

# FPL HOUSE OF SAVINGS CHALLENGE OFFICIAL RULES

(FPL House of Savings Teachers' Challenge Rules appear on page 5)

#### NO PURCHASE NECESSARY TO PARTICIPATE.

These Official Rules ("Official Rules") apply to the **FPL House of Savings Challenge** (the "**Challenge**") being conducted by Florida Power & Light Company, a Florida corporation ("**FPL**" or "**Sponsor**"), administered by Cohen-Friedberg Associates, LLC ("**Administrator**") and fulfilled by rbb Communications ("Fulfiller"). This Challenge begins Monday, July 22, 2024 at 9:01 a.m. Eastern Time ("**ET**") and ends Monday, March 3, 2025 at 8:59 a.m. ET (see details below), (the "**Entry Period**"). The clock on FPL's designated website will be the official timekeeper for this Challenge. **VOID WHERE PROHIBITED BY LAW OR REGULATORY ORDER.** 

1. ELIGIBILITY:

**NO PURCHASE, PAYMENT OR OTHER CONSIDERATION IS REQUIRED BY YOU TO PARTICIPATE IN THE HOUSE OF SAVINGS CHALLENGE.** While Sponsor requests verification of status as an FPL customer during the registration process, the contest is open to all entrants who otherwise are eligible to participate, regardless of status as an FPL customer. The Challenge is only open to individuals who reside in Florida, who are 18 years of age or older at the time of entry, a legal resident of the United States (excluding Puerto Rico, Guam and the U.S. Virgin Islands who participate and complete the online House of Savings Challenge ("you" or "your" or "entrant"). Limit one prize per person or address household. Employees of FPL, its respective subsidiaries, affiliates, and advertising, public relations, 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.

## 2. HOW TO ENTER THE CHALLENGE:

Eligible entrants visit <u>https://www.fpl.com/landing/house-of-savings.html</u>, click on "PLAY NOW" to be directed to the Challenge page. Follow the prompts to play and collect points. At the end of each Game Period (defined below) the ten (10) or five (5) Entrant's with the highest score achieved during that Game Period will win a Prize. In the case of ties, time to complete will be used as a tie-breaker. In the event of ties after that, the first to complete their entry will be selected. Scores will not carry over from a previous Game Period to the next Game Period.

GAME PERIOD #	Entry begins at 9:01	Entry Ends at 8:59	Number of Prizes to be
	a.m. ET	a.m. ET	won:
SUMMER			
Game Period #1	7/22/24	8/5/24	10
Game Period #2	8/5/24	8/19/24	10
Game Period #3	8/19/24	9/2/24	10
Game Period #4	9/2/24	9/16/24	10

Game Period #5	9/16/24	9/30/24	10
Game Period #6	9/30/24	10/14/24	10
HOLIDAY POP UP			
Game Period # 7	10/14/24	10/28/24	5
Game Period # 8	10/28/24	11/11/24	5
Game Period # 9	11/11/24	11/25/24	5
Game Period # 10	11/25/24	12/9/24	5
Game Period #11	12/9/24	12/23/24	5
WINTER			
Game Period #12	1/6/25	1/20/25	10
Game Period #13	1/20/25	2/3/25	10
Game Period #14	2/3/25	2/17/25	10
Game Period #15	2/17/25	3/3/25	10

No responsibility is assumed by Sponsor or the Administrator for lost, late, misdirected, illegible, incomplete, stolen, garbled or mutilated game plays or for any computer, online, telephone or technical malfunctions that may occur.

#### Notes: Any attempted form of entry other than as described herein is void.

Challenges submitted on another's behalf by any individuals or other entities, including but not limited to, commercial sweepstakes/contest subscription notification and/or entering services, will be declared invalid and disqualified for this Challenge. Tampering with the Challenge process or the operation of the Challenge is prohibited and any submissions deemed by Sponsor, at its sole discretion, to have been submitted in this manner will be void.

Sponsor reserves the right to cancel or modify the Challenge if fraud or technical failures impair the integrity of the Challenge as determined by the Sponsor, in its absolute sole discretion, and to award the Prize(s) based on eligible Challenge submissions received prior to the cancellation.

Participating via your wireless mobile device, data rates may apply according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Challenge. Mobile device service may not be available in all areas. Check your phone's capabilities for specific instructions. Sponsor is not responsible for any charges.

All Challenge submissions become the property of FPL and will not be acknowledged or returned. In the Challenge of any discrepancy between the privacy policy and these Official Rules, these Official Rules shall control and govern.

Sponsor is not responsible for problems downloading or uploading any Challenge-related information to or from the web site or for any other technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, phone lines, failure of any electronic entry to be received by Sponsor on account of technical problems, traffic, congestion on the internet or the web site, or any other technical problems related to web site entries including telecommunication miscommunication or failure, and failed, lost, delayed,

incomplete, garbled or misdirected communications which may limit an entrant's ability to participate in this Challenge.

**3. PRIZE**: Each Winner will receive a House of Savings DIY Kit containing energy saving items for the home. Approximate Retail Value \$150 each.

NOTE: Each winner may donate their prize and in return FPL will make a \$150 donation to the Care to Share® program.

#### 4. WINNER'S LIST:

To receive the names of the Prize winners, send a self-addressed stamped envelope to: rbb Communications, 355 Alhambra Circle, Suite 800, Miami, FL 33134. Requests must be received by Feb. 10, 2024.

# 5. NOTIFICATION OF WINNERS:

The winners will be notified via email. Once chosen, each prize winner will be sent his or her prize via postal mail or express service, whichever is appropriate as determined by the Sponsor or Administrator. The Prize will be forfeited if the winner is in non-compliance with these Official Rules or if selected potential winner cannot be contacted, provides incorrect email or mailing address, is ineligible, fails to claim the Prize, or if the Prize notification or Prize is returned as undeliverable. In that event, an alternate winner will be selected who has the next highest score in the fastest time. Acceptance of the Prize by the winner constitutes permission by such person for Sponsor to use the winner's name, voice, likeness, and prize won along with his or her address (city and state) and the right to use and publish their entries, proper name, and any statements made or attributed to such winner (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 world for advertising and promotional purposes in connection with this Sweepstakes without further consideration, compensation, and the winner hereby releases Sponsor from all and all claims arising out of the use of such Attributes whatsoever.

By entering this Sweepstakes, you authorize Sponsor, Administrator and each of their contractors to list your name and state on the Winners List, pending eligibility confirmation, should your entry be drawn. By entering this Sweepstakes, you agree to be bound by these Official Rules.

## 6. GENERAL CONDITIONS:

You 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 Administrator, which are final and legally binding on all matters relating to the Challenge, (ii) to waive any right to claim ambiguity in these Official Rules, and (iii) to release, indemnify and hold harmless FPL, Administrator, rbb Communications, and each of their respective affiliates, subsidiaries, agents, representatives, promotion and advertising agencies, including the Administrator, 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 this Challenge. Releasees are

not responsible for printing or typographical errors in any Challenge-related materials; for stolen, lost, late, misdirected, damaged, incomplete, inaccurate submissions, 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 you or any other person's computer relating to or resulting from participation in this Challenge or downloading any materials in this Challenge, or inability to access any web site associated with this Challenge, or process any transaction thereon. If in FPL's sole opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of this Challenge, 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 this Challenge, the Administrator or Sponsor reserves the right at their sole discretion to disqualify any individual Administrator or Sponsor believes has tampered with the Quiz process and/or void any submissions Administrator or Sponsor believes to have been submitted fraudulently, to modify or suspend this Challenge, or to terminate this Challenge and conduct a review to award the contribution using all non-suspect submissions received as of the termination date. Moreover, FPL reserves the right to rescind or change these Official Rules or this Challenge at any time without notice unless otherwise prohibited by applicable law. ANY ATTEMPT BY YOU OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CHALLENGE 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 web site associated with this Challenge via a bot script, Artificial Intelligence, 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 submissions so generated are void. This Challenge is conducted in English (which will be given its everyday ordinary meaning). By entering this Challenge, you hereby agree that (a) any and all disputes shall be resolved in the appropriate state and federal courts in the State of Florida located in West Palm Beach, Florida, exclusively, and subject to the laws of the State of Florida (and should there be a conflict between the laws of the State of Florida and any other laws, the conflict will be resolved in favor of the laws of the State of Florida), (b) you irrevocably waive any objection, which any of them may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdictions, including any objection to the laying of venue based on the grounds of forum non conveniens and any objection based on the grounds of lack of in personam jurisdiction, and (c) IN ANY LITIGATION ARISING FROM OR RELATED TO THIS CHALLENGE, YOU HERETO AND HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT YOU MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CHALLENGE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY RELATING TO THIS CHALLENGE. You may not assign, transfer or otherwise delegate any obligation you have under these Official Rules without FPL's prior written approval, which such approval may be withheld by FPL in its sole discretion. The failure of FPL to enforce, insist upon, or comply with any of the terms, conditions or covenants of these Official Rules or the Challenge, or FPL's waiver of the same in any instance or instances shall not be construed as a general waiver or relinquishment of any such terms, conditions or covenants, but the same shall be and remain at all times in full force and effect. You acknowledge that you have carefully reviewed these Official Rules, that you have been advised with regard to the subject matter hereof by your legal counsel selected by you if you so choose to seek such counsel, and that these Official Rules and any uncertainty or ambiguity herein and therein shall not be construed against FPL as drafter. Should any provision, portion or application thereof, of these

Official Rules be determined by a court of competent jurisdiction to be illegal, unenforceable or in conflict with any applicable laws, an equitable adjustment to the affected provisions of these Official Rules with a view toward effecting the purpose of these Official Rules and the validity and enforceability of the remaining provisions, portions or applications thereof, shall not be impaired.

# FPL HOUSE OF SAVINGS TEACHERS' CHALLENGE OFFICIAL RULES

## NO PURCHASE NECESSARY TO PARTICIPATE.

These Official Rules ("Official Rules") apply to the **FPL House of Savings Teachers' Challenge** (the "**Teachers' Challenge**") being conducted by Florida Power & Light Company, a Florida corporation ("**FPL**" or "**Sponsor**"), administered by Cohen-Friedberg Associates, LLC ("**Administrator**") and fulfilled by rbb Communications ("Fulfiller"). This Challenge begins Monday, July 22, 2024 at 9:01 a.m. Eastern Time ("**ET**") and ends Monday, Oct. 14, 2025 at 8:59 a.m. ET (see details below), (the "**Game Period**"). The clock on FPL's designated website will be the official timekeeper for this Challenge. **VOID WHERE PROHIBITED BY LAW OR REGULATORY ORDER.** 

NO PURCHASE, PAYMENT OR OTHER CONSIDERATION IS REQUIRED BY YOU TO PARTICIPATE IN THE HOUSE OF SAVINGS CHALLENGE. While Sponsor requests verification of status as an FPL customer during the registration process, the contest is open to all entrants who otherwise are eligible to participate, regardless of status as an FPL customer. THIS CHALLENGE IS NOT OPEN TO THE GENERAL PUBLIC. The Challenge is open only to legal residents of Florida who are twenty-one (21) years of age or older and currently employed as fulltime Educator in a Florida public Elementary, Middle School, Junior High School, or High School, grades K-12, including Charter Schools that are 50% or more publicly funded ("Entrant" or "Educator"). Home School, privately funded Charter School (less than 50% publicly funded), Private School, College or University Educators are not eligible to participate or win. Limit one prize per educator or address. Employees of Sponsor, Administrator, and each of their respective parents, affiliates, subsidiaries, advertising and promotion agencies, retailers, distributors and suppliers (collectively the " Challenge Entities"), and the immediate families (spouse, parents, children and siblings and their respective spouses, regardless of where they reside) and individuals living in the same households of any of the foregoing individuals, whether or not related, are ineligible to participate or win a prize. Subject to all applicable federal, state and local laws and regulations.

**ENTRY NOTE:** Educators are responsible for confirming whether their school has any policies or restrictions concerning participation in Challenge such as this prior to entering. The awarding of prizes is subject to such school policies. If, for any reason, any school is unable to accept a prize, including due to school policies, the prize will be forfeited and Sponsor will not have any further obligation to such school. All prizes will be awarded to the school for the benefit of the Educator's class and school.

# 1. HOW TO ENTER THE FPL HOUSE OF SAVINGS TEACHER'S CHALLENGE

Eligible entrants visit <u>https://www.fpl.com/landing/house-of-savings.html</u>, click on "PLAY NOW" to be directed to the Challenge page. Follow the prompts to play and collect points.

Enter details in the registration screen and check the "**Register for the Teacher's Challenge**" box. Entries in the Teacher's Challenge will be eliminated from the residential leaderboard and not eligible for the residential House of Savings Challenge prizes.

On another game play session, players may also enter separately for their individual households, if they meet the FPL House of Savings Challenge criteria by not checking the Teacher's Challenge box. Please note these entries will not qualify for the House of Savings Teacher's Challenge. While participants may enter both Challenges, once they win a prize, they will no longer be eligible for a second prize in either Challenge.

At the end of the Teacher's Challenge game period, the Fifty (50) Entrant's with the highest score achieved during that Game Period will win a Prize. In the case of ties, time to complete will be used as a tie-breaker. In the event of ties after that, the first to complete their entry will be selected.

Teacher's Challenge	Entry begins at 9:01	Entry Ends at 8:59	Number of Prizes to be
	a.m. ET	a.m. ET	won:
Game Period	7/22/24	10/14/24	50

No responsibility is assumed by Sponsor or the Administrator for lost, late, misdirected, illegible, incomplete, stolen, garbled or mutilated game plays or for any computer, online, telephone or technical malfunctions that may occur.

#### Notes: Any attempted form of entry other than as described herein is void.

Challenges submitted on another's behalf by any individuals or other entities, including but not limited to, commercial sweepstakes/contest subscription notification and/or entering services, will be declared invalid and disqualified for this Challenge. Tampering with the Challenge process or the operation of the Challenge is prohibited and any submissions deemed by Sponsor, at its sole discretion, to have been submitted in this manner will be void.

Sponsor reserves the right to cancel or modify the Challenge if fraud or technical failures impair the integrity of the Challenge as determined by the Sponsor, in its absolute sole discretion, and to award the Prize(s) based on eligible Challenge submissions received prior to the cancellation.

Participating via your wireless mobile device, data rates may apply according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Challenge. Mobile device service may not be available in all areas. Check your phone's capabilities for specific instructions. Sponsor is not responsible for any charges.

All Challenge submissions become the property of FPL and will not be acknowledged or returned. In the Challenge of any discrepancy between the privacy policy and these Official Rules, these Official Rules shall control and govern. Sponsor is not responsible for problems downloading or uploading any Challenge-related information to or from the web site or for any other technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, phone lines, failure of any electronic entry to be received by Sponsor on account of technical problems, traffic, congestion on the internet or the web site, or any other technical problems related to web site entries including telecommunication miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an entrant's ability to participate in this Challenge.

**3. PRIZE**: **Fifty (50) PRIZES**: Each Winner will receive a House of Savings DIY Kit containing energy saving items for the home, and a \$100 gift card to a pizza restaurant of FPL's choosing to treat the winning Educators' class to a pizza party. Approximate Retail Value of each Prize is \$250.

**4. WINNER'S LIST**: To receive the names of the Prize winners, send a self-addressed stamped envelope to: rbb Communications, 355 Alhambra Circle, Suite 800, Miami, FL 33134. Requests must be received by Oct. 14, 2024.

**5:** Notification of Winners: Potential winner will be notified by the Fulfillment Agency at the email address registered in the game form within two (2) business days after the end of the House of Savings Teacher's Challenge on Oct. 14, 2024. Potential winners must reply and confirm the name of the school they teach at and are listed within that schools' directory, within three (3) business days after receiving the administrator's email. Otherwise, they will forfeit their prize and the administrator will award the prize to the next eligible winner.

Once chosen, each prize winner will be sent his or her prize via postal mail or express service, whichever is appropriate as determined by the Sponsor or Administrator. The Prize will be forfeited if the winner is in non-compliance with these Official Rules or if selected potential winner cannot be contacted, provides incorrect email or mailing address, is ineligible, fails to claim the Prize, or if the Prize notification or Prize is returned as undeliverable. In that event, an alternate winner will be selected who has the next highest score in the fastest time. Acceptance of the Prize by the winner constitutes permission by such person for Sponsor to use the winner's name, voice, likeness, and prize won along with his or her address (city and state) and the right to use and publish their entries, proper name, and any statements made or attributed to such winner (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 world for advertising and promotional purposes in connection with this Sweepstakes without further consideration, compensation, and the winner hereby releases Sponsor from all and all claims arising out of the use of such Attributes whatsoever.

By entering this Sweepstakes, you authorize Sponsor, Administrator and each of their contractors to list your name and state on the Winners List, pending eligibility confirmation, should your entry be drawn. By entering this Sweepstakes, you agree to be bound by these Official Rules.

## 6. GENERAL CONDITIONS:

You 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 Administrator, which are final and legally binding on all matters relating to the Challenge, (ii) to waive any right to claim ambiguity in these Official Rules, and (iii) to release, indemnify and hold harmless FPL, Administrator, rbb Communications, and each of their respective affiliates, subsidiaries, agents, representatives, promotion and advertising agencies, including the Administrator, 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 this Challenge. Releasees are not responsible for printing or typographical errors in any Challenge-related materials; for stolen, lost, late, misdirected, damaged, incomplete, inaccurate submissions, 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 you or any other person's computer relating to or resulting from participation in this Challenge or downloading any materials in this Challenge, or inability to access any web site associated with this Challenge, or process any transaction thereon. If in FPL's sole opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of this Challenge, 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 this Challenge, the Administrator or Sponsor reserves the right at their sole discretion to disgualify any individual Administrator or Sponsor believes has tampered with the Quiz process and/or void any submissions Administrator or Sponsor believes to have been submitted fraudulently, to modify or suspend this Challenge, or to terminate this Challenge and conduct a review to award the contribution using all non-suspect submissions received as of the termination date. Moreover, FPL reserves the right to rescind or change these Official Rules or this Challenge at any time without notice unless otherwise prohibited by applicable law. ANY ATTEMPT BY YOU OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CHALLENGE 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 web site associated with this Challenge via a bot script, Artificial Intelligence, 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 submissions so generated are void. This Challenge is conducted in English (which will be given its everyday ordinary meaning). By entering this Challenge, you hereby agree that (a) any and all disputes shall be resolved in the appropriate state and federal courts in the State of Florida located in West Palm Beach, Florida, exclusively, and subject to the laws of the State of Florida (and should there be a conflict between the laws of the State of Florida and any other laws, the conflict will be resolved in favor of the laws of the State of Florida), (b) you irrevocably waive any objection, which any of them may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdictions, including any objection to the laying of venue based on the grounds of forum non conveniens and any objection based on the grounds of lack of in personam iurisdiction. and (c) IN ANY LITIGATION ARISING FROM OR RELATED TO THIS CHALLENGE, YOU HERETO AND HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT YOU MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CHALLENGE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY RELATING TO THIS CHALLENGE. You may not assign, transfer or otherwise delegate any obligation you have under these Official Rules without FPL's prior written approval, which such approval may be withheld by FPL in its sole discretion. The failure of FPL to enforce, insist upon, or comply with any of the terms, conditions or covenants of these Official Rules or the Challenge, or FPL's waiver of the same in any instance or instances shall not be construed as a general waiver or relinquishment of any such terms, conditions or covenants, but the same shall be and remain at all times in full force and effect. You acknowledge that you have carefully reviewed these Official Rules, that you have been advised with regard to the subject matter hereof by your legal counsel selected by you if you so choose to seek such counsel, and that these Official Rules and any uncertainty or ambiguity herein and therein shall not be construed against FPL as drafter. Should any provision, portion or application thereof, of these Official Rules be determined by a court of competent jurisdiction to be illegal, unenforceable or in conflict with any applicable laws, an equitable adjustment to the affected provisions of these Official Rules with a view toward effecting the purpose of these Official Rules and the validity and enforceability of the remaining provisions, portions or applications thereof, shall not be impaired.

## Challenge sponsored solely by:

Florida Power & Light Company 700 Universe Blvd Juno Beach, FL 33408

#### Challenge administration by:

Cohen-Friedberg Associates, LLC Falmouth, MA 02536 www.cfapromo.com

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ly with any of the terms, conditions or covenants of these Official Rules or the Challenge, or FPL's waiver of the same in any instance or instances shall not be construed as a general waiver or relinquishment of any such terms, conditions or covenants, but the same shall be and remain at all times in full force and effect. You acknowledge that you have carefully reviewed these Official Rules, that you have been advised with regard to the subject matter hereof by your legal counsel selected by you if you so choose to seek such counsel, and that these Official Rules and any uncertainty or ambiguity herein and therein shall not be construed against FPL as drafter. Should any provision, portion or application thereof, of these Official Rules be determined by a court of competent jurisdiction to be illegal, unenforceable or in conflict with any applicable laws, an equitable adjustment to the affected provisions of these Official Rules with a view toward effecting the purpose of these Official Rules and the validity and enforceability of the remaining provisions, portions or applications thereof, shall not be impaired.

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