Rules or any other materials associated with the Process or Program; or (ii) any errors in the administration of the Process, including, without limitation, the processing of votes. Reliant Energy is not responsible for and shall not be liable for any condition caused by events beyond its control that may cause the Process to be disrupted.

Acceptance of a donation by an organization constitutes the grant by that organization to Reliant Energy, its successors, agents and assigns a perpetual, non-revocable right to: (i) use that organization's name and/or logos, and (ii) take photographs and/or video of that organization and/or its people and to make originals and copies of, and to copyright and use, same, for purposes of advertising and promoting the Program through other media outlets (television, radio, online) without further compensation, except where prohibited.

## **7. GENERAL:**

Reliant Energy reserves the right, in its sole discretion, to amend, change, cancel or suspend the Process and/or Program (or any portion of the Process and/or Program) at any time and for any reason and randomly award the donations identified above from among eligible organizations at the time of such action, should a virus, bugs, malicious tampering or other causes beyond the control of Reliant Energy corrupt the administration of proper execution of the Process (as determined in Reliant Energy's sole discretion).

Reliant Energy reserves the right, in its sole discretion, to disqualify from the Program any organization found or suspected to be: 1) tampering with the Process or the operation of the Process, or 2) acting in violation of these Official Rules. Any attempt by an organization or individual to undermine the legitimate operation of the Process may be in violation of criminal and civil laws, and Reliant Energy reserves the right to seek damages from any such entrant to the fullest extent permitted by law.

Reliant Energy reserves the right to amend or change the Official Rules at any time, in its sole discretion. Amendments will be posted on Reliant Energy's website. By participating in the Process, each participant consents to be bound by any and all amendments that may be made.

## **8. CHOICE OF LAW:**

Under no circumstances will a participant in the Process be permitted to obtain awards for, and each participant hereby waives all rights to claim, punitive, incidental or consequential damages, even if Reliant Energy is notified of the possibility of same in advance, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with participating in the Process), and each participant further waives all rights to have damages multiplied or increased. All issues and questions concerning the construction,

validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participating organizations and individuals and Reliant Energy in connection with the Process and Program, shall be governed by, and construed in accordance with, the substantive laws of the State of Texas, without regard to Texas' choice of law rules. All proceedings shall take place in Harris County, Texas.