

Green Mountain Energy Company
“Go Steady, Win a Nest!” Sweepstakes
Official Rules

This sweepstakes is sponsored by Green Mountain Energy Company, REP Cert. No. 10009 (“Green Mountain” or “Sponsor”). This sweepstakes is intended for play and participation in the State of Texas only, and shall be construed and evaluated according to the laws of the State of Texas and the United States. Void outside Texas and where prohibited by law.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.

1. TO ENTER: The Green Mountain Energy Company “Go Steady, Win a Nest!” Sweepstakes (the “Sweepstakes”) starts on Friday, May 15, 2015 at 7:00 a.m. CDT and ends on Monday, June 15, 2015 at 10:00 p.m. CDT (the “Promotion Period”). To enter - during the Promotion Period, read and understand these Sweepstakes Official Rules and either (i) automatically be entered in the Sweepstakes if you are a current Green Mountain customer in Texas who is enrolled in Average Billing on or before June 15, 2015, or (ii) send a postcard (postmarked no later than June 15, 2015) to “Green Mountain Energy Company, Attn: “Go Steady, Win a Nest!” Sweepstakes, 300 West 6th Street, Suite 1600, Austin, TX 78701” with the following information: (a) the phrase “Enter me in the ‘Go Steady, Win a Nest!’ Sweepstakes”, and (b) your name, home address, phone number and email address. **Limit one (1) Entry per person.**

Sponsor is not responsible for any lost or undelivered Entries; Entries not received within the Promotion Period; for printing or typographical errors; incorrect or inaccurate Entry information; late, lost, misdirected or incomplete Entries; computer system or phone line errors, software/hardware malfunctions or other errors; or for failures or delays in transmissions that are human or technical in nature. By entering into the Sweepstakes, you agree to be bound by the terms and conditions of these Official Rules.

2. ELIGIBILITY: The Sweepstakes is open to legal residents of the State of Texas 18 years of age and older as of May 15, 2015. Employees, officers, directors, agents, vendors and representatives of Sponsor and its respective parent, subsidiaries, affiliates and advertising/promotion agencies (as applicable) involved with this Sweepstakes (the “Sweepstakes Parties”) and the immediate families (spouse, siblings, parents, children and their respective spouses) and household members of such persons are not eligible to win.

3. DRAWING AND PRIZE INFORMATION: Five (5) Prize Winners will be selected by random drawing to receive one (1) Nest Learning Thermostat™ each (the “Sweepstakes Prize”). The Approximate Retail Value (“ARV”) of each Sweepstakes Prize is \$249.00 plus sales tax. The total ARV for all Sweepstakes Prizes is \$1245.00 plus sales tax.

Each Prize Winner will be selected by a random drawing from all eligible Entries received during the Promotion Period. The random drawings will be conducted on or around July 1, 2015 by Green Mountain, whose decision is final in all matters. The potential Prize Winners need not be present. Odds of winning depend on the number of eligible Entries received for the Sweepstakes.

The potential Prize Winners will be notified by telephone or email on or around July 8, 2015. Green Mountain will make three (3) attempts to contact a potential Prize Winner via phone and/or email. If Green Mountain is unable to reach a potential Prize Winner via phone and/or email after three (3) attempts, he/she will be disqualified and an alternate Prize Winner will be selected by a random drawing from all remaining eligible Entries received during the Promotion Period.

Each potential Prize Winner will be required to sign and return an affidavit of eligibility, a liability / publicity release, and any other release reasonably requested by Sponsor to receive his/her Sweepstakes Prize. Failure to (i) sign and return an affidavit of eligibility, a liability / publicity release, and any other release reasonably requested by Sponsor within three (3) business days after receipt, and/or (ii) comply with these Official Rules will cause forfeiture of, and a loss of all claims and rights to a Sweepstakes Prize. Thereafter, Sponsor may select an alternate Prize Winner by a random drawing from all remaining eligible Entries received during the Promotion Period.

Each Prize Winner is solely responsible for any expenses in connection with his/her Sweepstakes Prize not expressly described herein as being awarded (including without limitation any taxes).

A Sweepstakes Prize may not be substituted, transferred or redeemed for cash except at the sole discretion of Sponsor. In case of unavailability, Sponsor reserves the right to substitute a prize of equal or greater value. SPONSOR AND ITS PARENT AND AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS HAVE NOT MADE AND ARE NOT IN ANY MANNER RESPONSIBLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO A

SWEEPSTAKES PRIZE, INCLUDING BUT NOT LIMITED TO ITS QUALITY, CONDITION OR FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL WARRANTIES, REPRESENTATIONS, AND/OR GUARANTEES ON A SWEEPSTAKES PRIZE (IF ANY) ARE SUBJECT TO NEST'S TERMS THEREFORE, AND EACH PRIZE WINNER AGREES TO LOOK SOLELY TO NEST FOR ANY SUCH WARRANTY, REPRESENTATION AND/OR GUARANTEE. EACH SWEEPSTAKES PRIZE IS SUBJECT TO ALL LIMITATIONS, RESTRICTIONS, TERMS AND CONDITIONS IMPOSED BY NEST.

4. RELEASE: Each Sweepstakes participant and each Prize Winner, on behalf of himself/herself, his/her executors, heirs and assigns, by acceptance of any offer or a Sweepstakes Prize received under or in connection with this Sweepstakes, agree to release the Sponsor and Sweepstakes Parties from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses of any kind to persons or property which may be sustained in connection with the conduct, promotion or outcome of the Sweepstakes; receipt, ownership, use or misuse of a Sweepstakes Prize; or while preparing for, participating in or traveling to and/or from any Sweepstakes Prize - related activity in connection with the Sweepstakes or otherwise. Under no circumstances will Sponsor or the Sweepstakes Parties be liable for any direct, indirect, incidental, consequential, special, punitive, or any other damages in connection with the Sweepstakes. Notwithstanding the foregoing, the Prize Winners are not waiving or releasing any right under any applicable rules or regulations of the Public Utility Commission of Texas governing retail electric providers.

Acceptance of a Sweepstakes Prize constitutes permission for the Sponsor and Sweepstakes Parties to use (in its/their sole discretion) the applicable Prize Winner's name, city of residence, photograph, video tape, film or any other likeness, including his/her voice, recorded or live, or testimonials, for purposes of Sponsor's advertising and promotion in any and all forms of media, throughout the world, in perpetuity, without further compensation, except where prohibited by law. Each Prize Winner further agrees to hold Sponsor and the Sweepstakes Parties blameless and without liability for such publication, broadcast or use.

5. GENERAL: Sponsor reserves the right, in its sole discretion, to cancel or suspend the Sweepstakes or any portion thereof should a virus, bug, malicious tampering, or other cause beyond the control of Sponsor corrupt the administration or proper play of the Sweepstakes. In the event of cancellation, Sponsor will award each of the five (5) Sweepstakes Prizes in a random drawing from all eligible Entries received prior to cancellation.

Sponsor reserves the right, in its sole discretion, to disqualify anyone found to be tampering with the Entry process or the operation of the Sweepstakes, or to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person.

Sponsor may modify and amend these Official Rules from time to time during the Promotion Period for clarification purposes without materially affecting the terms and conditions of the Sweepstakes. Sponsor is not responsible for any typographical or printing errors in the advertising of the Sweepstakes Prize included in the Sweepstakes, these Official Rules, or other promotional materials.

6. CHOICE OF LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Sweepstakes participants, Prize Winners and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard for its conflicts of law doctrine, and all proceedings shall take place in Travis County, Texas.

7. DATA COLLECTION: Sponsor will be collecting personal data about Sweepstakes participants when they enter the Sweepstakes and will maintain and use such information in accordance with Green Mountain's Privacy Policy at www.greenmountain.com. By participating in the Sweepstakes, entrants hereby agree to all of the terms and conditions of the Green Mountain Privacy Policy. If you do not wish to receive future sweepstakes or contest mailings from Green Mountain, please send a written request to Green Mountain Energy Company, Attn: "Go Steady, Win a Nest!" Sweepstakes, 300 West 6th Street, Suite 1600, Austin, Texas 78701, with your name, physical address and email address, and Green Mountain will remove your address from future sweepstakes/contest mailings within 60 days.

8. PRIZE WINNER LIST: For a list of the five (5) Prize Winners, available after August 1, 2015, send a self-addressed, stamped envelope to: Green Mountain Energy Company, Attn: Prize Winner List – "Go Steady, Win a Nest!" Sweepstakes, 300 West 6th Street, Suite 1600, Austin, Texas 78701. Requests must be received by November 30, 2015.