

**OFFICIAL RULES OF PG&E
SmartAC™ 2008 SWEEPSTAKES**

- 1. NO PURCHASE OR ENROLLMENT AS A SmartAC™ PARTICIPANT IS NECESSARY TO ENTER OR CLAIM PRIZE. A PURCHASE OR ENROLLMENT AS A SmartAC PARTICIPANT WILL NOT INCREASE YOUR CHANCES OF WINNING.**

- 2. TO ENTER:**
 - A. SmartAC Enrollment.** Every eligible individual who enrolls as a SmartAC participant in 2007 or 2008 and who is actively enrolled on November 14, 2008 will be automatically entered once in the Sweepstakes. All enrollments as a SmartAC participant must be received no later than 11:59 a.m. PST on November 14, 2008 to be automatically entered in the Sweepstakes.

 - B. No Purchase or SmartAC Enrollment Necessary.** To enter the Sweepstakes without enrolling in the SmartAC program, send a 3x5 index card with your printed name, address, telephone number, email address, and your PG&E® electric service account number in a postage prepaid envelope addressed to “PG&E SmartAC 2008 Sweepstakes Entry,” PO Box 5332, Culver City, CA 90231-5332. One no-purchase entry permitted for each customer address. All no-purchase entries must be received by 11:59 a.m. PDT on November 21, 2008. All other rules apply to a no-purchase or SmartAC enrollment necessary entry.

Once submitted, all entries become the exclusive property of Pacific Gas and Electric Company (“Sponsor”) and will not be acknowledged nor will they be returned. Limit one (1) entry per address, immediate family, and household by any combination of the entry methods listed in these Official Rules.

- 3. PRIZE DETAILS.** Prize consists of one (1) Grand Prize: 2008 or 2009 Prius, approximate retail value (“ARV”) of \$29,000. Total ARV for prizes: \$29,000. Winner is responsible for any and all installation, delivery, assembly, and any other applicable fees, including all license and registration fees, if any, and all federal, state and local taxes, if any, and any other unspecified expenses associated with acceptance or use of the prize in excess of the ARV. **PRIZES ARE PROVIDED “AS IS” AND WITHOUT ANY WARRANTY OF ANY KIND.** Prizes are non-transferable. Sponsor reserves the right to substitute prize of equal or greater value if advertised prize becomes unavailable. Limit one (1) prize per address, household, and immediate family.

- 4. DRAWING AND AWARDING OF PRIZE.** On or about December 1, 2008, Sponsor or Sponsor’s third-party agent, will select the winner in a random drawing from among all eligible entries received by Sponsor. The Sponsor’s decision will be final in all matters relating to this Sweepstakes. The potential winner will be notified by phone and/or email on or about December 15, 2008. The potential winner is subject to

verification of eligibility by PG&E and will be required to sign an affidavit of eligibility which affirms that he/she has complied with these rules; as well as a liability and a publicity release, each of which, must be completed, signed and returned by email, facsimile, or overnight delivery prior to issuance, or the prize will be forfeited and awarded to an alternate winner from all eligible entries. If any winner is considered a minor in his/her jurisdiction of residence, the foregoing documents must be signed by his/her parent or legal guardian and such prize will be delivered to minor's parent/legal guardian and awarded in the name of minor's parent/legal guardian. If any prize, prize notification or attempted notification is returned or undeliverable, the prize will be forfeited and may be awarded to an alternate winner. Except where prohibited, acceptance of a prize constitutes the winner's consent to the use of his/her name and/or photograph without further compensation for advertising, promotions and publicity purposes by Sponsor. By accepting a prize, winners acknowledge compliance with these Official Rules.

5. **ODDS OF WINNING.** Odds of winning depend on the number of entries received.
6. **ELIGIBILITY.** Sweepstakes open to individuals who are customers of Sponsor and qualify or would qualify for the SmartAC program (customers with central AC or heat pump under 200 KW) from 11:59 a.m. Pacific Daylight Time ("PDT") on January 1, 2007 through 11:59 a.m. (PDT) on November 14, 2008, who legally reside, and have PG&E electric service, in California, and who are 18 years of age or older at the time of entry. Employees, agents, directors, officers and staff augmentation personnel (and their immediate families and household members) of PG&E, and any third-party administrator of this sweepstakes, if any, and each of their parent companies, subsidiaries, affiliates, and distributors, are not eligible to win. Void where prohibited or otherwise restricted by law.
7. **USE OF DATA.** Sponsor will be collecting personal data about SmartAC participants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at <http://www.pge.com/disclosure/privacy/>. By participating in the Sweepstakes, all entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.
8. **TAXES.** Any valuation of the prize stated above is based on available information provided to the Sponsor, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Winners are solely responsible for reporting and paying any and all applicable taxes. Winners must provide the Sponsor with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600 in prizes from Sponsor will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.
9. **OTHER CONDITIONS.** All federal, state and local laws and regulations apply. Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this Sweepstakes or any portion hereof, or to disqualify any individual implicated in any of the following actions, if for any reason: (a) infection by computer virus, bugs,

tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes which, in Sponsor's sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, (b) the Sweepstakes or any website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper processing of SmartAC enrollment per these Official Rules, or (c) the Sweepstakes is otherwise not capable of running as planned by Sponsor. All entrants release Sponsor and all related parties from all claims/liability arising from this Sweepstakes or acceptance/use of any prize. By entering, participants agree to release and hold harmless Sponsor and each of its parent, subsidiaries, affiliates, divisions, advertising and promotional agencies, wholesalers, employees, agents, independent contractors and each of the foregoing entities' employees, officers, directors, shareholders and agents (collectively the "Released Parties"), from and against any and all claims, actions and/or liability for any injuries or death, loss or damage of any kind arising from or in connection with participation in and/or entry into the Sweepstakes or acceptance or use of any prize or participation in any Sweepstakes-related activity and for any claims based on publicity rights, defamation, invasion of privacy and merchandise delivery. The Released Parties are not responsible or liable for any incorrect or inaccurate entry information, and assume no responsibility for: (a) any error, omission, interruption, defect or delay in operation or transmission at any website, (b) failure of any entry to be received by Sponsor due to mail delivery, technical problems, human error or traffic congestion on the Internet or of any website, (c) communication lines, hardware and/or activate failures, or (d) damage to any computer (software or hardware) resulting from participation in the Sweepstakes.

10. **DISPUTES.** Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Northern District of California or the appropriate California State court located in San Francisco, California, (b) all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes but in no event attorneys' fees, and (c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.
11. **NAME OF WINNERS.** For the names of winners and prizes won, send a self addressed stamped envelope no later than January 31, 2009 to "PG&E SmartAC 2008 Sweepstakes Prize Winner," PO Box 5442 Culver City, CA 90231-5442. The names of the winners

will be posted on the PG&E website at www.pge.com/smartac/winners on or about January 2, 2009.

12. ENTRY INFORMATION AND COMPLETE OFFICIAL RULES. For SmartAC participant enrollment and entry information and complete Official Rules, by which all entrants are bound, go to www.pge.com/smartac/.

13. HOW TO OPT OUT OF FUTURE SWEEPSTAKES MAILINGS. IF YOU DO NOT WISH TO RECEIVE NOTICE OF FUTURE SWEEPSTAKES, PLEASE MAIL YOUR REQUEST TO BE REMOVED FROM OUR MAILING LIST AND ADDRESS IT TO “SWEEPSTAKES LIST REMOVAL,” Attn: SmartAC, Mail Code N3Z PO Box 770000, San Francisco, CA 94177-0001.

14. SPONSOR. Pacific Gas and Electric Company, PO Box 770000, San Francisco, CA 94177-0001.

PG&E® is the registered trademark of PG&E Corporation® and SmartAC™ is the trademark of Pacific Gas and Electric Company.

Copyright © 2008 Pacific Gas and Electric Company. All Rights Reserved.