“Earth Month Sweepstakes”
Official Rules

There is no purchase necessary to enter or win the Sweepstakes. This Sweepstakes is void where prohibited by law and subject to all applicable federal, state, and local laws and regulations. These official rules (the “Official Rules”) govern the Sweepstakes.

1. **Sweepstakes Period.** Participation constitutes entrant’s full and unconditional agreement to and acceptance of these Official Rules. The “Earth Month” (the “Sweepstakes”) is open from April 1, 2016 at 9:00 a.m. Eastern Daylight Time through May 31, 2016 at 11:59 p.m. Eastern Daylight Time (the “Sweepstakes Period”). Sweepstakes is sponsored by Just Energy Resources LLC dba TerraPass, 5251 Westheimer Rd. Ste. 1000, Houston, TX 77056 (the "Sponsor"), who is solely responsible for all aspects of this Sweepstakes.

2. **To Enter.** Opt in to receive newsletters and email communications from TerraPass. Upon submission, entrant will receive one (1) entry into the Sweepstakes. Limit one (1) entry per person and/or email address. Proof of entering information at the website is not considered proof of delivery to or receipt by Sponsor of such entry. Entry must be made by the entrant only. Entries made by any other individual or any entity, and/or originating at any other web site or e-mail address, including but not limited to commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. Tampering with the entry process or the operation of the Sweepstakes, including but not limited to the use of any device to automate the entry process, is prohibited and any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor’s satisfaction, the affected entry will be deemed ineligible. The Sponsor assumes no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

3. **Drawing.** Each eligible entry will be entered into the Sweepstakes drawing scheduled to be held on [June 1, 2016 at 12:00 p.m. Eastern Daylight Time] at [Just Energy Resources LLC dba TerraPass, 5251 Westheimer Rd. Ste. 1000, Houston, TX 77056]. To be eligible to win, entries must meet all applicable requirements identified in the Official Rules.

4. **Prize and Selection Process.** From the eligible entrants, one (1) winner will be randomly selected and each awarded an ecobee3 smart wifi thermostat.

5. **Eligibility and Limitations.**
   a. This Sweepstakes is intended for participation in the United States only and shall be construed and evaluated according to the laws of the State of Texas and the United States.
   b. You must be 18 or older (at the time of Sweepstakes entry) and a legal resident of the United States to have the opportunity to participate in the Sweepstakes for a chance to win the prize.
   c. Winner will be notified via the email address on the entry.
   d. The winner may be required to execute and return an affidavit of eligibility, a liability release, and where lawful a publicity release at the time the prizes are awarded. If such documents are not returned within the specified time period, or a potential winner is not in compliance with these Official Rules, the prize will be forfeited.
e. No substitution of the prize is offered, no transfer of any prize to a third party is permitted and non-cash prizes may not be redeemed for cash value. Sponsor reserves the right to substitute the prizes with one of equal or greater value.

f. If for any reason a Sweepstakes winner provides notice that they have decided not to accept the awarded prize, the winner may be required to sign a release form acknowledging that they are forfeiting the prize. It will be at Sponsor’s discretion if another contestant is to be selected as the winner.

6. **Decisions.** By participating in the Sweepstakes, entrants agree to be bound by the decisions of Sponsor. Sponsor reserves the right in its sole discretion to disqualify any entrant or winner and may refuse to award any prize to a person who is ineligible, who Sponsor believes has violated any rule, gained unfair advantage in participating in the Sweepstakes, or has acted in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person, or obtained winner status using fraudulent means. Sponsor will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules of the Sweepstakes and Sponsor’s decisions concerning such disputes shall be final. If the conduct or outcome of the Sweepstakes is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of Sponsor. Sponsor reserves the right to terminate or suspend this Sweepstakes at any time, or make such other decisions regarding the outcome as it deems appropriate. All decisions will be made by Sponsor and are final. Sponsor may waive any of these Official Rules in its sole discretion.

7. **Taxes.** The value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes related to any prize and paying any expenses associated with any prize which is not specifically provided for in the Official Rules.

8. **Publicity; Use of Personal Information.** Sponsor may collect personal data about entrants when they enter the Sweepstakes. By participating in the Sweepstakes, entrants and the winners agree that Sponsor may disclose personal information obtained from entrants and the winners in the Sweepstakes to affiliates and third parties and use such information for marketing and other purposes. By participating, all entrants and the winner grant Sponsor exclusive permission to use their names, characters, photographs, voices, and likenesses in connection with promotion of this Sweepstakes and other contests and waive any claims to royalty, right, or remuneration for such use.

9. **Release.** By participating in the Sweepstakes, each entrant and the winners waive any and all claims of liability against the Sponsor, their respective officers, directors, employees and agents, for any personal injury or loss which may occur from the conduct of, or participation in, the Sweepstakes, or from the use of any prize. Winners further acknowledge that Sponsor has neither made nor is in any manner responsible for any warranty, representation or guarantee, expressed or implied, in fact or in law, related to the prize or any portion thereof, including but not limited to quality, mechanical condition or fitness for a particular purpose. In order to receive the prize, the winners must sign an official waiver form provided by Sponsor.

10. **General.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of 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 conflicts of law doctrine, and all proceedings shall take place in Harris County, Texas. Further, in any such dispute, under no circumstances will participants be permitted to obtain awards for, and each hereby waives all rights to claim punitive, incidental or consequential damages, or attorneys’ fees.

11. **Disclaimer.** Sponsor disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. Sponsor shall not be liable to any winner or any person claiming through winner for failure to supply the prize or any part thereof, by reason of 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, insurrection, riot, or any other cause beyond Sponsor’s sole control.

12. **Limitations of Liability.** All entrants agree to release and hold harmless Sponsor and all of its respective affiliated companies and all of their respective directors, officers, employees, agents, legal counsel, and/or participating promotional partners from all losses, damages, penalties, claims, actions, suits, costs, and expenses of any kind whatsoever and any property damage, personal injury, or death to any participant or third person caused by or arising out of or in connection with participation in the Sweepstakes or with the use of any prize awarded. Sponsor is not responsible for any incorrect or inaccurate information and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the Sweepstakes or the equipment used in its administration.

13. **Official Rules and Winner List.** For a copy of the Official Rules, or a list of the Sweepstakes winners, specify the information being requested and send the request in a self-addressed stamped envelope to TerraPass, 5251 Westheimer Rd., Ste. 1000, Houston, TX 77056 by June 30, 2016.