

## Champion Energy Connect-A-Friend Customer Referral Program



### Terms and Conditions

Champion Energy is pleased that you are participating in the Champion Energy 2012 Connect-A-Friend Customer Referral Program ("Program"). This Program pertains specifically to current Champion Energy residential or commercial customers (referred to herein as "Participant(s)") referring other residential or commercial customers (referred to herein as "Customer(s)") in Texas, Illinois, New Jersey and Pennsylvania where electric competition is available and where Champion Energy offers service. Your participation in the Program is strictly subject to the Program Terms and Conditions ("Program Terms"). If you have any questions about these terms and conditions or any other policies or terms applicable to your involvement in the Program, please e-mail us at [affinity@championenergyservices.com](mailto:affinity@championenergyservices.com).

### Program Summary

Participants must be in good standing to be eligible to participate in the Program. To be considered in good standing, the Participant must have an active residential or commercial account with Champion Energy and be current on all payments. Champion Energy will reward Participants through bill credits based on the number of new Customers you, as a Participant, refer to Champion Energy who become active Champion Energy Customers, as further specified below (hereinafter referred to as a "Qualified Referral"). This Program is effective until terminated by Champion Energy.

### Participant Acceptance/Termination

Champion Energy will make all determinations regarding the eligibility of Program Participants and Qualified Referrals made by such Participants. Champion Energy may terminate your participation in the Program or cancel the entire Program at any time for any reason or no reason.

### Qualified Referrals & Bill Credits

A Qualified Referral must meet the following criteria to be determined eligible to become a Champion Energy Customer:

- (i) Be a new Customer of Champion Energy
  - a) A residential customer is considered new to Champion Energy if he/she is not currently receiving his/her electricity supply from Champion Energy;
  - b) A commercial customer is considered new to Champion Energy if the corporate entity is not currently receiving its electricity supply from Champion Energy.
- (ii) Satisfy all Champion Energy Customer enrollment requirements;
- (iii) Enroll with Champion Energy online via the Champion Energy Services website found at [www.championenergyservices.com](http://www.championenergyservices.com) and enter the Program Participant's valid Referral ID in the Referral ID field (for residential enrollments) or enter the valid Referral ID in the Promotion Code field (for commercial enrollments); and
- (iv) Continue to receive electric service from Champion Energy for a minimum of 60 consecutive days.

Participants will be issued a bill credit for each Qualified Referral meeting the criteria detailed above. Bill credits will at no time be redeemable for cash refund. The amount of such bill credits will be determined based upon Champion Energy's current offer at the time of the Qualified Referral's enrollment with Champion Energy and the state where the

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Qualified Referral receives its electric supply. Such credit will be applied to Participant’s bill as soon as practicable following Champion Energy’s determination that a potential Qualified Referral has met all requirements and will typically be posted to your account within 30 days of the Qualified Referral commencing service with Champion Energy. If the potential Qualified Referral does not continue to receive electric service from Champion Energy for 60 consecutive days, Champion Energy reserves the right to recover the bill credit by imposing a charge equal to the amount of the credit on a future bill. Your Qualified Referral will receive their bill credit after 60 days of receiving service as a Customer of Champion Energy.

By participating in the Program, you, as the Participant agree that Champion Energy shall make the final determination as to whether any potential Qualified Referral meets all requirements to be considered a Qualified Referral. Once participants earn over \$599 per calendar year, they will be required to fill out a W-9 form for tax purposes. Qualified Referrals are not eligible for any other promotion when enrolling using a valid Referral ID of a Program Participant.

Application of bill credits earned may be delayed if the amount of the charges for the month does not meet or exceed the amount of the pending bill credit for the month.

Champion Energy reserves the right to provide Program Participant with an alternative to bill credits such as a gift card or other form of tender of equal value.

Program Bill Credits are as follows:

You (Referring Customer) Located in	New Customer Located in							
	Illinois		Pennsylvania		New Jersey		Texas	
	You Receive	Your Referral Receives	You Receive	Your Referral Receives	You Receive	Your Referral Receives	You Receive	Your Referral Receives
Illinois	\$25	\$25	\$10	\$10	\$25	\$25	\$25	\$25
Pennsylvania	\$25	\$25	\$10	\$10	\$25	\$25	\$25	\$25
New Jersey	\$25	\$25	\$10	\$10	\$25	\$25	\$25	\$25
Texas	\$25	\$25	\$10	\$10	\$25	\$25	\$25	\$25

**Confidentiality**

In connection with your participation in the Program, you may receive confidential and proprietary information from Champion Energy, including sensitive customer data (“Information”). You agree to maintain all such information in strict confidence and agree to not disclose such Information except as necessary in connection with your participation in the Program. In addition, by participating in the Program, you authorize Champion Energy to release Information regarding your account to potential Qualified Referrals as necessary to enroll those customers with Champion Energy.

**Independent Contractor Relationship**

Your participation in the Program does not authorize you to act on Champion Energy’s, its parent’s or their respective affiliates’ behalf. Nothing herein is intended or will be construed to constitute or imply a joint venture, employer-

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employee relationship, partnership or association between you and Champion Energy, its parent or their respective affiliates. By participating in the Program, you acknowledge that you do so at your own risk and as an independent contractor and that Champion Energy is not directing how you perform your obligations hereunder.

### **Trademarks**

Other than the materials provided to you through the Champion Energy Services website in connection with your participation in the Program, your status as a Participant in the Program does not entitle you to use any trademarks, copyrighted materials, patents, names, logos or other intellectual property owned or licensed by Champion Energy, its parent or their respective affiliates.

### **Indemnification**

By participating in the Program, you agree to and will indemnify and hold Champion Energy, its parent and their respective affiliates harmless from and against any and all damages, costs, expenses, claims or liabilities of any kind, including third party claims, whether pending or threatened, including without limitation, attorneys' fees and court costs, incurred by any of them arising out of or related to your participation in the Program or breach of these Program Terms.

### **Warranty Disclaimers; Limitation of Liability**

YOU EXPRESSLY AGREE THAT YOUR PARTICIPATION IN THE PROGRAM IS AT YOUR OWN RISK. THE PROGRAM IS MADE AVAILABLE TO YOU ON AN "AS IS" BASIS WITHOUT WARRANTY OR ANY KIND, EXPRESS OR IMPLIED. NEITHER CHAMPION ENERGY, ITS PARENT OR ANY OF THEIR AFFILIATES, THROUGH THESE PROGRAM TERMS, MAKES ANY WARRANTY REGARDING THE PROGRAM, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL CHAMPION ENERGY, ITS PARENT OR ANY OF THEIR AFFILIATES BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, REVENUE, USE, OR DATA AS A RESULT OF CLAIMS, WHETHER BROUGHT IN CONTRACT OR TORT, ARISING OUT OF OR CONNECTED WITH THESE PROGRAM TERMS OR THE PROGRAM, EVEN IF CHAMPION ENERGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **Amendments**

Champion Energy reserves the right at any time and in its sole discretion to cease to proceed with all or any part of this Program or to alter, change, modify or assign the terms or content of this program. If any of the Program Terms are varied or amended in any way by Champion Energy, Champion Energy will promptly publish such variation or amendment on the Champion Energy website at <http://www.championenergyservices.com>. All previous offers regarding Program terms and conditions will no longer be valid. Bill credits or other payment amounts are subject to change at any time. Additional restrictions may apply.

### **Acceptance and Jurisdiction**

By participating in the Program, you agree that you have read, understand and will abide, and be bound, by these Program Terms. These Program Terms shall be governed in all respects in accordance with the laws of the State of Texas without regard to the conflict or choice of law rules thereof. The federal and state courts located in Harris County,

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Houston, Texas shall have exclusive jurisdiction over any dispute arising hereunder and by participating in the Program you consent to same.

**General**

You may not assign the right to participate in the Program to any other party. Champion Energy may assign these Program Terms or assign or delegate any of its rights or responsibilities hereunder to independent contractors or other third parties. Champion Energy shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and executed by an authorized representative of Champion Energy. No delay or omission by Champion Energy in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.