

DUKE ENERGY PROGRESS, LLC
OFFICIAL HOLIDAY LIGHTS GIVEAWAY RULES
NO PURCHASE NECESSARY

ELIGIBILITY: Eligibility for Duke Energy Progress, LLC EnergyWise® Home Giveaway (the “Giveaway”) is limited as follows. Each individual entering the promotion (each, a “Participant”) must: comply fully with these Official Holiday Lights Giveaway Rules; be at least eighteen (18) years old; reside in Duke Energy Progress, LLC’s service territory in North Carolina or South Carolina (the “Service Area”); and have an active electricity account with Duke Energy Progress, LLC. All applicable federal, state and local laws and regulations apply. Void where prohibited or restricted. This is a giveaway only and is not a sweepstakes.

SPONSOR: Duke Energy Progress, LLC. The term Sponsor includes Sponsor’s designee(s), if any, to administer the Giveaway. Sponsor’s principal place of business is 410 South Wilmington Street, Raleigh, N.C. 27601.

PROMOTION PERIOD: The Giveaway begins on October 31, 2015, and ends on the earlier of December 5, 2015, at 5:00 p.m. U.S. Eastern time or the date when the supply of Giveaways has been depleted (the “Giveaway Period”).

HOW TO ENTER THE GIVEAWAY: A Participant may both enroll in EnergyWise Home and enter the Giveaway by: i) enrolling in EnergyWise Home through returning a completed EnergyWise Home business reply card that was attached to the enrollment letter received in the mail; ii) enrolling in EnergyWise Home online at www.duke-energy.com/holidaylights; or iii) calling 866.541.8886 to enroll in EnergyWise. Alternatively, a Participant may choose not to enroll in EnergyWise Home but may receive the Giveaway only by mailing the Participant’s name, address and Duke Energy Progress account number to EnergyWise Home Program at P.O. Box 1550, West Chester, OH 45071-9733. Participants who choose this last option to provide their information and therefore choose not to enroll in EnergyWise will receive the giveaway only and not be enrolled in the EnergyWise Home Program. The Participants’ information provided will thereafter be used only for the Giveaway and not to participate in the EnergyWise Home Program. Sponsor reserves the right to determine, in its sole discretion, if an entry is eligible for the Giveaway. Sponsor will not verify receipt of entry. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible or misdirected responses, which are void. Limit of one Giveaway per account. No purchase is necessary.

GIVEAWAY: A strand of fifty (50) light-emitting diode (LED) holiday lights, while supplies last; estimated retail value of \$10. Sponsor will ship the Giveaway, at no charge, to the Participant at his/her address. The estimated retail value is subject to change based on, among other things, normal price fluctuations associated with the consumer marketplace. No substitution or transfer of Giveaway or cash equivalent is permitted. The Giveaway is available only while supplies last. Approximately 1,800 strands of lights are available. The Participant understands and agrees that all prize winners are solely responsible for all taxes, permits or other fees associated with prize receipt.

AGREEMENT TO OFFICIAL HOLIDAY LIGHTS GIVEAWAY RULES: By participating in the Giveaway, each Participant affirms that he/she has read and fully and unconditionally agrees to and accepts these Official Holiday Lights Giveaway Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Giveaway. Award of any Giveaway under the Official Holiday Lights Giveaway Rules is contingent upon fulfilling all requirements of these Official Holiday Lights Giveaway Rules.

GENERAL RULES: The Giveaway is subject to all applicable federal, state and local laws and regulations and is void where prohibited by law. Each Participant is eligible to submit only one (1) entry. Proof of submission of an entry is not proof of receipt of the entry by Sponsor. Sponsor reserves the right to cancel or modify the Giveaway or these Official Holiday Lights Giveaway Rules if fraud, technical failures or any other factor beyond Sponsor’s reasonable control impairs the integrity of the Giveaway, as determined by Sponsor in its sole and absolute discretion. Sponsor assumes no responsibility for electronic hardware, programming or software malfunctions, or failures, or line connections, accessibility or availability, or technical failures of any kind, or unauthorized human intervention, or the incorrect or inaccurate capture of any entry or other information, or for the failure to capture any such information. Sponsor reserves the right in its sole and absolute discretion to disqualify any Participant if Sponsor determines that such Participant has tampered with the entry process or the operation of the Giveaway or has acted in violation of these Official Holiday Lights Giveaway Rules or acted in connection with the Giveaway in an inappropriate, indecent or obscene manner, as determined by Sponsor in its sole and absolute discretion. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Giveaway is in violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor’s failure to enforce any term of these Official Holiday Lights Giveaway Rules shall not constitute a waiver of that provision.

RELEASE: By participating in this Giveaway, Participant irrevocably releases, and agrees to hold harmless, the Sponsor, its parent, subsidiaries, designees, affiliates, agents, agencies, officers, directors, employees, representatives, agents and assigns (collectively, the "Released Parties") from and against any and all rights, claims and causes of action whatsoever that they may have, or which may arise, against any of them for any liability for any matter, cause or thing whatsoever, including but not limited to any injury, loss, damage, whether direct, indirect, compensatory, incidental, exemplary, punitive or consequential, to persons, including death and property arising whole or in part, directly or indirectly, from their acceptance, possession, use or misuse of the Giveaway, or their participation in the Giveaway, or their participation in any Giveaway-related activity, as well as claims based on defamation and infringement of any other individual's or entity's rights, including, without limitation, contractual rights, rights of publicity and privacy, trademark, copyright and patent rights.

LIMITATIONS OF LIABILITY: The Released Parties are not responsible for: any incorrect or inaccurate information, whether caused by Participants, printing errors or by any of the equipment or programming associated with or utilized in the Giveaway; technical failures of any kind, including, but not limited to, malfunctions, interruptions or disconnections in phone lines or network hardware or software; unauthorized human intervention in any part of the entry process or the Giveaway; technical or human error which may occur in the administration of the Giveaway or the processing of entries; any damage, delay, harm or violation of any of these Official Holiday Lights Giveaway Rules caused by, directly or indirectly, any condition or cause reasonably beyond the Sponsor's control, including, but not limited to, any act of God, law, regulation (or other governmental restriction), economic recession or depression, war, invasion, act of terrorism, natural or man-made disaster, insurrection, riot or strike (or other labor stoppage or disruption); any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Participant's participation in the Giveaway or receipt or use of the Giveaway or while traveling to or from any Giveaway-related activity; or liability in connection with the Giveaway. If for any reason a Participant's entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, Participant's sole remedy is to submit another entry in the Giveaway during the Giveaway Period. Participant also acknowledges that the Released Parties have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law relative to any prize or this Giveaway including but not limited to quality, condition or fitness for a particular purpose.

DISPUTES: Except where prohibited, by participating in the Giveaway, Participant irrevocably agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Giveaway shall be resolved individually, without resort to any form of class action, and exclusively under the laws of the State of North Carolina and the Eastern District of North Carolina for federal matters and the State Courts of Wake County, North Carolina, for state matters. Participant accepts and submits himself or herself to the exclusive jurisdiction and venue of the aforesaid courts in personam with respect to any such action, suit or proceeding, and waives any claim that such forum is inconvenient or any similar claim. Further, Participant expressly agrees that any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Giveaway, but in no event shall include attorneys' fees or other costs associated with such claim, judgment or award and that under no circumstances will Participant be permitted to obtain any judgment or award for, and Participant hereby waives all rights to, punitive, incidental and consequential damages, and any other damages, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Holiday Lights Giveaway Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Giveaway shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the State of North Carolina. PARTICIPANT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS GIVEAWAY.

NOTIFICATION SYSTEM: Please contact the Sponsor at 866.541.8886 or send a written request to 410 South Wilmington Street, Raleigh, N.C. 27601 to request more information or to be removed from future survey or giveaway offers.