

**Eversource Massachusetts' Park Pass Sweepstakes**  
**OFFICIAL RULES**

**MUST BE 18 YEARS OF AGE OR OLDER TO PARTICIPATE. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**Sponsor:** Eversource Massachusetts<sup>1</sup>

**Eligibility:** Eversource Massachusetts' Park Pass Sweepstakes ("Sweepstakes") is open to legal residents of Massachusetts in select Eversource zip codes (below). Each entrant must be age 18 or older and a current residential electric customer of Eversource at the time of entry ("Entrant"). Void outside select zip codes and where otherwise taxed, prohibited or restricted by law. Officers, directors and employees of Eversource, The Cadmus Group, Inc. ("Cadmus"), C + C, Wedu, and their respective parents, affiliates, subsidiaries, subcontractors, advertising and promotion agencies, and those individuals engaged in any way in the development, production, printing, distribution or execution of this Sweepstakes and their immediate family members (spouse and children, siblings, parents and their respective spouses and in-laws, regardless of where they reside), or anyone living in the households of such employees or individuals, whether or not related, are not eligible to enter or win.

Entrants must be age 18 or older residential electric customers of Eversource East territory receiving service within the following zip codes: 01701, 01702, 01703, 01704, 01705, 01718, 01720, 01721, 01730, 01731, 01741, 01746, 01748, 01754, 01760, 01770, 01773, 01776, 01778, 01784, 01801, 01803, 01805, 01806, 01807, 01808, 01813, 01815, 01888, 01890, 02020, 02021, 02026, 02027, 02030, 02032, 02041, 02047, 02050, 02051, 02052, 02053, 02054, 02056, 02059, 02065, 02067, 02071, 02081, 02090, 02108, 02109, 02110, 02111, 02112, 02113, 02114, 02115, 02116, 02117, 02118, 02119, 02120, 02121, 02122, 02123, 02124, 02125, 02126, 02127, 02128, 02129, 02130, 02131, 02132, 02133, 02134, 02135, 02136, 02137, 02138, 02139, 02140, 02141, 02142, 02143, 02144, 02145, 02150, 02163, 02180, 02186, 02187, 02196, 02199, 02201, 02202, 02203, 02204, 02205, 02206, 02210, 02211, 02212, 02215, 02217, 02222, 02228, 02238, 02241, 02266, 02283, 02284, 02293, 02297, 02330, 02331, 02332, 02345, 02347, 02355, 02360, 02361, 02362, 02364, 02366, 02367, 02381, 02420, 02421, 02445, 02446, 02447, 02451, 02452, 02453, 02454, 02455, 02456, 02458, 02459, 02460, 02461, 02462, 02464, 02465, 02466, 02467, 02468, 02471, 02472, 02474, 02475, 02476, 02477, 02492, 02493, 02494, 02495, 02538, 02558, 02571, 02576, 02702, 02714, 02717, 02719, 02738, 02739, 02740, 02741, 02742, 02743, 02744, 02745, 02746, 02747, 02748, 02770, 02790, 02791.

By entering this Sweepstakes, each Entrant warrants that they meet the above eligibility requirements and agrees to these Official Rules.

**To Enter:** The promotion entry period begins April 17, 2017, at 12:00:00 a.m. Eastern Standard Time ("EST") and ends on May 27<sup>th</sup>, 2017, at 11:59:59 p.m. EST ("Promotion Period"). During the Promotion Period, Entrants are encouraged but not required to schedule to have an old refrigerator or freezer recycled by visiting ARCA Inc.'s web site at [www.RetireYourFridge.com](http://www.RetireYourFridge.com) ("Website") or by calling toll-free at 877-889-4761 ("Hotline"). The first 50 Entrants will receive a 2017 Annual MassParks Pass ("Prizes").

All entries must be complete to be eligible. Entries must consist of information necessary to recycle an old refrigerator or freezer including name, address, city, state, zip code, date of pick up and email address. Entries received during the Promotion Period and which are otherwise fully compliant with these Official Rules and the instructions posted on the Website are valid entries ("Valid Entries") for the prize offered during that Promotion Period. Limit one (1) entry per household during the Promotion Period. In the event of a dispute as to who submitted an entry, the name of the authorized account holder associated with the email address will be deemed to be the Entrant and such Entrant must comply with these Official Rules. The authorized account holder is defined as the natural person who is assigned to the email address by an Internet access provider, online service provider, or other organization that is responsible for assigning email addresses or the domain associated with the submitted email address. Potential winners are subject to verification by use of proper identification and/or may be required to show proof that they are the authorized account holder. Entries that are late, lost, stolen, undelivered, contain false information, damaged, misdirected, garbled or incomplete, altered or otherwise irregular, generated by script, macro or other automated means, that have been submitted through illicit means or by any means which subvert the entry process or that do not conform with or satisfy any or all of the conditions set out in the Official Rules will be void. Alternatively, Eversource customers can enter the Sweepstakes without recycling a refrigerator or freezer by hand-printing their first name, last name, complete home address, e-mail address, phone number, and date of birth on a plain 3" x 5" card, and mailing it in a separate hand addressed stamped envelope, to: Cadmus, Attention: Eversource Massachusetts' Park Pass Sweepstakes, 100

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<sup>1</sup> Eversource means NSTAR Electric Company and Western Massachusetts Electric Company, each doing business as Eversource.

Fifth Avenue, Suite 100, Waltham, MA 02154. All mail-in entries must be postmarked by May 21, 2017 and received by May 27, 2017 to be eligible. All entries submitted become the property of Eversource Energy and will not be returned.

**Prizes:** The first 50 Entrants will be selected to win a 2017 Annual MassParks Pass.

Total ARV of Prize: \$60.

**Selection of Winners/Winner Notification/Odds of Winning:** All Entrants who call or go online during the Promotion Period to schedule a refrigerator or freezer pickup and have the unit recycled on or before May 27, 2017 will be identified as eligible Entrants. These Entrants will be identified using program tracking tools supplied by the Sponsor's refrigerator recycling contractor, ARCA, Inc., on a weekly basis. Potential winners may be contacted by phone or email and may be required to provide their full name, address, city, state, zip code, date of birth and phone number (including area code) and to complete any additional documents requested by Eversource. Potential winners will have three (3) business days from notification to provide required information or the prize may be forfeited and awarded to an alternate winner from among all eligible remaining entries. Email notification shall be deemed to have occurred on the date Eversource or Eversource's designees first attempt to make email contact with a potential winner. If potential winner is found to be non-compliant with these Official Rules or ineligible for any reason, an alternate winner may be selected, at Eversource's sole discretion. Notwithstanding the foregoing, selecting the winners is a manual process and Eversource reserves the right to exercise their own discretion at any point in the winner selection process.

Odds of winning depend on the total number of Valid Entries and the timing of entry. No substitution, cash redemption (except as provided herein) or transfer of prize is permitted by the winner. Eversource reserves the right to substitute a prize (or portion thereof) with one of comparable or greater value, at its sole discretion. In no event will more than the stated number of prizes be awarded. Eversource will pay for delivery costs of prizes to winners. All other costs and expenses associated with the acceptance and use of a prize not specifically provided for in these Official Rules (including, but not limited to federal, state and local taxes) will be the sole responsibility of the winners. All prize details are at Eversource's sole discretion.

**General:** By participating, each Entrant warrants and represents that they have complied in full with these Official Rules, including but not limited to all eligibility requirements, and further agrees to be bound by these Official Rules which are final and binding in all respects. Officers, directors and employees of Eversource, The Cadmus Group, Inc., C + C, Wedu, and their respective parents, affiliates, subsidiaries, subcontractors, advertising and promotion agencies, and those individuals engaged in any way in the development, production, publication, printing, distribution or execution of this Sweepstakes shall referred to as the "Released Parties." The Released Parties are not responsible for: (i) 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 by Released Parties; (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 (ISP), 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 loss, miscount, misdirection, inaccessibility or unavailability of an e-mail account used in connection with the Promotion; or (iii) any injury or damage to Entrant's or any other person's computer, related to or resulting from entering or otherwise participating in the Sweepstakes or downloading materials from or use of the Website. Released Parties are not responsible for any other errors in connection with the Promotion, including, without limitation, errors or problems in connection with the administration of the Promotion, the processing of entries or stories, or typographical, printing or other errors in these Official Rules or in any Promotion-related materials. If for any reason the Sweepstakes is not capable of running as planned, including without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, Eversource reserves the right, at its sole discretion to cancel or terminate the Promotion. In the event of cancellation or termination, Eversource will conduct drawings at random from among all eligible, non-suspect Sweepstakes entries received up to time of such action for the applicable Promotion Period. Eversource reserves the right, in their sole discretion, to terminate the Sweepstakes or to amend or modify these Official Rules at any time, without prior notice, for any reason whatsoever.

**ALL PRODUCTS AND PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE.**

**PARTICIPANT ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY MANUFACTURER(S) FOR PRODUCTS AND PRIZES ARE NOT TO BE CONSIDERED WARRANTIES OF EVERSOURCE AND EVERSOURCE MAKES NO REPRESENTATION, GUARANTEES OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES.**

By participating in the Sweepstakes each Entrant agrees to release, defend, indemnify and hold harmless Released Parties 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 Sweepstakes or (ii) by the acceptance, use or misuse of any prize. By participating in the Sweepstakes, Entrant irrevocably grants to Eversource and their designees, the unconditional and perpetual right and permission to copyright (as appropriate), reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit and/or otherwise use or reuse, without limitation, the Entrant's name, address (city and state), image, likeness, statements, biographical material as well as any additional photographic images, video images, portraits, interviews, stories or other materials relating to the Entrant and arising from his/her participation in this Contest in any and all media now known or hereafter devised, throughout the world in perpetuity, for any purpose, without limitation and without additional review, notification, compensation, or approval from the Entrant (unless prohibited by law). ANY 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, EVERSOURCE 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 entering the Sweepstakes, Entrants agree that (a) any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, 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, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (c) under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby waives all rights to claim punitive, special, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Massachusetts or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts. Venue with respect to any disputes shall be had in the state and federal courts of the Commonwealth of Massachusetts.

**Winners List:** For the list of the winners, send a self-addressed stamped envelope by May 31, 2017 to: Eversource Massachusetts' Park Pass, Cadmus, 100 Fifth Avenue, Suite 100, Waltham, MA 02451.

**Abbreviated Rules**

For Official Governing Rules and entry details, visit [www.RetireYourFridge.com](http://www.RetireYourFridge.com). Sweepstakes starts on April 17<sup>th</sup>, 2017, at 12:00:00 a.m. EST and ends on May 27<sup>th</sup>, 2017, at 11:59:59 p.m. EST. Open to legal residents of MA, ages 18 or older, who are current residential electric customers of Eversource in select zip codes. Void outside MA and where prohibited. All entries must be complete to be eligible. Sponsors: Eversource, with offices at 1 NSTAR Way, Westwood, MA 02090.