PAPERLESS BILLING SWEEPSTAKES IN-2 OFFICIAL RULES

Please read these Official Rules (these "Official Rules") of Northern Indiana Public Service Company's Paperless Billing Sweepstakes IN-2 (the "Sweepstakes"). You must agree to accept and comply with these Official Rules to participate in the Sweepstakes.

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

- 1. <u>Sponsor</u>. Northern Indiana Public Service Company, an Indiana corporation (the "*Sponsor*" or "NIPSCO."), whose principal business address is 801 E 86th Ave, Merrillville, IN 46410.
- 2. Who Can Enter? The Sweepstakes is open to you only if you satisfy either of the following requirements: at both the time that you enter the Sweepstakes and at the time the prize is awarded, you must be (a) at least 18 years of age, a legal resident of the State of Indiana, and reside in NIPSCO's Service Territory, or (b) a business entity that has full power and legal authority to transact business in the State of Indiana, and located in NIPSCO's Service Territory. Employees of NIPSCO or any of its affiliates and members of their household are not eligible to win.

To see if you are located in NIPSCO's Service Territory, please go to: http://www.nipsco.com/en/about-us.aspx

- 3. When Can You Enter? The Sweepstakes begins at 1:00 a.m. CST. on October 1, 2013, and ends at 11:59 p.m. CST. on December 5, 2013 (the "Sweepstakes Period").
- 4. <u>How to Enter?</u> There are two ways to enter the Sweepstakes: (a) an online Paperless Billing Enrollment method; and (b) a mail-in method.
 - (a) Online Paperless Billing Enrollment Method.
 - (i) To enter the Sweepstakes by the online method, click on the link below to learn more about NIPSCO's Paperless Billing Options and enroll during the Sweepstakes Period.

www.nipsco.com/Ebill

Existing customers who have an active utility account that is already enrolled in one of the NIPSCO Paperless Billing Services and remains enrolled as of 11:59 p.m. CST. on December 5, 2013 are automatically entered in the Sweepstakes drawing.

- (ii) All Internet access and usage charges are your sole responsibility.
- (iii) The Sponsor 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, or alteration of, any Sweepstakes entries submitted pursuant to this paragraph 4(a). The Sponsor is not responsible for any problems or technical malfunctions of any telephone network or lines, computer on-line systems, servers or providers, computer equipment, software, failure of any e-mail or entry to be received by the Sponsor on account of technical problems or traffic congestions on the Internet or at any website, or any combination thereof, including any injury or damage to your or any other person's computer-related to or resulting from participation or downloading any materials in the Sweepstakes. Any such entries shall be deemed invalid and ineligible for purposes of the Sweepstakes.

(iv) Entries generated by robots or scripts or other automated devices will be deemed to be a direct violation of these Official Rules, and any such entries shall be deemed invalid and ineligible for purposes of the Sweepstakes.

(b) Mail-In Method.

- (i) As an alternative to the online enrollment method of entry described in paragraph 4(a) above, you may enter the Sweepstakes by printing your name, age, complete street/mailing address (including zip code), phone number (including area code) on a 3½" x 5" card and mailing the completed card, with sufficient first-class postage affixed, to NIPSCO, Attn: Paperless Billing Sweepstakes IN-2, PO to be determined, Merrillville, IN 46410-6272. Such mail-in entries for the Sweepstakes must be legible, and submitted in original hand-printed form. A mail-in entry pursuant to this paragraph 4(b) will be deemed valid and eligible for consideration only if such entry is received by the Sponsor prior to the end of the Sweepstakes Period.
- (ii) The Sponsor is not responsible for any lost, late, misdirected, postage due, damaged, mutilated, illegible, indecipherable, incomplete, inaccurate or deceptive Sweepstakes entries, all of which entries shall be deemed invalid and ineligible for purposes of the Sweepstakes.
- 5. <u>How Many Times May You Enter?</u> **Only ONE ENTRY per participant is permitted during the Sweepstakes Period.** In the event that more than one entry is received with respect to any participant, the first entry processed by the Sponsor will be considered the only valid entry.

- 6. What is the Prize? The one prize that is scheduled to be awarded in the Sweepstakes pursuant to the procedure described in paragraph 7 is a cash award in the amount of \$1,500 (the "*Prize*").
- How is the Prize Recipient Determined? During the Sweepstakes Period, eligible Sweepstakes entries received online pursuant to paragraph 4(a) will be combined with the eligible mail-in Sweepstakes entries received by the Sponsor pursuant to paragraph 4(b), in order to create the entry pool for the Sweepstakes (the "Entry Pool"). On December 12, 2013, or on some other date (as determined by the Sponsor in its sole discretion) (the "Prize Drawing Date") following the conclusion of the Sweepstakes Period, one potential recipient of the Prize (the "Prize Recipient") will be selected by means of a random drawing conducted by the Sponsor from among all eligible entries contained in the Entry Pool. All decisions of the Sponsor regarding the Prize drawing and any and all other aspects of the Sweepstakes shall be final, binding and non-appealable. Your odds of receiving the Prize (or any other prize awarded hereunder) will be determined by the total number of eligible Sweepstakes entries. Such odds are equal regardless of the method of entry used to enter the Sweepstakes.
- 8. <u>How is the Prize Recipient Notified?</u> Shortly after the Prize drawing described in paragraph 7, the Sponsor shall endeavor to notify the Prize Recipient, including by certified mail. If the Prize Recipient fails to respond to the Sponsor within seven days after being notified by the Sponsor, or if such notification or the Prize itself is returned as undelivered, then the Prize Recipient is deemed to have forfeited any and all rights to receive the Prize, and the Sponsor may elect to (but shall not be required to) select an alternate Prize Recipient by means of another random drawing pursuant to the procedure described in paragraph 7 from among the remaining eligible Sweepstakes entries.
- 9. <u>How Can I Find Out Who Won the Prize?</u> To obtain the name of the Prize Recipient (available after the Prize Drawing Date), you should send a self-addressed stamped business size envelope, to NIPSCO, Attn: Paperless Billing Sweepstakes IN-2 Results, 801 E. 86th Ave, Merrillville, IN 46410-6272.
- 10. Ownership of Sweepstakes Materials. Your Sweepstakes entry, together with any and all accompanying or other Sweepstakes-related materials submitted by you, shall become the exclusive property of the Sponsor and will neither be acknowledged nor returned.
- 11. Proof of Identity and Affidavit. If you are the Prize Recipient, you may be required to: (a) furnish photographic identification in the form of a government issued document; and (b) furnish a signed affidavit or such other documentation (i) acknowledging your acceptance and compliance with these Official Rules, (ii) confirming your eligibility to participate in the Sweepstakes, and (iii) providing the Sponsor any other reasonably requested information, including, without limitation, your social security number and any other information required for tax reporting purposes, in a form determined by the Sponsor. Failure to furnish such information and signed affidavit within the time period stated in the Sponsor's request may cause disqualification.

- 12. <u>Consent to Use Name and other Information</u>. To the fullest extent consistent with applicable law, the Prize Recipient hereby specifically grants permission to Sponsor to use his/her name, city, state, photograph, likeness (actual or simulated) and/or voice for any and all advertising, marketing, promotional, publicity or other legitimate commercial purposes, including, without limitation, providing his/her name to any person who requests such name pursuant to Section 9 of these Official Rules, without any obligation on the part of Sponsor (a) to pay any additional compensation (of any kind or amount) to such Prize Recipient, or (b) to seek or obtain the approval of such Prize Recipient.
- 13. <u>Agreement to the Official Rules</u>. By participating in the Sweepstakes, you fully and unconditionally agree to accept these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Sweepstakes.
- 14. <u>Governing Law</u>. These Official Rules and any disputes relating thereto are governed by and shall be construed in accordance with the laws of the State of Indiana, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction other than the laws of the State of Indiana. THE SWEEPSTAKES ARE VOID WHEREVER PROHIBITED BY LAW.
- 15. <u>Release</u>. You hereby release the Sponsor, its parent companies, subsidiaries and other affiliates, and their respective directors, officers, managers, members, partners, agents, employees and representatives from any and all claims, costs, injuries, losses or damages of any kind caused by your participation in the Sweepstakes.
- 16. <u>Taxes</u>. All federal, state, and other tax liabilities arising from the Sweepstakes are the sole responsibility of the Prize Recipient. If applicable, a Form 1099 will be sent to the Prize Recipient.
- 17. <u>Disputes</u>. You expressly agree, irrevocably and in perpetuity, that (a) any and all disputes, claims, actions and causes of actions arising out of or in connection with the Sweepstakes, or any prize awarded hereunder, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall be brought and shall take place exclusively in a federal or state court located in the State of Indiana; your agreement to submit to the exclusive jurisdiction and venue of such courts, (b) any and all claims, judgments, damages, and awards shall be limited strictly to actual out-of-pocket costs actually incurred by you and paid to a third party, including costs associated with entering the Sweepstakes, but excluding attorneys' fees, and (c) under no circumstances shall you be permitted to obtain awards for, and you hereby waive any and all rights to claim, punitive, exemplary, special, consequential, incidental, indirect and/or other damages, other than for actual out-of-pocket expenses actually incurred by you and paid to a third party.
- 18. <u>Future Sweepstakes</u>. Customers who enroll in paperless billing services during the Sweepstakes Period and who remain enrolled in paperless billing services will automatically be entered into future paperless billing sweepstakes, if any, offered by the Sponsor prior to year end in accordance with the official rules of such future sweepstakes.