

**CONSUMERS ENERGY “AC PEAK CYCLING PROGRAM” SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE, PAYMENT OR ENROLLMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE, PAYMENT OR ENROLLMENT WILL NOT INCREASE YOUR CHANCE OF WINNING. OPEN TO MICHIGAN RESIDENTS WHO ARE CONSUMERS ENERGY RESIDENTIAL ELECTRIC CUSTOMERS AGED 18 YEARS OF AGE OR OVER AT THE TIME OF ENTRY. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1) SWEEPSTAKES ENTRY PERIOD: The Consumers Energy “AC Peak Cycling Program” Sweepstakes (the “Sweepstakes”) begins on April 1, 2019 at 12:00:01 AM Eastern Time (“ET”) and ends on May 31, 2019 at 11:59:59 PM ET (the “Sweepstakes Period”). The Sponsor’s computer, or that of its designee, runs the official clock for the Sweepstakes and will solely determine the time by which an entry is received.

2) ELIGIBILITY: The Sweepstakes is open to Michigan residents who are Consumers Energy residential electric customers aged eighteen (18) years of age or over at the time of entry. All accounts must be in good standing. Employees of Consumers Energy, Honeywell Smart Grid Solutions, any of their affiliates, advertising and promotion agencies including Marden-Kane, Inc. and each of their respective agents, representatives, officers, directors, shareholders, and employees (collectively “Released Entities”) and the immediate family members of such employees are not eligible to enter. Each Entrant by participating in the Sweepstakes agrees to be bound by these Official Rules and that of the Sponsor’s decisions. Void where prohibited or restricted by law. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

3) HOW TO ENTER: There are two ways to enter:

- **Automatic Entry:**
 - Enroll in the Peak Power Savers AC Peak Cycling Program no later than May 31, 2019 at 11:59:59 PM ET. Full requirements are available at peakpowersavers.com/ac or by calling 877-789-9883.
- **Alternative Entry:**
 - Eligible Consumers Energy residential electric customers who do not wish to enroll in the Peak Power Savers AC Peak Cycling Program can enter by mailing a letter, postage pre-paid with their name, mailing address and service address to: Consumers Energy Giveaway, c/o MK, PO Box 488, Syosset, New York 11791-0488. Mail-in entries must be post-marked by 11:59 pm ET on May 31, 2019, and received by June 10, 2019. Incomplete, unreadable or unintelligible entries, in the sole discretion of the Sponsor, will be disqualified. Sponsor will not verify receipt of entries.

Entries are limited to one entry per eligible Consumers Energy customer account, regardless of the means of entry.

Sponsor will confirm eligibility (as outlined in Section 2) of all potential Winners before awarding a prize.

4) RANDOM DRAWING: A random drawing to select twenty five (25) prize winners will be conducted on or about June 13, 2019 from among all eligible entries received. Drawing will be conducted by Administrator, who is an independent judging organization whose decisions are final and binding in all matters relating to the Sweepstakes. The odds of winning a Prize depend on the total number of eligible entries received.

5) PRIZES:

- Grand Prize: One (1) winner will receive a \$500 VISA® Gift Card.
- Second Prize: One (1) winner will receive a \$300 VISA® Gift Card.
- Third Prize: One (1) winner will receive a \$200 VISA® Gift Card.
- Fourth Prizes: Twenty Two (22) winners will each receive a \$50 VISA® Gift Card.

Total Value of All Prizes: \$2,100usd.

Winners will be required to pick up their prizes at a Consumers Energy location to be provided with notification of the prize. Prizes will not be shipped or otherwise delivered. All applicable taxes apply. PRIZES ARE AWARDED "AS IS" WITH NO WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, MADE BY SPONSOR OR FOR WHICH SPONSOR SHALL BE LIABLE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

6) WINNER NOTIFICATION: Potential Winners will be notified on or about June 17, 2019 via email and will be required to complete, sign (notarization may be required) and return an Affidavit of Eligibility/Liability and Publicity Release (collectively the "Affidavit"). Complete documents must be returned within the time indicated in the email notification or the prize will be forfeited. If the potential Winner cannot be contacted after a reasonable attempt has been made by the Administrator, fails to timely return the required paperwork without altercation and in the form presented by Administrator; refuses the prize; and/or the prize or prize notification is rejected or returned as undeliverable, such potential winner forfeits all rights to be deemed a winner in the Sweepstakes and receive the prize. Prizes must be accepted as awarded. Except where prohibited by law, the winner's entry and acceptance of the prize constitutes permission for the Sponsor to use said winner's name, photograph, likeness, statements, and biographical information without further compensation.

7) GENERAL/CONDUCT: This Sweepstakes is subject to the laws of the United States. Except as determined by the Sponsor in its sole discretion, no substitution of the prize shall be offered and no transfer of the prize to a third party is permitted. All federal, state, and other tax liabilities arising from the prize are the sole responsibility of the prize winner. No more than the listed number of prizes will be awarded.

By entering into this Sweepstakes and/or receiving a prize, Entrants/winner agree to be bound by these Official Rules and the decisions of the Administrator and the Sponsor, which shall be final and binding in all respects and waive any right to claim ambiguity in the Sweepstakes or these Official Rules. These Official Rules are accessible at <https://peakpowersavers.com/ac> throughout the Sweepstakes Period. Failure to comply with these Official Rules may result in disqualification. The Sponsor reserves the right, at its sole discretion, to disqualify any individual: (a) suspected of tampering with the entry process or the operation of the Sweepstakes; (b) to be acting in any manner deemed by the Sponsor to be in violation of the Official Rules; (c) to be acting in any manner deemed by the Sponsor to constitute unsportsmanlike or disruptive behavior, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

8) LIMITATIONS OF LIABILITY: The Released Entities assume no responsibility or liability for (a) any incorrect or inaccurate Entry information, or for any lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Sweepstakes; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of the Internet or any combination thereof; or (e) any injury or damage to the participant's or to any other person's computer which may be related to or resulting from any attempt to participate in the Sweepstakes or download any materials from the Sweepstakes. If, for any reason, the Sweepstakes is not able to run through completion for reasons which may include, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, then the Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, without further liability to the Entrants or third parties. In the event the Sweepstakes is cancelled, Sponsor reserves the right to award the prize from among all eligible non-suspect entries received prior to the time of the action or event warranting such cancellation. With regard to this Sweepstakes, the Sponsor and/or Administrator will only contact the Entrant deemed a potential Winner for purposes of clearance and awarding of any prize. The Official Rules prevail should there be any conflict or uncertainty relating to the promotion based on information or advice provided by any of the Released Entities.

IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ACCESS TO AND/OR USE OF ANY SITES ASSOCIATED WITH THE SWEEPSTAKES AND/OR THE SWEEPSTAKES ITSELF AND/OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY SITES ASSOCIATED WITH THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

9) WINNER RELEASES: All Entrants, as a condition of entry into the Sweepstakes, agree to release Released Entities from and against any and all liability, loss, claims, demands or actions of any kind whatsoever for injuries, damages, costs, or losses to persons or property which may be sustained in connection with participating in any aspect of the Sweepstakes, any typographical or other error in these Official Rules or the announcement of the offering of the prize; or any claims based on publicity rights, defamation, or invasion of privacy.

Entrants agree to be bound by these rules and consent to the use of their names, social media handle, address, voices, photographs, any statements made by Entrants, actual or simulated likenesses, and/or biographical information for public relations, advertising and promotional purposes in perpetuity, throughout the universe, by Sponsor and its designees in any and all media, whether now known or hereafter devised, without notice or further compensation, unless prohibited by law.

10) PRIVACY: By entering the Sweepstakes, you grant the Released Entities permission to use your personal information in accordance with Sponsor's privacy policy, located at <https://www.consumersenergy.com/privacy>. By participating in the Sweepstakes, Entrants hereby acknowledge that they have read and accepted Sponsor's privacy policy.

11) JURISDICTION: The Sweepstakes is governed by the laws of the United States. All applicable federal, state and local laws and regulations apply. The construction, validity and interpretation of the Sweepstakes shall be governed by the laws of Michigan, without giving effect to any choice of law or conflict of law rules. All disputes, claims and causes of action arising out of or related to the Promotion shall be resolved in the appropriate jurisdiction as determined by the State of Michigan.

12) WINNER LIST: To receive a copy of the Winners List, available after July 1, 2019, send an email with subject line: "CONSUMERS ENERGY" Sweepstakes to winnerslist@mardenkane.com. All such requests must be received by July 31, 2019.

13) SPONSOR/ADMINISTRATOR: Sponsor: Consumers Energy, PO Box 1387, Jackson, MI 49204.
Administrators: Honeywell International, 1985 Douglas Drive North, Golden Valley, MN 55442.
Marden-Kane, Inc., 575 Underhill Blvd, Suite 222, Syosset, NY 11791.

VISA® is not a Sponsor or participant in this Sweepstakes.

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