



The PG&E Advanced Power Strip Limited-Time-Offer
Sponsor: Pacific Gas and Electric Company (PG&E)

TERMS AND CONDITIONS
MUST BE 18 YEARS OF AGE OR OLDER TO PURCHASE.

This offer is void outside of PG&E's territory and where otherwise taxed, prohibited or restricted by law.

Promotion. The Pacific Gas and Electric Company ("PG&E") Sale and Purchase Promotion ("Promotion") of the Advanced Power Strip ("Item") begins on June 15, 2017 at 12:00:00 a.m. Pacific Daylight Time ("PDT") and ends on December 31, 2017 at 11:59:59 p.m. Pacific Daylight Time (PDT), or when 1,000 units of the Item have been sold, whichever occurs first ("Promotion Period").

Eligibility: Participants must be at least 18 years old and must be either a current PG&E residential electric or gas service customer ("Customer") or a member of a Customer's household at the time of purchase. "Customer" is defined as a natural person who lives in PG&E residential electric or gas territory. In order to participate in this Promotion, the participating Customer must have access to the internet and a current e-mail address associated with the residential account that was assigned by an Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses or the domain e-mail address. Participants in this Promotion will receive and respond to e-mail or other electronic surveys regarding their satisfaction with the Item. By purchasing the Item, the Participant warrants that they meet the eligibility requirements and agrees to these Terms and Conditions.

To Purchase: PG&E will notify selected Customers by e-mail of their opportunity to participate in the Promotion. Customer may forward the e-mail notification to friends and family: recipients of the notification may participate in the Promotion if they meet the foregoing eligibility criteria. The notification will contain a link to the order fulfillment Website maintained by TechniArt, Inc. ("Fulfillment Contractor.") To purchase an Item, the Participant must complete a Checkout Form on the Website, which requires the Customer's name, residential service account address, e-mail address, and valid form of payment. All Checkout Form fields must be complete to purchase the Item. Upon the submission of the Checkout Form, Participant will pay the Item Price to the Fulfillment Contractor. By completing and submitting the Checkout Form, Participant agrees to respond to surveys regarding Participant's usage of, and satisfaction with, the Item. Limit one (1) Item per PG&E residential electric or gas account. Orders will only be shipped to the address of a current PG&E residential electric service customer.

PROMOTIONAL PACKAGE: This offer is available for purchase during the Promotional Period. Limit one (1) Item per residential electric or gas account, as identified by the e-mail address and shipping address of the Customer.
The Item includes:

- One (1) Tier 2 Advanced Power Strip

Total Actual Retail Value (ARV) of Item: \$79.95
Total Item Price (total price to be paid by Customer): \$10.00

All Item details are at PG&E's sole discretion. PG&E reserves the right to substitute an Item (or portion thereof) of comparable or greater value, at its sole discretion. No Participant-requested substitutions will be allowed. Refunds or replacements will only be given for damaged or non-functioning Items and such refunds or replacements will be provided by the Fulfillment Vendor. PG&E will pay for all shipping costs for the Item. All other costs and expenses associated with the Item not included in the description above are the sole responsibility of the Participant (including, but not limited to federal, state, and local taxes).

Item Fulfillment: Fulfillment Contractor is responsible for collecting payment and shipping the Item to Participants during the Promotion Period. Payment for the Item will be collected at the time Participant completes and submits the Checkout Form. If Participant does not complete the Checkout Form in its entirety, Participant will no longer be eligible to purchase the Item. All orders will be processed and shipped within twenty (20) **business days** after Fulfillment Contractor receives Participant's completed Checkout Form and payment.

General: By participating in this Promotion, Participant warrants and represents they have complied in full with these Terms & Conditions. PG&E and the Fulfillment Contractor are not responsible for: (i) any error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, mechanical, typographical, printing, computer, hardware or software malfunctions or errors of any kind, or inaccurate transmission of or failure to receive entry or payment information; (ii) hardware or software errors; faulty computer, telephone, cable, satellite, network, cellular towers, electronic, wireless service provider, or Internet connectivity or other online communication problems; errors or limitations of any Internet Service Providers (ISPs), servers, hosts or providers; garbled, jumbled, scrambled, delayed, or faulty data transmissions; failure of any e-mail or wireless transmissions to be sent or received; lost, late, delayed or intercepted e-mail or wireless transmissions; inaccessibility of the Website in whole or in part for any reason; traffic congestion on the Internet or the Website; unauthorized human or non-human intervention of the operation of the Promotion, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Promotion or Item; miscount, misdirection, inaccessibility or unavailability of an e-mail account used in connection with the Item or Promotion; or (iii) any injury or damage to Participants or Customers or any other person's computer, related to or resulting from entering or otherwise participating in the Promotion or downloading materials from or use of the Website; or (iv) any other errors in connection with the Promotion, including, without limitation, errors or problems in connection with the administration of the Item or the Promotion, the processing of entries or stories, or typographical, printing or other errors in these Terms and Conditions or in any Promotion-related materials. PG&E reserves the right, at its sole discretion, to cancel or terminate the Promotion at any time for any reason whatsoever. If prior to such termination or cancellation, Participant has purchased the Item, PG&E in its sole discretion, will either refund payment or ship the Item to Participant.

ALL ITEMS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PARTICIPANT ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY MANUFACTURER(S) FOR ITEMS AND PRIZES ARE NOT TO BE CONSIDERED WARRANTIES OF PACIFIC GAS AND ELECTRIC COMPANY AND PACIFIC GAS AND ELECTRIC COMPANY MAKES NO REPRESENTATIONS, GUARANTEES OR

WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES.

Participant agrees to release, defend, indemnify and hold harmless PG&E and the Fulfillment Contractor from and against any and all claims, demands, expenses, losses and liabilities of any nature whatsoever caused or contributed to (i) by entering or participating in the Promotion or (ii) by the acceptance, use or misuse of any Item. ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER WITH OR VANDALIZE THE WEBSITE, OR INTERFERE WITH THE LEGITIMATE OPERATION OF THE PROMOTION, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR HERE RESERVES THE RIGHT TO SEEK DAMAGES AND TO DILIGENTLY PURSUE ALL REMEDIES (INCLUDING ATTORNEY'S FEES) AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW AND TO BAN OR DISQUALIFY ANY ENTRANTS OR PARTICIPANTS IN ANY CAPACITY FROM THIS AND FUTURE PROMOTIONS.

Disputes: By participating in the Promotion, Participant agrees that (a) any and all disputes, claims, and causes of action arising out of or connected with the Promotion or any Items purchased, shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred by Participant, including costs associated with participating in the Promotion, but shall not include attorneys' fees in any event; and (c) under no circumstances will any Participant be permitted to obtain any award for, and Participant hereby waives all rights to claim: punitive, special, incidental or consequential damages; any and all rights to have damages multiplied or otherwise increased; and any other damages, other than for actual out-of-pocket expenses.