



## HVAC REFERRAL PROGRAM OFFICIAL RULES

Please read the Official Rules and Regulations (“Official Rules”) of the NJR Home Services Company (NJRHS) HVAC Referral Program (“Program”). Participant must agree to accept and comply with the Official Rules to participate in the Program.

**PROGRAM DESCRIPTION:** The Program begins at 8:00 a.m. New Jersey Time on January 1, 2023. NJRHS may end the Program at any date and time it determines, in NJRHS’s sole discretion, but no later than 5:00 p.m. New Jersey Time on December 31, 2024.

**ELIGIBILITY:** The Program is open only to legal residents of the State of New Jersey at least eighteen years of age (“Participant”). New Jersey Natural Gas (NJNG) employees, directors and officers and their immediate families (spouses and siblings, parents and children and their spouses) and household members are not eligible. The Program is void where prohibited.

**SPONSOR:** NJRHS, 1415 Wyckoff Road, P.O. Box 1468, Wall, NJ 07719 (the “Sponsor”)

**AGREEMENT TO THE OFFICIAL RULES:** By participating in the Program, each Participant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Program.

By submitting a referral, Participant indicates his or her acceptance of these Official Rules and their terms and conditions. If Participant does not submit a qualifying referral, Participant will not be a part of the Program and will not be paid for a referral.

### HOW TO PARTICIPATE:

- NJRHS may email Participant concerning any missing or erroneous contact information.
- Participant will be paid the \$150 Payment, at such time as Participant’s referral’s HVAC system is installed and operational and logged as such in NJRHS sales system.
- Participant may be required to fill out a W-9 prior to receiving Payment.
- Participant’s physical address listed for receiving checks MUST be Participant’s actual address. Mail forwarding services for the purpose of avoiding network demographics is NOT allowed.
- Each Participant will be required to pay taxes on all incentives, commissions, or checks issued by NJRHS to Participant.
- Participant may not SPAM. NJRHS will terminate Participant’s account on the first offense of SPAMMING. Do not send email to lists or groups that Participant does not have lawful permission to send to.
- Participant shall not announce the offer or generate referrals by using banners or links within Participant’s newsletters, blogs, in content on Participant’s website, or within other web related content such as social media platforms such as Twitter, Facebook, Instagram or TikTok.
- Duplicate referrals will be handled as follows: The first person that submits the referral, based on the time and date received, gets credit for the sale and receives the \$150.



- A referral made concerning a person who has already signed a HVAC installation contract with NJRHS or otherwise already advised NJRHS orally or in writing that they intend to sign a HVAC installation contract with NJRHS is not eligible for a Payment.
- Our system will not accept Participant's referral if Participant mis-types Participant's name and phone number. We are not responsible for any mis-typed information that Participant provides in Participant's registration form.
- This offer is not valid with any other offer, discount or promotion.
- This promotion only applies to referral leads in NJRHS serviceable areas.
- Failure to abide by these rules could mean termination from the Program with a complete forfeit of Payment.

#### Definition of "Payment"

"Payment" means \$150 for each referral provided by Participant that directly results in a signed contract for a HVAC installation. Participant will receive the Payment from NJRHS following the installation of the HVAC unit.

#### Email Contact

NJRHS reserves the right to send e-mail to Participant for the purposes of informing Participant of applicable changes or additions to the Program.

#### Taxes

Participant will be responsible for all taxes (including but not limited to federal, state, local and/or income) on the Payment and will be required to provide their Social Security number (or in case the Participant is not a natural person, its Federal Employer Identification Number) and to complete an Internal Revenue Service Form W-9 for tax reporting purposes. Sponsor will file an IRS Form 1099 with the Internal Revenue Service if the amount of the Payment is \$600.00 or greater. If a Participant refuses to provide his/her Social Security number (or, as applicable, its Federal Employer Identification Number) or to complete the W-9 Form, the Participant will be disqualified.

#### Accepted Use

Participant represents to NJRHS that all information or content Participant provides to NJRHS is solely owned by Participant or provided by Participant with the express authority of the person or company Participant represents, does not infringe upon any other individual's or organization's rights (including, without limitation, intellectual property rights, trademarks or copyrights) and is not defamatory, libelous, unlawful or otherwise objectionable. Participant shall not provide, promote, distribute, place or otherwise publish any content, or Web site that includes content, which is libelous, defamatory, obscene, pornographic, abusive, fraudulent or violates any law. As NJRHS may not review all information provided by Participant, Participant shall remain solely responsible for Participant's content and Web site. If Participant is terminated from the Program, NJRHS has the right to withhold money Participant earned within the Program and Participant will not be allowed to re-join the Program.

**GENERAL CONDITIONS / RELEASE:** By participating, Participant agrees to release Program Entities, their respective directors, officers, agents and employees from any and all liability for any



claims, costs, injuries, losses or damages of any kind caused by (i) Participant's participation, including the unauthorized or illegal access to personally identifiable or sensitive information or the acceptance, possession, use, or misuse of the Payment; (ii) any Program Entities' sponsorship or administration of the Program; and (iii) Participant's and/or any third party's use, sale or disposal of the Payment. Neither Program Entities nor any service providers are responsible for incorrect or inaccurate transcription of referral information, or for any human or other error, technical malfunctions, lost/delayed data or voice transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or Website or to complete a telephone call or facsimile transaction, or any other error or malfunction or late, lost or misdirected mail, or any injury or damage to participant's or any other person's computer related to or resulting from participation in this Program.

Failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason the Program is not capable of being executed as planned, or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of Participants, technical failures or any other causes which in the opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Program, Sponsor reserves the right at its sole discretion to disqualify any suspect Entry or Participant and/or to cancel, terminate, modify or suspend the Program. Referrals not complying with all rules are subject to disqualification.

**DISPUTES:** Participants agree that (a) any and all disputes, claims and causes of action arising out of, or connected with, the Program or any Payment awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of New Jersey; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Program but in no event attorneys' fees; and (c) under no circumstances will Participant be permitted to obtain awards for, and Participant hereby waives all rights to, claim punitive, incidental and consequential damages and any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Participant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules (whether of New Jersey or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than those of the State of New Jersey.

Program subject to change without notice.

NJR Home Services is not the same company as New Jersey Natural Gas, the utility, and is not regulated by the New Jersey Board of Public Utilities. You do not have to buy products or services from NJR Home Services in order to continue receiving regulated services from New Jersey Natural Gas.

Electrical Contractor Bus. Permit #34EB01231200 NJ Home Improvement # 13VH00361500. 1415 Wyckoff Road, Wall, NJ.