

Home Energy Use Survey Contest Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR ODDS OF WINNING.

1. Eligibility: The Home Energy Use Survey Contest (“Contest”) is open to Consumers Energy customers who complete the Home Energy Use Survey (the “Survey”) and confirm or provide a valid mailing address at the time of entry (the “Entrants”). By taking the Survey, you agree to these Contest rules (the "Official Rules"). Entrants who are employees, officers, directors and agents of Consumers Energy, its parent company, affiliates, subsidiaries, advertising, promotion and fulfillment agencies, and program implementation contractors and persons living in their same household are not eligible to participate. The Contest is subject to all applicable federal, state and local laws and regulations. Void where prohibited by law.

Participation constitutes Entrant’s full and unconditional agreement to these Official Rules and Sponsor’s and Administrator’s decisions, which are final and binding in all matters related to the Survey. Winning a prize is contingent upon fulfilling all requirements set forth herein. Any contact information provided will be used solely for the purposes of the Contest.

2. Sponsor: The Contest is sponsored by the Consumers Energy Company, One Energy Plaza, Jackson, MI 49201.

3. Timing: Survey and Contest Period begins January 2, 2017 at 8:00 AM Eastern Time (“ET”) and ends on January 31, 2017 at 11:59 PM Eastern Time (“ET”) (the “Contest Period”).

4. Prizes: Five (5) one-hundred dollar (\$100.00) Visa® gift cards will be awarded at random to five (5) winners. No transfer, assignment, cash redemption, or substitution of prize may occur except by Consumers Energy at its sole discretion due to prize unavailability or causes otherwise determined solely by Consumers Energy. All taxes, if any, are the winner's sole responsibility. In no event will there be more Prizes awarded than are stated in these Official Rules. Any difference between the stated value and actual value will not be awarded. Lost or stolen prizes will not be replaced. Winners agree to accept the prize “as is”, and Entrants hereby acknowledge that Contest Entities have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relative to the prize, including express warranties (if any) provided exclusively by a prize supplier that are sent along with the prize.

5. How to Enter: Entrants can submit their Entry by completing the Home Energy Use Survey as instructed by the administrator. During the Contest Period, each eligible Entrant who submits a name and address through the Home Energy Use Survey will be automatically entered into the Contest. By submitting the Home Energy Use Survey, you indicate your agreement and compliance with the Official Rules. Your Entry must be in accordance with the specific requirements listed below. Successful Entry according to the above “How to Enter” rules automatically results in Entry into the Contest.

6. Contest Restrictions: Consumers Energy may disqualify any entry that it determines, in its sole discretion, has failed to conform to any of these Official Rules. Entrant must be a Consumers Energy account holder at the time of the Survey or household member of a household with a Consumers Energy account at the time of the Survey. Only one entry per household.

7. Winner Selection: Following the Contest Period, a random drawing will be held among eligible Entrants with five (5) winners selected. The selected winner will be notified by mail on or around February 7, 2017 (within one week). The same mail notification will contain the Prize. If a selected winner cannot be contacted, does not comply with these Official Rules, does not provide an address to which to send the prize, or the prize is returned as undeliverable, such selected winner forfeits the prize. Any unawarded prizes will remain unawarded.

8. Disqualification, Modification and Cancellation: Any Entrant who attempts or encourages, either directly or indirectly, the entry of multiple or false contact information under multiple identities, or uses any device, service or artifice to enter false Entries, as determined by the Administrator, will be disqualified and any and all prizes to which the Entrant may have been awarded or entitled will be canceled.

9. Odds of Winning:

Odds of winning a prize depend on the number of eligible Entries.

10. Privacy: Entry into this Contest requires the Entrant to provide certain personal information upon entry into the Contest. Entrants are informed that the personal data collection in connection with this Contest will be collected by Contest engine and reside on United States based servers and will therefore be subject to applicable United States laws and Contest Entities privacy policies located at <https://www.consumersenergy.com/content.aspx?id=1121>. By participating, you acknowledge that the Sponsor and its Subcontractors have the right to use and/or publicize your name and likeness for promotional purposes.

11. Limitations of Liability: By participating, Entrant releases Consumers Energy and its Subcontractors, officers, directors, shareholders, and employees from any and all liability for any claims, costs, injuries, losses or damages of any kind caused by participation in the Survey Contest, including unauthorized or illegal access to personally identifiable or sensitive information or acceptance, possession, use, misuse, or nonuse of the prize that may be awarded; acknowledges that said parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or law, relative to the prize; and waives any rights to claim ambiguity with respect to these Official Rules.

12. Disputes: This Contest is governed by the laws of the State of Michigan, without respect to conflict of law doctrines. As a condition of participating in this Contest, you agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or in connection with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Michigan having jurisdiction. Further, in any such dispute, under no circumstances will Participants be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, including

attorneys' fees, other than Participant's actual out-of-pocket expenses (e.g. costs associated with entering), and Participants further waive all rights to have damages multiplied or increased. In the event of a dispute about the identity of an Entrant, each Entry will be declared made by the Account Holder at time of the Contest. The Account Holder is deemed to be the person who is a Consumers Energy Employee. Failure to comply with these Official Rules may result in disqualification from the Contest.