

Refer-a-Therm® program

OFFICIAL RULES

These Official Rules apply to the Refer-a-Therm® (“**Program**”) being conducted and administered by FPL Energy Services, Inc. (“**FPLES**”). This Program ends on December 31, 2015, at 11:59 PM (EDT) (the “**Program Period**”).

SUMMARY:

Under this Program, each eligible Referrer and eligible Referee (as defined below) will receive a \$75 FPLES Visa® Prepaid Card (hereafter referred to as “Award Card” or “Card”) in the event that (i) Referrer recommends the retail natural gas supply services of FPLES to a Referee, (ii) the Referee utilizes FPLES’ website, contacts FPLES Customer Service or a FPLES salesperson (collectively “Representative”) and provides the Representative with promotional code “Refer-a-Therm”, the Referrer’s FPLES account number and the name of the Referrer, and (iii) the Referee signs a new supply agreement for retail natural gas supply services with FPLES for at least a 12-month period commencing from the service initiation date.

ELIGIBILITY:

A Referrer must be an existing customer of the retail natural gas supply services of FPLES that is in good standing with FPLES.

A Referee must be a prospective new retail natural gas customer of FPLES not currently served by FPLES and may not be an Affiliate of Referrer.

Consultants and independent contractors of FPLES are not eligible to participate in the program.

Affiliate means, in relation to an entity, any other entity which directly or indirectly controls, or is controlled by, or is under common control with, such entity. Control means (i) the possession, directly or indirectly, of the power to direct or cause the direction of management and policies of an entity, whether through the ownership of voting securities, as a trustee or executor, by contract or credit arrangement, or otherwise; or (ii) the ownership of more than 50% of the voting equity interest in an entity.

RECEIPT OF AWARD CARD:

Within 8 weeks of the execution of a new supply agreement for retail natural gas supply services between FPLES and Referee, FPLES will deliver an Award Card to both Referee and Referrer by standard U.S. mail to the address of Referee and Referrer on record with FPLES, or will hand-deliver the Award Cards to Referee and Referrer. FPLES is under no obligation to replace any lost or stolen Award Card.

PROGRAM GENERAL RULES:

The Award Card may not be used by Referee or Referrer to pay any portion of fees relating to a supply agreement for retail natural gas supply services with FPLES. By entering the Program, entrants agree to abide by these Official Rules and the decisions of FPLES, which are final. FPLES reserves the right, in its sole discretion to interpret, amend, adjust, change, suspend or discontinue the Program or these Official Rules without prior notice. FPLES reserves the right to determine, in its sole discretion, eligibility for the Program and eligibility of Referee and Referrer.

TAX INFORMATION:

Referrer and Referee shall be solely liable for any applicable taxes imposed by any governmental authority with respect to receipt of the Award Card, or purchases made with the Award Card. FPLES will file any required forms with the Internal Revenue Service.

APPLICABLE LAWS:

The Program 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 FPLES with respect to any term or provision of the Program 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. ENTRANT 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 PROGRAM.

AWARD DISCLAIMERS:

FPLES shall not be responsible or liable to Referee or Referrer for any losses, damages or costs incurred as a result of use of an Award Card in connection with the Program. By acceptance, possession, or use of any Award Card, Referrer and Referee agree to release and hold harmless FPLES, its Affiliates, and their respective employees, officers, directors, shareholders, agents, and representatives harmless from any and all losses, damages, rights, claims and actions of any kind in connection with the acceptance, possession, or use of any Award Card, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy. THE AWARD CARD IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND BY FPLES, WHETHER EXPRESS OR IMPLIED BY LAW, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY.

Award card is issued by MetaBank™, Member FDIC, pursuant to a license from Visa U.S.A. Inc. Cards are issued in connection with a loyalty, award or promotion program. Card does not have cash access and can be used at any merchants that accept Visa debit cards. Card valid for up to 12 months, funds do not expire and may be available after card expiration date, subject to applicable law. Card will be issued in the name of the eligible Referrer and Referee and is not transferable; cannot be issued to minors. Country restrictions apply and are subject to change. Card terms, conditions, and limitations apply; monthly card account management and post-expiration re-issuance fees may apply see MyPrepaidCenter.com/site/visa-univ for details.

Sponsored and administered by:



FPL Energy Services, Inc.
6001 Village Boulevard
West Palm Beach, FL 33407