Official Rules

for the

NIPSCO ENERGY STAR STAINLESS STEEL REFRIGERATOR SWEEPSTAKES

NO PURCHASE NECESSARY TO ENTER OR WIN, NOR WILL PURCHASE IMPROVE CHANCES OF WINNING. OPEN ONLY TO LEGAL RESIDENTS OF INDIANA WHO ARE 18 YEARS OF AGE OR OLDER AND WHO ARE RESIDENTIAL ELECTRIC NIPSCO CUSTOMERS. VOID ELSEWHERE AND WHERE PROHIBITED.

1. **Eligibility/Entry:**

A. The NIPSCO Energy Star Stainless Steel Refrigerator Sweepstakes is open only to persons who are at least eighteen (18) years of age at the time of entry and legal residents of the State of Indiana that are residential electric customers of NIPSCO and meet the eligibility requirements of the Sponsor's Appliance Recycling Program who have a qualifying appliance pick up scheduled and completed as described below. Employees of NIPSCO and its affiliates and household members of such emloyees are not eligible to win. Winning the prize is contingent upon fulfilling all requirements set forth herein. Sweepstakes begins at 12:01 a.m. CDT on May 1, 2013, and ends at 11:59 p.m. CDT on July 31, 2013 (the "Sweepstakes Period").

B. In addition to the above requirements, participants must complete the following steps to be eligible for and enter the Sweepstakes:

- Schedule a free pickup of an eligible refrigerator or freezer by calling 1-877-341-2190 or scheduling online through ARCAIncUtility.com , and
- Schedule your eligible pickup during the Sweepstakes Period and have your eligible pickup collected on or before August 20, 2013.

C. Eligible participants will automatically be entered in the Sweepstakes. One entry per residential electric account for which an eligible appliance was timely collected.

2. **Limitations of Liability:** Sponsor and its agents are not responsible for any incorrect, incomplete, indecipherable, or inaccurate information, whether caused by entrant's, printing errors, or by any of the equipment or programming associated with or used in the Sweepstakes. Late entries caused by computer, online, telephone or technical malfunctions, delays or human errors that occur in the processing or scheduling of pickups/entries, or for inaccurate transcription of entry information, or for entries that are misdirected or delayed by computer transmissions or any injury or damage to persons or property, including but not limited to entrants' computers, hardware and/or software, which may be caused directly, or indirectly, in whole or in part, from entrants' participation in the Sweepstakes or receipt, redemption or use of any prize. If, for any reason, the Sweepstakes is not capable of being conducted as planned, including but not limited to infection by computer viruses, bugs, tampering, unauthorized intervention,

fraud, technical failures or other causes beyond the control of Sponsor, then the Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes. Sponsor also reserves the right, in its sole discretion, to disqualify any individual found to be violating these Official Rules or suspected of attempting to disrupt or defraud the entry process or the operation of the Sweepstakes, and Sponsor may prosecute or seek other legal redress against anyone suspected of engaging in these acts. To the extent allowed by law, entrance 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 participation in the Sweepstakes.

3. **Sweepstakes Drawing:** One (1) Prize Winner will be selected in a random drawing from all eligible entries. The random drawing will be conducted on or about August 20, 2013.The drawing will be conducted by NIPSCO. 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. The Prize Winner will be notified by phone or mail on or about August 20, 2013. If the selected Prize Winner cannot be contacted within fourteen (14) days after the first attempt to contact such person, at the Sponsor's sole discretion, the Prize will be deemed forfeited and an alternate winner will be selected from among all remaining eligible entries received. See also Section 5 below.

4. **Prize/Odds: The "Prize" (1): Energy Star Stainless Steel Refrigerator, valued at up to $2,000. Odds of winning depend upon the total number of eligible entries:** The Prize is not transferable or assignable. No substitution or cash redemption allowed except by Sponsor, who may substitute a prize of equal or greater value if advertised prize becomes unavailable.

5. **Prize Award/Acceptance:** Prize Winner will be required to sign and return an Affidavit of Eligibility/Release of Liability and Publicity within fourteen (14) days of notification and provide the Sponsor with reasonably requested information, including, without limitation, social security number and any other information required for tax reporting purposes, in a form determined by the Sponsor. If a such person cannot be contacted within fourteen (14) days after the first attempt to contact him/her, if such person does not sign and return the Affidavit of Eligibility/Release of Liability and Publicity or provide other required information in the required time period, or if the Prize notification is returned as undeliverable, the Prize, at the sole discretion of the Sponsor, may be deemed forfeited and an alternate winner will be selected from among all remaining eligible entries received.

   To the fullest extent consistent with applicable law, the Prize Winner 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 these Official Rules, without any obligation on the part of Sponsor (1) to pay any additional compensation (of any kind or amount) to such Prize Winner, or (2) to seek or obtain the approval of such Prize Winner.

By accepting the Prize, Prize Winner further agrees to release Sponsor and its subsidiaries, affiliates and related companies and each of their respective officers, directors, employees and agents from any and all liability, loss or damage of any kind arising out of or in connection with Prize Winner's participation in this Sweepstakes, or with respect to the awarding, receipt, possession, use and/or misuse of any prize.

6. **Entrant Information:** Information collected from entrants, such as name, address and email address may be used for future promotional marketing. All Sweepstakes entries are the exclusive property of the Sponsor and will neither be acknowledged nor reproduced.

7. **Winner Identified:** For the name of the Sweepstakes Prize Winner, after August 30, 2013, send a self-addressed, stamped envelope (to be received by September 30, 2013) to: "NIPSCO Energy Star Stainless Steel Refrigerator Sweepstakes" Winner, c/o NIPSCO, 801 E. 86th Avenue, Merrillville, IN 46410.

8. **Governing Law:** These Official Rules and the Sweepstakes 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 IS VOID WHERE PROHIBITED BY LAW.

9. **Disputes:** Each entrant expressly agrees, 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; each entrant agrees 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 such individual entrant and paid to a third party, including costs, if any, associated with entering the Sweepstakes, but excluding attorney's fees and (c) under no circumstances shall any entrant be permitted to obtain awards for, and each entrant hereby waives any and all rights to claim, punitive, exemplary, special, consequential, incidental, indirect and/other damages, other than for actual out-of-pocket expenses actually incurred by such individual entrant and paid to a third party.

10. **Agreement to the Official Rules**: By participating in the Sweepstakes, you fully and unconditionally agree to and accept these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Sweepstakes.

11. **Taxes:** All federal, state, and other tax liabilities arising from the Sweepstakes are the sole responsibility of the Prize Winner. If applicable, a Form 1099 will be sent to the Prize Winner. Prize Winner is advised to seek independent tax counsel regarding receipt of the Prize.

12. **Sponsor:** Northern Indiana Public Service Company ("NIPSCO"), whose principal business address is 801 E. 86th Avenue, Merrillville, IN 46410.