

\$5 EGIFT CARD PROMOTION

Terms & Conditions

OFFICIAL RULES:

These Official Rules apply to the FPL Budget Billing® **\$5 eGift Card Promotion** (“Promotion”) being conducted by Florida Power & Light Company (“FPL”). This Promotion begins on **Friday, September 1, 2023**, at 12:01 AM (ET) and ends on **Friday, October 20, 2023**, at 11:59 PM (ET) (the “Promotion Period”). The clock on FPL’s website will be the official timekeeper for this Promotion. THIS EGIFT CERTIFICATE PROMOTION IS VOID WHERE PROHIBITED BY LAW OR REGULATORY ORDER BY THE FLORIDA PUBLIC SERVICE COMMISSION.

ELIGIBILITY:

THIS PROMOTION IS NOT OPEN TO THE GENERAL PUBLIC. DO NOT PROCEED IN THIS PROMOTION IF YOU ARE NOT AN FPL CUSTOMER WHO IS ELIGIBLE PURSUANT TO THESE OFFICIAL RULES. This Promotion is open only to FPL’s customers as of **Friday, September 1, 2023**, who are 18 years of age or older at the time of entry and legal residents of Florida, who have not previously signed up for FPL Budget Billing, and who have received marketing solicitation from FPL requesting their participation in the Promotion. Employees of FPL, its respective subsidiaries, affiliates, Reward or prize suppliers, and advertising and Promotion agencies, including Administrator, and their immediate families (spouse, parents, children and siblings and their respective spouses) and individuals living in the same households of such employees are ineligible to participate.

HOW TO ENTER:

Visit the campaign landing page and register to participate in FPL Budget Billing, a free bill management service (hereinafter referred to as the “Program”). All FPL customers who receive this offer and enroll in FPL Budget Billing by **Friday, October 20, 2023** will receive a **\$5 eGift Card** (collectively, a “Reward”). The offer ends on **Friday, October 20, 2023**. All registrations must be received by 11:59 PM (EDT) **Friday, October 20, 2023**.

LIMIT:

Only one Reward per FPL account number. All registrations/entries become the property of FPL and will not be acknowledged or returned. By entering this Promotion, each entrant agrees to FPL’s use of his/her personal information as described in FPL’s website privacy policy and in these Official Rules. In the event of any discrepancy between the privacy policy and these Official Rules, these Official Rules shall control and govern.

AVAILABLE REWARD:

Only the following Reward with registration will be awarded in this Promotion: **\$5 eGift card** will be available to be awarded to FPL customers who have made a valid new enrollment in the Program during the Promotion Period and who are enrolled in the program at the time of offer fulfillment. FPL is not affiliated with Giftogram.com or any of its participating retailers. By participating in this promotion, you agree that FPL is not responsible for the terms and conditions governing the Giftogram **\$5 eGift Card Reward** or for any errors, omissions or performance by Giftogram.com or its participating retailers.

HOW TO RECEIVE A REWARD:

The Reward will be sent via email to recipients. If you are a recipient, you will receive your eGift Card via email within 3 to 4 weeks after offer end date. The Reward will be forfeited if the potential recipient cannot be contacted due to his/her having provided an incorrect email address. Entries will be declared made by the authorized FPL account holder submitted at the time of entry. Recipient may be required to provide FPL with proof that he/she is the authorized FPL account holder of the address associated with that entry.

\$5 EGIFT CARD TERMS AND CONDITIONS:

Offer redeemable towards the redemption of a **\$5 eGift card**. For promotional use only. Not responsible for lost or stolen reward code. Individual eGift cards are subject to unique terms and conditions from the retailer. For complete terms and conditions please visit the retailer website. Offer only redeemable in the U.S. TM and © 2022 - Powered by Giftogram. All product and company names are trademarks™ or registered® trademarks of their respective holders. Use of them does not imply any affiliation or endorsement.

GENERAL CONDITIONS:

ALL TAXES, FEES AND SURCHARGES ON THE REWARD ARE THE SOLE RESPONSIBILITY OF THE RECIPIENT.

The Reward will be forfeited if the potential recipient is in non-compliance with these Official Rules or cannot be contacted, provides incorrect email or mailing address, is ineligible, fails to claim the Reward, or if the notification is returned as undeliverable. In that event, no alternate recipient will be selected.

Acceptance of the Reward constitutes permission for FPL to use winner's name, voice and likeness along with his or her address (city and state) and the right to use and publish his or her proper name, and any statements made or attributed to such recipient (collectively, the "Attributes") in any and all media, unless prohibited by law. This will include but is not limited to media now known or hereafter devised, without notice, review or approval, in perpetuity and throughout the universe for advertising and promotional purposes in connection with the Promotion without further compensation, and releases Sponsor from all claims arising out of the use of such Attributes. By entering this Promotion, you agree to be bound by these Official Rules.

All entrants agree (i) to be bound by all applicable U.S. laws and regulations, as well as these Official Rules and the decision of FPL and the judges, which are final and binding on all matters relating to the Promotion, (ii) to waive any right to claim ambiguity in the rules, and (iii) to release, indemnify and hold harmless FPL, and its respective affiliates, subsidiaries, agents, representatives, promotion and advertising agencies, and their respective employees, officers, directors, shareholders and agents (collectively, "Releasees") from and against any injuries, losses, damages, claims, actions any liability of any kind resulting from or arising from participation in the Promotion or acceptance, possession, use, misuse or nonuse of the Reward. Releasees are not responsible for printing or typographical errors in any promotion-related materials; for stolen, lost, late, misdirected, damaged, incomplete, inaccurate entries, or for transactions that are lost, misdirected, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly or are lost for any reason including computer, telephone, paper transfer, human or other error; or for electronic, computer, or telephonic malfunction or error, including any injury or damage to entrant's or any other person's computer

relating to or resulting from participation in this Promotion or downloading any materials in this Promotion, or inability to access any website associated with this Promotion, or process any transaction thereon.

If in FPL's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Promotion, or if computer virus, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Promotion, the judges reserve the right at their sole discretion to disqualify any individual who tampers with the entry process and/or void any entries submitted fraudulently, to modify or suspend the Promotion, or to terminate the Promotion and conduct a random drawing to award the Rewards using all nonsuspect entries received as of the termination date. Moreover, FPL reserves the right to rescind or change these Official Rules or the Promotion at any time without notice. ANY ATTEMPT BY

AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, FPL RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Any attempts by an individual to access any website associated with this Promotion via a bot script or other brute force attack or any other unauthorized means will result in the IP address becoming ineligible. Use of automated entry devices or programs such as by script, macro or any other automated means is prohibited and entries so generated are void. This Promotion is conducted in English (which will be given its everyday ordinary meaning). The Promotion and these Official Rules shall be governed in all respects by and construed in accordance with the laws of the State of Florida without regard to conflicts of law principles. Any action under applicable law, suit in equity or other proceeding against FPL with respect to any term or provision of the Promotion or these Official Rules shall be brought and maintained in the Federal District Court, Southern District of Florida, or the Circuit Court of Palm Beach County, Florida. YOU HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH THE PROMOTION.

Sponsored solely by:
Florida Power & Light Company 700
Universe Blvd.
Juno Beach, FL 33408

Administration of \$5 eGift Card by:
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