

XCEL ENERGY, INC.

COLORADO SAVER'S SWITCH GIVEAWAY PROMOTION

**Terms and Conditions
(Updated As of April, 2017)**

This Colorado Saver's Switch Giveaway Promotion (this "Promotion") is not a sweepstakes, lottery or contest of any kind. Void where prohibited or restricted.

As a condition to participating in this Promotion, you hereby agree to the following Terms and Conditions:

1. **SPONSOR.** This Promotion is sponsored and administrated by Xcel Energy, Inc. ("Sponsor"), 414 Nicollet Avenue South, Minneapolis, Minnesota 55401.
2. **ELIGIBILITY.** This Promotion is only open to participants who, as of the participation date, are legal residents of the State of Colorado at least eighteen (18) years old that are residential electric customers of Sponsor and eligible to enroll in Sponsor's Saver's Switch program (the "Program"). The Program is subject to additional terms, conditions, limitations and restrictions regarding enrollment, eligibility and participation, which are available by visiting www.Xcelenergy.com/SaversSwitch. The Promotion is void outside the State of Colorado; and where prohibited or restricted by law.
3. **HOW TO PARTICIPATE IN THE PROMOTION.** During the Promotion Period (as defined below), eligible Promotion participants who enroll in the Program for an eligible residence in the State of Colorado will receive one (1) Promotion gift card as described below. To enroll in the Program, during the Promotion period, enroll by either (a) going to www.xcelenergy.com/SaversSwitchEnrollment to complete the online enrollment form or (b) calling 1-800-895-4999. Follow the instructions for completion and submission of the enrollment form. Completely answer all of the required questions and provide all required information (including, without limitation, a valid mailing address for giveaway item fulfillment), and submitting the form in accordance with the provided instructions. All enrollment forms must be received by Sponsor during the Promotion Period to be eligible for the give-away described below. **LIMIT:** One (1) submitted enrollment form per eligible participant/customer and address in this Promotion. In the event of a dispute as to the identity of an online participant, the authorized account holder of the email address used to participant will be deemed to be the participant. Potential recipients 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 Internet service provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address. All online submissions will be deemed to have been made by the authorized account holder of the submitted email address. Submitting mass submissions or submissions generated by a script, macro or use of automated devices is prohibited and will result in disqualification. The "Promotion Period" for this Promotion begins at 12:00 a.m. Mountain Time ("MT") on 03/15/17 and ends at 11:59.59 p.m. MT on 04/15/17; provided, however, Sponsor, in its sole discretion may extend the Promotion Period in its sole discretion by updating these Terms and Conditions. Sponsor's (and/or its designee's) computer is the official timekeeping and recordkeeping device for this Promotion. Proof of submission is not proof of receipt by Sponsor.
4. **GIVEAWAY; LIMITATIONS.** During the Promotion Period, eligible participants that fully complete and submit an eligible online or telephone enrollment form for an eligible residence in the State of Colorado that is received and accepted by Sponsor will receive one (1) \$25 Visa ® prepaid debit card. **LIMIT:** One (1) debit card per eligible participant and address. This Visa® Prepaid Card is issued by

MetaBank[®], Member FDIC, pursuant to a license from Visa U.S.A. Inc. Debit card is subject to the terms, conditions, restrictions and limitations of the issuer thereof. The approximate retail value ("ARV") of a debit card is \$25. Upon Sponsor's acceptance of a participant's enrollment form, Sponsor or its designee will inform participant of such acceptance and provide participant with notification of acceptance by mail, which acceptance notification will contain a code and instructions for selecting a Visa debit card. Debit cards are awarded and must be accepted "AS IS," without any representation, warranty or guaranty of any kind for which Sponsor shall be liable or responsible. No cash or other substitution may be made, except by Sponsor, who reserves the right (but has no obligation) to substitute a Promotion item with another item of equal or greater value. Neither Sponsor, a card issuer or any other person associated with this Promotion is liable or responsible for lost, stolen or misdirected debit cards. The recipient is fully responsible for any and all applicable federal, state and local taxes and assessments. Sponsor reserves the right to verify any or all participants or enrollment forms for determining eligibility of participant or enrollment form, including, without limitation, completeness, accuracy and validity of enrollment form information and responses. Sponsor reserves the right to disqualify any participant or enrollment form determined by Sponsor, in its sole and absolute discretion, to be ineligible. Noncompliance with any of these Terms and Conditions or any other condition of this Promotion may result in disqualification and forfeiture of giveaway item. In the event of disqualification, no consideration will be awarded.

5. **AGREEMENT TO TERMS AND CONDITIONS, AND DECISIONS.** By participating in the Promotion, each participant fully and unconditionally agrees to be bound by and accepts these Terms and Conditions and the decisions of Sponsor and its designees (including, without limitation, decisions regarding eligibility of participants and submissions, and the awarding of giveaway items), which are final and binding in all respects.

6. **RELEASE.** By participating in the Promotion, each participant forever and irrevocably releases and holds harmless Sponsor, its parents, subsidiaries, divisions and affiliates, and their respective agents, advertising and promotion agencies, affiliates, Promotion partners, and giveaway suppliers, and all of their respective employees, officers, directors, owners, representatives and agents from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from participant's participation in the Promotion and/or participant's receipt or use of any item awarded in this Promotion.

7. **DATA COLLECTION.** Participants provide personal information to Sponsor and its designees when they participate in the Promotion. Sponsor and its designees collect this information and use it to (a) administer and fulfill the Promotion, (b) for market research and (c) for other marketing purposes.

8. **GENERAL CONDITIONS; CHANGES/UPDATES.** Sponsor is not responsible for: (a) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software; (b) the unavailability or inaccessibility of any website or service; (c) unauthorized intervention of any kind in any part of the Promotion; (d) printing, typographical, electronic or human errors which may occur in the offer or administration of the Promotion; or (e) any injury or damage to persons or property, including but not limited to participant's computer, which may be caused, directly or indirectly, in whole or in part, from participant's participation in the Promotion, or from viewing, playing or downloading any material from Sponsor's, its fulfillment agency's, giveaway item providers' or their respective designees' sites, regardless of whether the material was prepared by Sponsor, its fulfillment agency, giveaway item providers or a third party, and regardless of whether the material is connected to the Sponsor's, its fulfillment agency's, giveaway item providers' or their respective designees' sites by a hypertext link. Sponsor reserves the right to change or update these Terms and Conditions based on its experience with the conduct of the Promotion and/or participants' response to the Promotion (including, without limitation, limited response to the Promotion). Sponsor also reserves the right, in its sole discretion, to

terminate, modify or suspend the Promotion if, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Promotion, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties, acts of God or failures or any other factor beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, and in such event, Sponsor reserves the right in its sole discretion (but does not have any obligation) to award giveaway items to recipients based on any selection criteria determined by Sponsor from among eligible, non-suspect submissions received up to the time of the suspected impairment. Any changes or updates in these Terms and Conditions, or termination, modification or suspension of the Promotion will be as described in an updated version of these Terms and Conditions. At the time of submission of a Program enrollment form, review the Terms and Conditions as accessible through Sponsor's website to review the then current Terms and Conditions (which may include updates or changes after the initial or subsequent postings of these Terms and Conditions). Sponsor reserves the right in its sole discretion to disqualify any participant it finds to be tampering with the submission process or the operation of the Promotion or to be acting in violation of these Terms and Conditions or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Promotion is a violation of criminal and civil laws, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision or any other provision of these Terms and Conditions.