

Xcel Energy Services Inc.
“2021 Day of Service Sweepstakes”
Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT WILL NOT INCREASE OR IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. INTERNET ACCESS REQUIRED.

EACH WINNER MAY BE REQUIRED TO PARTICIPATE IN THE PRIZE FULFILLMENT PROCESS AND SIGN DOCUMENTATION, SUCH AS A RELEASE, WITHIN 10 DAYS, AS MORE FULLY DETAILED BELOW.

BY ENTERING THE SWEEPSTAKES YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR (DEFINED BELOW) FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. ELIGIBILITY. The Xcel Energy **2021 Day of Service Sweepstakes** (the “Sweepstakes”), sponsored by Xcel Energy Services Inc. (“Sponsor”), is open only to entrants who, as of the entry date, are legal residents of the State of Colorado (“CO”), Minnesota (“MN”), and Wisconsin (“WI”) who are at least eighteen (18) years old. The Sweepstakes is void outside the Territory and where prohibited by law.

2. TIMING. The Sweepstakes begins at 12:00:01 a.m. Mountain Time (“MT”) on **August 1, 2021**, and ends at 11:59:59 p.m. MT on **September 11, 2021** (the “Entry Period”).

3. HOW TO ENTER. There are two (2) ways to enter the Sweepstakes: automatically when responding to the survey or via a mail-in postcard.

a. TO ENTER ELECTRONICALLY: During the Entry Period, eligible participants who are current Xcel Energy employees and any individuals who participated in the 2021 Day of Service by downloading the Good Energy Pledge card and providing all required information within the Entry Period.

b. TO ENTER BY MAIL: During the Entry Period, eligible participants may enter this Sweepstakes by mail. To enter by mail, on a 3” x 5” card hand print (in black or blue ink) your first and last name, complete address including zip code (no P.O. Boxes), daytime telephone number with area code, and email address, and mail the completed card in a first-class postage-paid envelope to: “2021 Day of Service Sweepstakes,” c/o Xcel Energy Services Inc., c/o Xcel Energy Services Inc., c/o Social Investments, 1800 Larimer St. Suite 1100, Denver, CO 80202. All mail-in entries must be postmarked during the Entry Period and received by Sponsor no later than September 22, 2021. A mail-in entry is “received” for the purposes of this Sweepstakes when Sponsor or its authorized representative actually receives the completed entry card with all required information.

c. FOR ALL ENTRIES: LIMIT: One (1) entry per person (regardless of method of entry), and per address (physical or email) in the Sweepstakes. Entries may not be acknowledged and will not be returned. Only entries actually received by Sponsor in accordance with the deadlines set forth above will be considered in this Sweepstakes; other proof of submission will not be deemed to be proof of receipt of entry by Sponsor. Any attempt made to submit entries in excess of any stated limit or otherwise in violation of these Official Rules (including by using multiple or false contact information or otherwise) may be disqualified. Sponsor’s clock will be the official timekeeper for this Sweepstakes. Entries that are (i) forged, altered, incomplete, lost, late, illegible, unintelligible, duplicated, misdirected, mutilated, illegitimate, garbled or postage-due; (ii) generated by a macro, bot, or other automated means; or (iii) submitted with intent to subvert the entry process will not be accepted and are void. Those who do not provide the required information or abide by these Official Rules and other instructions of Sponsor and its representatives may, in Sponsor’s sole discretion, be disqualified and any associated entry void. Entries or

participation made on behalf of any other individual or any entity or group, or originating at any online service other than those described above (including, without limitation, through commercial promotion subscription, notification, or entering services) will be declared invalid and disqualified for this Contest. In the event of a dispute as to the identity of an entrant, the authorized account holder of the email address submitted with the disputed entry will be deemed to be the entrant, but only if that person satisfies the eligibility requirements, otherwise the entry will be disqualified. Potential winners may be required to show proof of being the authorized account holder. The “authorized account holder” is the natural person assigned to an email address by an online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted email address (e.g. an educational institution, business, or ISP). If a dispute regarding the identity of an entrant cannot be resolved to Sponsor’s satisfaction, the entry will be deemed ineligible. As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Sweepstakes and complying with applicable laws, regulations, and rules.

4. AGREEMENT TO OFFICIAL RULES AND DECISIONS. By participating in the Sweepstakes, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Sponsor (including, without limitation, interpretation of these Official Rules, decisions regarding eligibility of entries, the selection of the winners, and the awarding of the prizes), which are final and binding in all respects.

5. DRAWING; ODDS; NOTIFICATION. On or before 9/28/2020, Sponsor or its designated representative (whose decisions regarding the random drawing will be final) will randomly select two (2) potential winners from each state from among all eligible entries received by Sponsor through all methods of entry. Odds of winning a prize depend on the number of eligible entries received by Sponsor in the Sweepstakes. Potential winners will be notified by phone, mail, and/or email (as determined by Sponsor in its sole discretion) within approximately 10 days after the winner selection. Potential winners may be required to execute, have notarized (if applicable), and return to Sponsor an Affidavit of Eligibility, a Liability Release, and, except where prohibited by law, a Publicity Release, as well as tax documents (collectively, the “**Prize Winner Documents**”) (any or all of which may require the winner to provide his or her Social Security Number), without alteration and in the form provided by Sponsor in order to claim his/her prize. The Prize Winner Documents must be returned to Sponsor by the date and/or time indicated within the Prize Winner Documents and are subject to verification. If (i) any potential winner cannot be contacted or does not respond as instructed within seventy-two (72) hours of the first attempt to contact him/her, (ii) any potential winner fails to return the Prize Winner Documents within the specified time, (iii) any prize or prize notification is returned as undeliverable, (iv) any potential winner is found to be ineligible, or (v) any potential winner does not comply with the Official Rules, then the potential winner may, in Sponsor’s sole discretion, be disqualified and an alternate winner selected by Sponsor. Sponsor reserves the right to modify the notification procedures in connection with the selection of any alternate potential winner, if any. The prizes, if legitimately claimed, will be awarded. Sponsor will not be obligated to pursue more than three (3) alternate winners (time permitting) for any prize for any reason, after which that prize may go unawarded.

6. PRIZE.

*Six (6) winners, two (2) winners per state, subject to verification, will receive a prize, which consists solely of one (1) \$500 donation to an authorized nonprofit of choice available at [Volunteerism \(xcelenergy.com\)](http://Volunteerism(xcelenergy.com)). No transfers, prize substitutions, or cash redemptions will be made, except at Sponsor’s sole discretion. The approximate retail value (“**ARV**”) of all prizes is \$3,000 USD.*

All prize details not specified in these Official Rules will be determined by Sponsor in its sole discretion. Any taxes (federal, state, and local) and all costs and expenses associated with prize acceptance or use and not specified in these Official Rules as being part of the prize will be the sole responsibility of each winner. Each winner may be issued a 1099 and related tax forms for the actual value of the prize. No more than the stated prize will be awarded. Sponsor will not replace any lost, mutilated, or stolen prize or prize elements or any prize that is undeliverable or does not reach any winner because of an incorrect or changed address. If a designated nonprofit does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and Sponsor will have no further obligation with respect to that prize or portion of the prize. No transfers, prize substitutions, or cash redemptions will be made, except at Sponsor’s sole discretion. Each winner is strictly prohibited from selling, auctioning, trading, or otherwise transferring any part of the prize, except with Sponsor’s permission, which may be granted or withheld for

any reason in its sole discretion. Any mailed prize elements will only be mailed or otherwise provided to the applicable verified nonprofit's address in the Territory, unless Sponsor, in its sole discretion, agrees otherwise. Sponsor reserves the right to substitute any prize or portion thereof with another prize or portion thereof of equal or greater value for any reason, including unavailability of the stated prize. Each entrant waives the right to assert as a cost of winning any prize any and all costs of verification and redemption or travel to claim the prize and any liability and publicity which might arise from claiming or seeking to claim said prize.

7. LIMITATION OF LIABILITY. EACH ENTRANT AGREES TO RELEASE, HOLD HARMLESS, AND INDEMNIFY EACH OF THE RELEASED PARTIES FROM AND AGAINST ANY LIABILITY WHATSOEVER FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH THE ACCEPTANCE, USE, MISUSE, OR AWARDED OF THE PRIZE OR WHILE PREPARING FOR, PARTICIPATING IN, AND/OR TRAVELING TO OR FROM ANY PRIZE- OR SWEEPSTAKES-RELATED ACTIVITY INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, LOSS, DEATH OR ACCIDENT TO OR OF PERSON OR PROPERTY. WINNER AGREES THAT THE PRIZE IS PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

8. ADDITIONAL DISCLAIMERS. The Released Parties are not responsible and/or liable for any of the following, whether caused by a Released Party, the entrant, or by human error: entries that are submitted by illegitimate means (such as, without limitation, by an automated computer program) or entries in excess of any stated limit; any lost, late, incomplete, illegible, unintelligible, garbled, mutilated, or misdirected entries, email, mail, or Sweepstakes-related correspondence or materials or postage-due mail; any error, omission, interruption, defect or delay in transmission or communication; viruses or technical or mechanical malfunctions; interrupted or unavailable cable or satellite systems; errors, typos, or misprints in these Official Rules, in any Sweepstakes-related advertisements, or other materials; failures of electronic equipment, computer hardware, or software; lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications or entry information. Released Parties are not responsible for electronic communications that are undeliverable or do not reach entrant as a result of any form of active or passive filtering of any kind or insufficient space in a potential winner's email or voice mail inbox to receive messages. Released Parties are not responsible, and may disqualify you, if your email address or other contact information does not work or is changed without prior written notice to Sponsor. Without limiting any other provision in these Official Rules, Released Parties are not responsible or liable to any entrant or winner (or any person claiming through such entrant or winner) for failure to supply the prize or any part thereof in the event that any of the Sweepstakes activities or Released Parties' operations or activities are affected by any cause or event beyond the sole and reasonable control of the applicable Released Party (as determined by Sponsor in its sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

9. GENERAL RULES. By entering the Sweepstakes (except where prohibited by law), each entrant grants the Released Parties the irrevocable, sublicensable, absolute right and permission to use, publish, post or display his or her name, likeness, photograph, voice, prize information, biographical information, any quotes attributable to him or her and any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Released Parties' sole discretion) for advertising, trade, promotional and publicity purposes without further obligation or compensation of any kind to him or her, anywhere worldwide, in any medium now known or hereafter discovered or devised (including, without limitation, on the Internet), without any limitation of time, and without notice, review, or approval and each entrant releases all Released Parties from any and all liability related thereto. Nothing contained in these Official Rules obligates Sponsor to make use of any of the rights granted herein and winner waives any right to inspect or approve any such use.

Sponsor's decisions will be final in all matters relating to this Sweepstakes, including interpretation of these Official Rules, determination of the winners, and awarding of the prizes. All entrants, as a condition of entry, agree to be bound by these Official Rules and the decisions of Sponsor, which are final. Failure to comply with these Official Rules may result in disqualification from this Sweepstakes. Participants further agree to not damage or cause interruption of the Sweepstakes and/or prevent others from using the Sweepstakes. Sponsor reserves the right to restrict or void entries or participation from any IP address if any suspicious entry and/or participation is detected. Sponsor reserves the right, in its sole discretion, to void entries of any entrant who Sponsor believes has attempted to tamper with or impair the administration, security, fairness, or proper play of this Sweepstakes. Sponsor's failure to or decision not to enforce any provision in these Official Rules will not constitute a waiver of that or any other provision. In the event there is an alleged or actual ambiguity, discrepancy, or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials and/or these Official Rules (including any alleged discrepancy or inconsistency within these Official Rules), it will be resolved by Sponsor in its sole discretion. Entrants waive any right to claim ambiguity in the Sweepstakes or these Official Rules. If Sponsor determines, at any time and in its sole discretion, that a winner or potential winner is disqualified, ineligible, in violation of these Official Rules, or engaging in behavior that Sponsor deems obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, or harass any other person, Sponsor reserves the right to disqualify that winner or potential winner, even if the disqualified winner or potential winner may have been notified or displayed or announced anywhere. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor disclaims any liability for damage to any computer system resulting from participation in, or accessing or downloading information in connection with, this Sweepstakes. If the Sweepstakes is not capable of running as planned for any reason, Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Sweepstakes and award the prizes from eligible entries received prior to cancellation, modification, or suspension or as otherwise deemed fair and appropriate by Sponsor. If any person supplies false information, obtains entries by fraudulent means, or is otherwise determined to be in violation of these Official Rules in an attempt to obtain any prize, Sponsor may disqualify that person and seek damages from him or her and that person may be prosecuted to the full extent of the law. If a dispute regarding an entry cannot be resolved to Sponsor's satisfaction, in its sole discretion, the entry will be deemed ineligible. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES VIOLATES CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY PARTICIPANT MAKING SUCH ATTEMPT AND MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

10. DISPUTES/GOVERNING LAW. Except where prohibited, as a condition of participating in this Sweepstakes, each entrant agrees that any and all disputes that cannot be resolved between the entrant and any Released Party, claims and causes of action arising out of or connected with this Sweepstakes (including a prize awarded or the determination of a winner) must be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will an entrant be permitted or entitled to obtain (and hereby waives all rights to seek or claim) injunctive, equitable, or other non-monetary relief or awards for punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (if any), not to exceed ten dollars (\$10), and entrant further waives all rights to have damages multiplied or increased.

THIS SWEEPSTAKES, THESE OFFICIAL RULES, AND ANY DISPUTE ARISING UNDER OR RELATED THERETO (WHETHER FOR BREACH OF CONTRACT, TORTIOUS CONDUCT, OR OTHERWISE) WILL BE GOVERNED, CONSTRUED, AND INTERPRETED UNDER THE INTERNAL LAWS OF COLORADO, U.S.A., WITHOUT REFERENCE OR GIVING EFFECT TO ITS CONFLICTS OF LAW PRINCIPLES OR RULES THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. ANY LEGAL ACTIONS, SUITS, OR PROCEEDINGS RELATED TO THIS SWEEPSTAKES (WHETHER FOR BREACH OF CONTRACT, TORTIOUS CONDUCT, OR OTHERWISE) WILL BE BROUGHT EXCLUSIVELY IN THE STATE OR FEDERAL COURTS LOCATED IN DENVER, COLORADO AND EACH ENTRANT IRREVOCABLY ACCEPTS, SUBMITS, AND CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THESE COURTS WITH RESPECT TO ANY LEGAL ACTIONS, SUITS, OR PROCEEDINGS ARISING OUT OF OR RELATED TO THIS SWEEPSTAKES. YOU WAIVE ANY AND ALL OBJECTIONS

TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS.

11. PRIVACY. Any personal information supplied by you in this Sweepstakes will be subject to, and treated in a manner consistent with, Sponsor's privacy policy posted at www.xcelenergy.com. In the event of any conflict between the Privacy Policy and these Official Rules, these Official Rules shall govern.

12. OFFICIAL RULES. These Official Rules are available at www.xcelenergy.com/DOSsweepstakes or by sending a self-addressed, stamped envelope to "2021 Day of Service Sweepstakes – Rules Request," c/o Xcel Energy Services Inc., c/o Xcel Energy Services Inc., c/o Social Investments, Xcel Energy, 1800 Larimer St. Suite 1100, Denver, CO 80202. Limit one (1) request per outer envelope. Rules requests must be received during the Entry Period.

13. WINNERS LIST. To request a copy of the Sweepstakes winners list, send a self-addressed, stamped envelope to "2021 Day of Service Sweepstakes - Winner List Request," c/o Xcel Energy Services Inc., c/o Xcel Energy Services Inc., c/o Social Investments, Xcel Energy, 1800 Larimer St. Suite 1100, Denver, CO 80202. Limit one (1) request per outer envelope. Requests for a copy of the winners list must be received by 12/19/2020.

14. SPONSOR. The sponsor of the Sweepstakes and the address at which the Sponsor may be contacted is Xcel Energy Services Inc., 401 Nicollet Mall, 7th Floor, Minneapolis, MN 55401. Reference to third parties in connection with the prize is for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Sweepstakes.