

NRG Homegate Contest - Eagles (2020) Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS APPLY. Approximate retail value (“ARV”) of the prizes available in this contest is \$1,000 per prize, with 5 prizes available (\$5,000.00 total ARV). Entering the contest online constitutes consent to future marketing.

The NRG Homegate Contest – Eagles (2020) (the “Contest”) is open to: (i) residents of Pennsylvania, New Jersey, and Delaware who are also (ii) at least 18 years of age at the time of entry; and (iii) who are also U.S. citizens or lawful permanent U.S. residents. Residents of any other jurisdiction are not eligible to enter. See additional eligibility requirements below in the Section entitled “Eligibility.”

Please note: Acceptance of Prize constitutes permission for the Contest Entities and Philadelphia Eagles, LLC (“Eagles”) to use the winner’s name, photograph or likeness for purposes of advertising and promotion of the Contest or otherwise without further compensation.

By entering, you agree to these Official Rules.

1. THE CONTEST:

These official rules (the “Official Rules”) shall govern the Contest. The Contest begins at 9:00 AM Eastern Time on September 15, 2020 and ends on November 30, 2020 at 11:59 PM Eastern Time (the “Contest Period”). The Contest is sponsored by NRG Home (“Sponsor”), located at 3711 Market Street, 10th Floor, Philadelphia, Pennsylvania. NRG Home is a trade name of Reliant Energy Northeast LLC and a wholly owned subsidiary of NRG Energy, Inc. Sponsor and its subsidiaries, parent companies, affiliates and advertising/promotional agencies involved with this promotion are collectively referred to as the “Contest Entities”.

2. TO ENTER:

By entering the Contest, the entrant agrees to be bound by the terms of these Official Rules. The Contest Entities are not responsible for late, incomplete, void, corrupted, misdirected, or otherwise erroneous entries (including reproduced or photocopied entries) or for any problems, malfunctions or technical difficulties that arise in the entry process. Any incomplete or incorrect entries will be void. Proof of submission will not be deemed to be proof of receipt by the Contest Entities. Once submitted, all entries shall be the property of the Sponsor and will not be returned. All entries submitted in compliance with these Official Rules and not disqualified are considered “eligible entries.” Only one (1) entry per person is permitted during the Contest Period; all duplicate and/or additional entries will be deemed void and discarded. You may enter in one of the following ways:

A. Website Entry

Complete an online based entry form, available at eagles.nrg.com, during one of the five contest sub-periods designated below (the “Contest Sub-Period(s)”). Only one (1) entry per entry method below, per Contest Period, is allowed and duplicate entries will be considered void and discarded. Non-winning entries will be allowed to roll over for consideration in subsequent Contest Sub-Periods.

Contest Period and Prize Chart

Contest Sub-Periods	Contest Sub-Period Start Time	Contest Sub-Period End Time	Contest Judging Date	Prize	ARV
1	9/15/2020 at 9:00 am EST	9/30/2020 at 11:59 pm EST	10/01/2020	Prize Pack: may include at-home catering, Eagles memorabilia, signed memorabilia, and/or other Eagles-related merchandise, at Sponsor’s discretion and subject to availability	\$1,000 per prize pack
2	9/15/2020 at 9:00 am EST	10/14/2020 at 11:59pm EST	10/15/2020	Prize Pack: may include at-home catering, Eagles memorabilia, signed memorabilia, and/or other Eagles-related	\$1,000 per prize pack

				merchandise, at Sponsor's discretion and subject to availability	
3	9/15/2020 at 9:00 am EST	11/04/2020 at 11:59pm EST	11/05/2020	Prize Pack: may include at-home catering, Eagles memorabilia, signed memorabilia, and/or other Eagles-related merchandise, at Sponsor's discretion and subject to availability	\$1,000 per prize pack
4	9/15/2020 at 9:00 am EST	11/18/2020 at 11:59pm EST	11/19/2020	Prize Pack: may include at-home catering, Eagles memorabilia, signed memorabilia, and/or other Eagles related merchandise, at Sponsor's discretion and subject to availability	\$1,000 per prize pack
5	9/15/2020 at 9:00 am EST	11/30/2020 at 11:59pm EST	12/3/2020	Prize Pack: may include at-home catering, Eagles memorabilia, signed memorabilia, and/or Eagles related merchandise, at Sponsor's discretion and subject to availability	\$1,000 per prize pack

Entry will require you to provide your first name, last name, email address, cell phone number, confirmation that you are age 18 or older, and customer status, and to upload a picture of your entry, as outlined in section 3 below "Judging", with all elements visible in the picture, subject to the restrictions outlined herein.

By entering, you agree that your personal information will be included in NRG Home's marketing database for future promotions. Your phone number will not be used for telemarketing purposes, but may be used to confirm winner status, to arrange prize delivery, or similar reasons. If you do not wish to provide your personal information for marketing purposes, please see below for an alternate method of entry. Entries using the alternate method will be weighted the same as entries submitting using this form.

B. Mail-in Entry

To enter the Contest without using the website, an eligible entrant may submit a mail-in entry card in a sealed envelope. Entrants must print their full name, state of residence, telephone number, email address, and confirm that they are eighteen (18) years of age or older on a 3x5 index card and mail it, along with an eligible photograph as described herein, in a sealed envelope to NRG Home, Attn: NRG Homegate Contest – Eagles (2020), 3711 Market Street 10th Floor, Philadelphia PA 19104. Mail in card entries must be filled out legibly and completely for the Contest described above. No mechanically reproduced entries will be accepted. **Each envelope will constitute one (1) entry. All mail-in entries must be postmarked by November 30, 2020.**

Photo restrictions: Any entry which Sponsor, in its sole discretion, deems to be inappropriate for publication will not be considered or displayed, and the corresponding entry will be deemed “void”. To be considered a valid entry, each Contest entry must: (i) have been taken by entrant and only include themselves, friends and/or family members in which he/she has secured permission to submit photo, and any minors in the photograph must be entrant’s child or legal ward; (ii) not be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity; (iii) not promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (iv) not be obscene or offensive, endorse any form of hate or hate group and not promote any particular political agenda or message; (v) not defame, misrepresent or contain disparaging remarks about Sponsor or its products and services, or other people, products or companies; (vi) not prominently feature or display the trademarks, logos, packaging or trade dress of others, (to the exception of purchased or owned Eagles merchandise) which may imply endorsement of Sponsor’s products or services or advertise or promote any brand or product of any kind, without permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses; (vii) not contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media); (viii) not contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead; (ix) not communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and (x) not depict, and cannot itself be in, violation of any law. By submitting an entry, entrant warrants and represents that he/she and any persons appearing or who are identifiable in the photograph consent to

the submission and use of the entry in the Contest and to its use as otherwise set forth herein.

By uploading or mailing a photo you warrant and represent that the photo: (a) is your original work, (b) has not been previously published, (c) has not won previous awards, (d) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (e) that you have obtained permission from a person whose name or likeness is used in the photo; and (f) that publication of the photo via various media including Web posting, will not infringe on the rights of any third party rights. Any such entrant will indemnify and hold harmless Contest Entities and Eagles from any claims to the contrary. Any entrant whose work includes likenesses of third parties or contains elements not owned by the entrant (such as, but not limited to, depictions of persons, buildings, trademarks or logos) must be able to provide legal releases for such use including Sponsor's use of such entry, in a form satisfactory to Sponsor, upon request, prior to award of Prize.

3. JUDGING

After the end of each Contest Sub-Period, Sponsor will judge the eligible entries according to the following criteria:

Sponsor will judge all photos on a scale from 1 to 5 in the following categories and total each to determine the entry with the most points: first impression; creativity; originality; use of props. Bonus points can be earned for incorporating anything related to NRG (+2) or the Philadelphia Eagles (+2). Total points can therefore equal 24 for a photo entry.

In the event of a total point tie, coin flips will determine the winner.

One potential winner for each Contest Sub-Period with the most points will be notified by email at the address used to submit the entry. Winner will be required to respond (as directed) to this notification message within twenty-four (24) hours of attempted notification. An alternate winner(s) may be selected by the Sponsor from among remaining eligible entries if the selected winner(s): (i) fails to respond timely to the notification or cannot be reached; (ii) fails to execute the release required by these Official Rules; (iii) does not comply with any other rule or condition of the Contest; or (iv) cannot accept or receive the prize for any reason. The decisions of the Sponsor and its agents, including the selection of the winners, are final and binding on all matters

relating to this Contest. If sufficient entries are not received to run the Contest, Sponsor reserves the right not to award any prizes so affected.

Odds of winning depend on the total number of eligible entries received during each Contest Sub-Period and adherence to judging criteria in the sole opinion of Sponsor and its judges. Entries rolled-over from earlier contest periods will have more chances to win.

4. PRIZES:

Winners will receive a prize pack, consisting of Eagles related merchandise (ARV: \$1,000) (hereinafter the "Prize(s)").

Prizes may not be substituted or transferred by the winner. Exact Prize details will be determined in the sole discretion of the Sponsor. Sponsor reserves the right, at its sole discretion, to substitute a prize of equal or greater value. All additional expenses incurred by the winner in accepting and exercising the Prize (including, without limitation, any special or extraordinary delivery expenses or taxes) will NOT be provided by the Sponsor. Prize and value are subject to change and merchandise availability, and may be substituted in the event of unavailability, product discontinuation or other reason in the sole discretion of Sponsor.

Each winner will be required to complete a sworn statement (a declaration or affidavit) of eligibility and a liability release prior to receiving any Prize. The sworn statement and instructions for returning the sworn statement will be provided by Sponsor when the winner is notified. The winner must return the completed statement to the Sponsor as directed in the notification within forty-eight (48) hours of notification of their winner status. Failure to return the statement will result in forfeiture of the Prize by winner.

The winner will be responsible for all federal, state and local taxes and surcharges related to winning a Prize; Form 1099 documentation will be issued as required by law.

5. ELIGIBILITY:

The Contest is open to: (i) residents of Pennsylvania, New Jersey, or Delaware who are also (ii) at least 18 years of age at the time of entry; and (iii) who are also U.S. citizens or lawful permanent U.S. residents.

Employees, officers, directors, agents and representatives of Contest Entities and Eagles, including the immediate families and household members (whether related or not) of such employees, are not eligible to enter or win.

6. LICENSE/USE OF ENTRIES

By entering, and to the extent allowed by law, entrants warrant and represent that Sponsor, Eagles and their designees shall have a perpetual, worldwide, royalty-free, nonexclusive, sub licensable, unlimited, unconditional and transferable license to edit, adapt, modify, publish, exploit and use their entry and/or photographs in any way and in any and all media now known (including, but not limited to, online, in social media) or other media hereinafter discovered or devised, world-wide for trade, advertising, promotional, public relations and/or other purposes as Sponsor, Eagles and/or their designees may determine in their sole discretion, without further permission from, or notification or consideration to, entrants or any third parties. Entrants further agree to abide by these Official Rules and the decisions of the Sponsor, which shall be final and binding. Entrant's submission of an entry constitutes his/her representation of eligibility, consent to participate in the Contest and consent for Sponsor to obtain, use, and transfer his/her name, email address, address and other information for the purpose of Contest and for advertising and promoting the Contest, without further compensation.

7. RELEASE

By entering, entrant agrees to release, defend, hold harmless and indemnify the Contest Entities, the Eagles and their respective parents, subsidiaries, affiliates, contractors, directors, officers, governors, employees and agents against any and all liability, damages or causes of action in contract, warranty, or tort, with respect to or arising out of any injuries, losses, or damages of any kind caused by the acceptance, possession, use or misuse of a Prize awarded in the Contest, including but not limited to any claims arising out of or relating to your violation of these Contest Rules or your misuse of any means of entry, your participation in any Contest related activity or participation in this Contest. **(Note for NJ residents: The foregoing sentence applies**

to torts where the level of culpability is negligence; all other conditions apply).

The Contest Entities and Eagles shall not be liable to 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, pandemic (including without limitation COVID-19), epidemic, full or partial governmental shutdown order, 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 the sole control of any of the Contest Entities or Eagles.

Contest Entities reserve the right to cancel the Contest in whole or in part due to adverse impact of the coronavirus pandemic, and to decline to award prizes in the event that professional football games are suspended or cancelled.

Contest Entities are not responsible for any printing or typographical errors in these Official Rules or any other materials associated with the Contest. Winners enter at their own risk and Contest Entities are not responsible for and shall not be liable for any condition caused by events beyond their control that may cause the Contest to be disrupted.

Acceptance of Prize constitutes permission for the Contest Entities and Eagles to use the winner's name, photograph or likeness for purposes of advertising and promotion of the Contest or otherwise without further compensation.

8. GENERAL:

Sponsor reserves the right, in its sole discretion, to amend, change, cancel or suspend the Contest (or any portion of the Contest) at any time and for any reason and randomly award the Prizes from among website and/or mailed eligible entries received at the time of such action, should a virus, bugs, malicious tampering or other causes beyond the control of Sponsor corrupt the administration of proper execution of the Contest (as determined in the Sponsor's sole discretion).

Sponsor reserves the right, in its sole discretion, to disqualify any entrant found or suspected to be: 1) tampering with the entry process or the operation of the Contest, or 2) acting in violation of these Official Rules; or 3) submitting entries of homegates created by someone else than the entrant. Any attempt by an entrant to undermine the legitimate operation of the Contest may be in violation of criminal and civil laws, and the Sponsor reserves the right to seek damages from any such entrant to the fullest extent permitted by law.

Sponsor reserves the right to amend or change the Official Rules at any time, in its sole discretion. Amendments will be posted on the Sponsor's website. By entering the Contest, the entrant consents to be bound by any and all amendments that may be made.

9. WINNER LIST:

To obtain the names of the winners, send a self-addressed stamped envelope to NRG Home, Marketing Department, Eagles Homegate Contest (2020), P.O. Box 38781, Philadelphia, PA 19104. Requests for the winner list must be received by April 1, 2021.

10. DATA COLLECTION:

Sponsor will be collecting personal data about participants when they enter the Contest. Please review Sponsor's privacy policy statement at www.nrghomepower.com/privacy-policy. By participating in the Contest, winners hereby agree to all of the terms and conditions of the privacy statement of the Sponsor.

11. LIMITATION OF LIABILITY:

In no event will the Contest Entities, the Eagles and their respective affiliates or their licensors, service providers, employees, agents, officers or directors be liable for damages or injuries in contract, warranty, or tort, arising out of or in connection with your use, or inability to use, the methods of entry outlined herein, any websites linked to it, any content on the website or such other websites or any services or items obtained through the website or such other websites or your participation in this Contest. This disclaimer includes any direct, indirect, special, incidental or consequential or punitive damages, including but not limited to, loss of revenue, loss of profits, loss of business or

anticipated savings, loss of use, loss of goodwill or loss of data, whether caused by tort, breach of contract or otherwise, even if foreseeable. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THESE WEBSITES IS 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.

NJ residents: In no event will the Contest Entities, the Eagles and their respective affiliates or their licensors, service providers, employees, agents, officers or directors be liable for damages or injuries in contract, warranty, or tort (where the level of culpability is negligence), arising out of or in connection with your use, or inability to use, the methods of entry outlined herein, any websites linked to it, any content on the website or such other websites or any services or items obtained through the website or such other websites or your participation in this Contest. This disclaimer includes any direct, indirect, special, incidental or consequential or punitive damages, including but not limited to, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill or loss of data, whether caused by tort (where the level of culpability is negligence), breach of contract or otherwise, even if foreseeable. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THESE WEBSITES IS 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.

Winner(s) are responsible for any tax consequences of accepting a Prize.

12. CHOICE OF LAW

All issues, disputes and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of contestants and Contest Entities in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of the Commonwealth of Pennsylvania, without regard to Pennsylvania choice of law rules. All proceedings shall take place in Philadelphia County, Pennsylvania.

NRG Home is a trade name of Reliant Energy Northeast LLC and a wholly owned subsidiary of NRG Energy, Inc. NRG is a registered service mark of NRG Energy, Inc. NRG Home, the plus signs and plus clusters are service marks of NRG Energy, Inc.