

The PG&E Simple Savings Kit
TERMS AND CONDITIONS

MUST BE 18 YEARS OF AGE OR OLDER TO PURCHASE.

Sponsor: Pacific Gas and Electric Company (PG&E)

Eligibility: Pacific Gas and Electric Company (PG&E) Sales Promotion ("Promotion") and purchase of retail kit ("Item") is open to legal residents in California service territory. Purchaser must be age 18 or older. Purchaser must be a current PG&E residential electric and gas customer at the time of purchase. Void outside PG&E's territory and where otherwise taxed, prohibited or restricted by law. By purchasing Promotional Item, each customer ("Customer") warrants they meet the eligibility requirements and agrees to these Terms and Conditions.

To Purchase: The Promotion begins on November 18, 2015, at 9:00:00 a.m. Eastern Daylight Time ("EDT") and ends on July 15, 2016, at 11:59:59 p.m. Pacific Daylight Time (PDT) ("Promotion Period"). In order to be eligible to purchase an Item, the Customer must complete a checkout form on the Website, which includes the Customer's name, address, zip code, e-mail address, and valid form of payment. Customers will be charged through the designated form of payment they indicate upon completion of the checkout form by TechniArt, Inc. (referred to as "Fulfillment Contractor").

All orders must be complete to purchase the Item. Limit one Item to be purchased per PG&E residential electric and gas account. Orders will only be shipped to addresses in PG&E's territory. The name of the "Authorized Account Holder" associated with the e-mail address and/or home address shall be deemed the Customer and must comply with these Terms and Conditions. The Authorized Account Holder, aka Customer, is defined as the natural person who is assigned to the e-mail address by an Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address.

PROMOTIONAL PACKAGE: Items are available for purchase during the Promotional Period. Limit one (1) Item per e-mail address and shipping address.

Item includes:

- Two (2) LED A19s
- One (1) High-efficiency showerhead
- Two (2) Bath faucet aerators
- One (1) Toilet tummy
- One (1) Two-pack leak finder tabs

Total Actual Retail Value (ARV) of all products: \$70.00

Total Item Price (total price to be paid by Customer): \$10.00

PG&E reserves the right to substitute a product (or portion thereof) with one of comparable or greater value, at their sole discretion. No Customer requested

substitutions will be allowed. Refunds or replacements will only be given for damaged or non-functioning products 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 is the sole responsibility of the Customer (including, but not limited to federal, state and local taxes). All product details are at PG&E's sole discretion.

Item Fulfillment: Fulfillment Contractor is responsible for collecting payment and shipping the Item to Customers during the Promotion Period. Payment for the Item will be collected at the same time using the designated form of payment previously provided on the Website checkout form. If Customer does not complete the checkout form in its entirety, then Customer will be ineligible to purchase the Item. All orders will be processed and shipped within twenty (20) **business days** after Customer's complete information and payment is received.

General: By participating, Customer warrants and represents they have complied in full with these Terms & Conditions. PG&E and the Fulfillment Contractor 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; (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 Customer's 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 Official Rules or in any Promotion-related materials. PG & E reserves the right, at their sole discretion, to cancel or terminate the Promotion at any time for any reason whatsoever. If prior to such termination or cancellation, Customer purchased the Item, PG&E in their sole discretion, will either refund payment or ship the Item to Customer.

ALL PRODUCTS 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. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY MANUFACTURER(S) FOR PRODUCTS AND PRIZES ARE NOT TO BE CONSIDERED

WARRANTIES OF PACIFIC GAS AND ELECTRIC COMPANY AND PACIFIC GAS AND ELECTRIC COMPANY MAKES NO REPRESENTATION, GUARANTEES OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES.

Customer 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 entering the Promotion, Customers agree 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, including costs associated with entering the Promotion, but in no event attorneys' fees; and (c) under no circumstances will any Customer be permitted to obtain any award for, and Customer 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.