

## IDAHO POWER'S "MAKE THE SWITCH" SWEEPSTAKES 2024

### IDAHO POWER'S "MAKE THE SWITCH" SWEEPSTAKES 2024 OFFICIAL RULES

#### READ THESE OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. SPONSOR:** The "MAKE THE SWITCH Sweepstakes" (the "Sweepstakes") encourages residential customers to sign up for Paperless Billing for a chance to win three Nintendo™ Switches. The sweepstakes is sponsored by Idaho Power with an address at 1221 West Idaho Street, Boise, Idaho 83702 ("Idaho Power" or "Sponsor").

**2. ELIGIBILITY:** The Sweepstakes is open only to Sponsor's residential customers in the Idaho Power service area who are at least eighteen (18) years of age and older at the time of entry ("Customer(s)"). Employees or representatives of Sponsor and Sponsor's parent corporation, its subsidiaries, affiliates, or agents, and their immediate family members (spouse, parent, child, sibling, and their respective spouses) and those living in the same household of each (whether legally related or not) are not eligible to enter or win the Sweepstakes; provided, however, that immediate family members of Sponsor's employees or the employees of its parent corporation, subsidiaries, affiliates, and agents may enter and win the Sweepstakes if such family members are not living in the same household of an employee of Sponsor, its parent corporation, subsidiaries, affiliates, or agents. All applicable federal, state, and local laws and regulations apply. Only Customers who comply with all terms and conditions of these official rules ("Official Rules") will be eligible to win. Entry in the Sweepstakes constitutes your full and unconditional acceptance of these Official Rules. **VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

**3. SWEEPSTAKES PERIOD:** There will be one (1) Sweepstakes Period (unless the Sweepstakes is amended or terminated at Sponsor's sole discretion) as follows: (1) entry period starts on October 15, 2024 at 12:00 a.m. Mountain Daylight Time ("MDT") and ends on November 15, 2024 at 11:59 p.m. Mountain Standard Time ("MST") ("Sweepstakes Period"); Any Customer enrolled in Sponsor's paperless billing program ("Program") between 12:00 a.m. MDT on October 15, 2024 and 11:59 p.m. MST on November 15, 2024 will be considered eligible to win a prize (described in Section 6 below) for each account enrolled, regardless of the number of accounts held by such Customer or that the Customer may have used multiple email addresses to enter the Sweepstakes.

**4. HOW TO ENTER:** Click on the links provided in promotional social media posts, emails, the idahopower.com website, or the My Account pop up to be taken directly to the paperless billing enrollment page. Or visit idahopower.com/myaccount and login using your My Account username and password. Navigate to Manage my Enrollments by hovering over the Payments & Billing drop-down menu. Once on the My Enrollments page, select Paperless Billing and complete the enrollment form. Entries will also be accepted by replying to Sponsor's promotional emails titled, "MAKE THE SWITCH SWEEPSTAKES" sent to Customers' email inboxes, or by calling Idaho Power Customer Service at 208-388-2323 or 1-800-488-6151 and requesting to be signed up for the Program. Customer's address, Idaho Power account number, and the preferred email address for paperless bill delivery must be provided. Customers who

are not already signed up for My Account are encouraged to do so or use one of the alternate forms of entry.

No submissions will be accepted after the Sweepstakes Period for any reason regardless of the method of entry. The sole determinate of time for the purpose of entries will be Idaho Power's server located in the Mountain Standard Time zone. Customers entering close to the posted deadline do so with this information in mind.

Customers may enter with multiple email addresses; provided, however, that only one entry per account enrolled in the Program during the Sweepstakes Period will be considered a valid entry in the Sweepstakes. Automated entries are prohibited, and any use of automated devices will cause disqualification. All entries submitted via email will be deemed to have been submitted by the holder of the email from which it was sent. For these purposes, an email account holder will mean the primary person who is assigned to such email account by the Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with such email account. Those already signed up for Paperless Billing before the start of the contest are no eligible.

All entries become the sole and exclusive property of Sponsor and will not be returned. Receipt of entries may not be acknowledged, and proof of submission will not be deemed to be proof of receipt by Sponsor. Sponsor reserves the right in its sole discretion to reject any entry for failure to fully comply with these Official Rules.

#### **5. SELECTION OF SWEEPSTAKES WINNERS: *MAKE THE SWITCH SWEEPSTAKES***

***Drawing.*** Three (3) winners will be selected on or about November 22, 2024 in a random drawing from all eligible entries received during the Sweepstakes Period, in accordance with these Official Rules.

#### **6. PRIZES AND APPROXIMATE RETAIL VALUE: *MAKE THE SWITCH SWEEPSTAKES***

***Drawing.*** The winners of the ***MAKE THE SWITCH SWEEPSTAKES*** drawing will be notified via telephone or email within 14 days of selection to receive a Nintendo Switch™ with an approximate retail value less than \$300. Winners are responsible for any and all costs associated with any optional features ordered by winner that causes the value or cost of the prize to exceed \$300. All other expenses not specifically mentioned herein are not included as part of any prize package and are solely the winners' responsibility. The prize is not redeemable for cash or transferable. Each winner is entitled to one (1) Nintendo Switch™ and will not be entitled to the cash value. Sponsor reserves the right to substitute a prize of equal or greater value in its sole discretion. Winners agree to accept the prize "AS IS." Sponsor will not replace the prize if it is lost or stolen. Sponsor makes **NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE** with respect to the prize, except that the prize will be subject to its manufacturer's standard warranty (if any). The reporting and payment of all tax liabilities incurred by the winners as a result of the Sweepstakes, including but not limited to federal, state, and local income taxes, is the sole responsibility of the winners. All federal, state, and local laws and regulations apply. All winners are solely responsible for all other fees or costs associated with the prize received, regardless of whether it, in whole or in part, is used. Each winner may be required to provide his/her Social Security Number for tax reporting purposes. Winners may also be required to complete

applicable tax documents and return them to Sponsor. An IRS Form 1099 will be issued for all prizes with a retail value in excess of \$600.

**7. ODDS OF WINNING:** Odds of winning will be dependent on the number of eligible entries received in accordance with these Official Rules. Sponsor cannot accurately predict the number of entries to be submitted in the Sweepstakes. Odds of an entry winning any prize will be the same, whether the entry was automatically generated by completing an online entry or a mail entry.

**8. USE OF WINNER'S NAME AND OTHER PERSONAL INFORMATION:** Notwithstanding any contrary provision in Sponsor's privacy policies, and as a condition of entry into the Sweepstakes, except where prohibited by law, each Customer by entering and each winner by accepting a prize, grants to Sponsor, its parent, subsidiaries or affiliates the universal and perpetual right and license to use, exploit, print, publish, re-produce, display, distribute and broadcast, and to grant others the right and license to use, exploit, print, publish, re-produce, display, distribute and broadcast the winner's name, actual or simulated likeness, photograph, image, voice, portrait, picture, personal characteristics, biographical information and other personal identification in any and all languages, formats and media now known and hereafter developed in connection with Idaho Power's website, the Sweepstakes and/or any Sweepstakes-related activity and any and all advertising, promotion, marketing, and/or publicity thereof including all ancillary and subsidiary rights therein, without additional review, compensation, permission or approval.

**9. GENERAL CONDITIONS:** Entries generated by a script, macro, robotic or other automated means will be disqualified. USE OF COMPUTER PROGRAMS TO ENTER AND/OR OTHER AUTOMATIC ENTRY METHODS (SUCH AS HACKS OR BOTS), REGARDLESS OF METHOD OF ENTRY, IS STRICTLY PROHIBITED. Sponsor reserves the right to disqualify, and block or discard any entries from, any individual who enters the Sweepstakes by any kind of electronic, mechanical or other automated means or otherwise tampers with or hacks the entry process as determined by the Sponsor in its sole discretion. Sponsor also reserves the right, in its sole discretion, to cancel, modify or suspend the electronic portion of the Sweepstakes in the event of a computer virus, bugs, tampering, unauthorized intervention, fraud, technical or system failure or disruption, force majeure or any other causes which, in Sponsor's sole opinion, corrupt the administration, security, fairness, integrity, or proper operation of the Sweepstakes. ANY ATTEMPT BY A CUSTOMER OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT.

Sponsor is not responsible for late, lost and/or incomplete entries, which will be disqualified.

Customers enter at their own risk. No responsibility is assumed for, and Sponsor and its agents will not be liable for: (i) late, lost, delayed, damaged, misdirected, incorrect, incomplete, ineligible or unintelligible entries, or for any change of the winners' contact information; (ii) telephone, electronic, hardware, software program, network, Internet or computer failures or difficulties; (iii) errors in transmission; (iv) any condition caused by events beyond the control of Sponsor that may cause the Sweepstakes to be disrupted or corrupted; (v) any injuries, losses, or damages of any kind caused by a prize or resulting from acceptance, possession, use or

misuse of a prize, or from participation in the Sweepstakes; or (vi) any printing or typographical error in any materials associated with these Official Rules or the Sweepstakes generally. Customers assume all liability for any injury or damages caused or claimed to be caused by his or her participation in the Sweepstakes and/or the acceptance and/or use of any prize, and release Sponsor and its officers, directors, employees, parents, subsidiaries, affiliates, and agents from any such liability. Sponsor and its officers, directors, employees, parents, subsidiaries, affiliates, and agents assume no responsibility for any injury or damage to Customers or to any other person's computer or telephone relating to or resulting from entering or downloading materials or software in connection with this Sweepstakes. Sponsor may prohibit any Customer or potential participant from entry in the Sweepstakes, if at the sole discretion of Sponsor, such person shows a disregard for these Official Rules, or acts (1) with an intent to annoy, abuse, threaten, or harass any other Customer, Sponsor, or its agents or representatives; or (2) in any other disruptive manner.

**10. CUSTOMER OBLIGATIONS:** By entering, each Customer agrees to defend, indemnify, release, and hold harmless Sponsor from, for, and against any and all losses, demands, damages, rights, claims, injuries, actions and liabilities of any kind arising out of or related to: (i) Customer's participation in the Sweepstakes; or (ii) Customer's participation in any prize-related activities (including, without limitation, property loss, damage, personal injury or death caused to any person(s)). The winners assume all liability for any injury, death, or damage caused, or allegedly caused, in whole or in part, by participating in this Sweepstakes or receipt, use, or redemption of the prize.

**11. OFFICIAL RULES:** By entering the Sweepstakes, you agree to be bound by these Official Rules which will be available on the Idaho Power website during the Sweepstakes Period. By entering the Sweepstakes, Customers agree to waive any right to claim any ambiguity or error in these Official Rules of the Sweepstakes, or the Sweepstakes itself and agree to be bound by these Official Rules and by all decisions of the Sponsor, whose decision is binding and final in all respects. Sponsor has the right to modify these Official Rules in its sole discretion for clarification purposes without materially affecting the terms and conditions of the Sweepstakes. Sponsor also reserves the right to cancel the Sweepstakes at any time in its sole discretion, provided that in the event of such cancellation Sponsor will still award any prize won but not yet fulfilled prior to such cancellation.

**12. APPLICABLE LAWS AND JURISDICTION:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Customer and Sponsor in connection with the Sweepstakes, will be governed by and construed in accordance with the laws of Idaho without giving effect to any choice of law or conflict of law rules or provisions which would cause the application of the laws of any jurisdiction other than the laws of Idaho.

**13. PERSONAL INFORMATION:** The personal information collected through this Sweepstakes is subject to Idaho Power's Privacy Policy, located at <https://www.idahopower.com/privacy-policy/>. By entering this Sweepstakes, you agree to the use of your personal information as described in the above Privacy Policy.

**14. WINNER LIST/RULES:** These Official Rules and the name of the winners may be obtained by sending a self-addressed, stamped envelope to Idaho Power c/o Corporate

Communications, 1221 West Idaho Street, Boise, ID 83702 or emailing [hello@idahopower.com](mailto:hello@idahopower.com). Requests for the winners list must be received no later than three months after the end of the Sweepstakes Period.