

# Budget Billing Sweepstakes "You could win a Weekend Staycation"

# **SWEEPSTAKES OFFICIAL RULES:**

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU HAVE NOT YET WON. OPEN ONLY TO LEGAL RESIDENTS OF FLORIDA 18 YEARS OF AGE OR OLDER ("ENTRANT").

These Official Rules apply to the "Budget Billing Sweepstakes" ("Sweepstakes") being conducted by Florida Power & Light Company, a Florida corporation ("FPL" or "Sponsor") and administered by Cohen-Friedberg Associates, LLC ("Administrator"). This Sweepstakes begins Thurs., May 1, 2025 at 12:01 AM Eastern Time ("ET") and ends Mon., July 7, 2025 at 11:59 PM ET (the "Sweepstakes Period"). There will be one (1) drawing to award three (3) prizes (each a "Prize") in this Sweepstakes. The clock on FPL's web site will be the official timekeeper for this Sweepstakes. THIS SWEEPSTAKES IS VOID WHERE PROHIBITED BY LAW OR REGULATORY ORDER BY THE FLORIDA PUBLIC SERVICE COMMISSION.

# **ELIGIBILITY:**

NO PURCHASE, PAYMENT OR OTHER CONSIDERATION IS REQUIRED BY YOU TO ENTER, WIN OR TO REGISTER IN THE SWEEPSTAKES. DO NOT PROCEED IN THIS SWEEPSTAKES IF YOU ARE NOT AN ELIGIBLE FLORIDA RESIDENT WHO RESIDES IN THE STATE OF FLORIDA AT THE TIME OF ENTRY. Employees of FPL, its respective subsidiaries, affiliates, and advertising and promotion agencies, including Administrator, and their immediate families (spouse, parents, children and siblings and their respective spouses) and individuals living in the same households of such employees are ineligible to receive the Prize.

# TO ENTER: THERE ARE TWO (2) WAYS TO ENTER:

A: Automatic Entry: During the Sweepstakes Period, eligible FPL customers will automatically be entered into the Sweepstakes as long as entrant stays enrolled in the FPL Budget Billing Program during the Sweepstakes Period (5/1/25 - 7/7/25).

B: Mail-in Entry: To enter without enrolling in the Budget Billing Program or being an FPL residential customer: Enter by mail (available for all eligible entrants), hand print in ink your name, complete address, telephone number and age on a postcard and mail to: Budget Billing Sweepstakes, PO Box 0368, N. Falmouth, MA 02556-0368. Mail-in entries must be postmarked by 7/7/25 to be received no later than 7/11/25. No photocopies, facsimiles or mechanical reproductions will be accepted. **Limit**: one (1) entry per person.

No responsibility is assumed by Sponsor or the Administrator for lost, late, misdirected, illegible, incomplete, stolen, postage due, misdirected, illegible, or mutilated entries or for any computer, online, telephone or technical malfunctions that may occur.

By entering into this Sweepstakes, you agree to FPL's use of your personal information as described in the NextEra Energy® web site privacy policy at <a href="https://www.nexteraenergy.com/privacy-policy.html">https://www.nexteraenergy.com/privacy-policy.html</a> and in these Official Rules. In the event of any discrepancy between the privacy policy and these Official Rules, these Official Rules shall control and govern.

LIMIT: No matter which form of entry you select, there is a LIMIT of one (1) entry per person over the Sweepstakes Period.

#### SWEEPSTAKES DRAWING:

On or about **Mon.**, **July 14**, **2025** a random drawing from all eligible entries received will be conducted under the direction of the Administrator, an independent organization, whose decisions are final and legally binding in all matters relating to this Sweepstakes. Entries will be declared made by the authorized FPL account holder or name on the mail-in entry submitted at the time of entry.

#### **AVAILABLE PRIZES:**

The odds of winning are based on the total number of qualified entries received. Only the following Prizes listed below will be awarded in this Sweepstakes.

Three (3) Staycation Prizes for the Biltmore Hotel located in Coral Gables, FL. Each Winner will receive the following:

- Two (2) night/3 day hotel accommodations (Quad occupancy). Prize includes hotel tax and resort fees.
- Winner to receive \$1,000 in Visa® Gift Cards for expenses.

Approximate retail value ("ARV") of each Prize package not to exceed \$2,000 in total.

Hotel reservations must be made at no less than fourteen (14) days prior to arrival. Reservation offers will expire Jan., 31, 2026.

Prize Notes: Winner will coordinate with the designated travel agent or Sponsor representative to organize the Hotel reservations. Winner's travel companion must be eighteen (18) years of age or older unless a child of the winner. Prize is provided on an "as is" basis, without any warranty of any kind. Prize is non-transferable. Prize may not be redeemed for cash except at Sponsor's option. Sponsor reserves the right to substitute a Prize (or portion thereof) of equal or greater value if the advertised Prize (or portion thereof) becomes unavailable.

- Accommodation's are subject to availability. Some blackout dates and holiday exclusions may apply.
- All expenses and incidental travel costs not expressly stated in the Prize package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, service charges or facilities charges, personal charges at lodging, or other expenses are the sole responsibility of the Winner.

 Sponsor will not replace any lost, stolen, mutilated, undeliverable, returned, refused or stolen Prizes. Winner is responsible for any and all applicable local, state, and/or federal taxes. Actual value may vary based on market conditions and seasonal fluctuations in hotel pricing.

Total ARV of all prizes in this Sweepstakes not to exceed \$6,000

#### WINNER REQUIREMENTS:

Acceptance of Prize shall constitute Winner's agreement and consent to Sponsor's and its designees' use of Winner's name, city, state, likeness, photo, avatar, and/or prize information in connection with this Sweepstakes for promotional, advertising or other purposes, in any manner, worldwide, royalty-free, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

The Prize Winner will be required to sign and return properly executed documents issued by the Administrator (a) an Affidavit of Eligibility; (b) an Agreement of Publicity (granting Sponsor and its designees, the right to use the name and image of the Winner for advertising and promotion purposes, unless prohibited by law); (c) a liability release; and (d) a form W-9, Taxpayer Request for Identification, to the Administrator within seven (7) calendar days of attempted notification as a prerequisite for receiving the Prize.

#### LIABILITY DISCLAIMERS:

You acknowledge, understand, and agree that FPL has not made, does not make and specifically negates and hereby disclaims any and all warranties, promises, covenants, agreements, or guaranties, express or implied, concerning the Prize furnished in connection with this Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PRIZE IS PROVIDED AND AWARDED BY SPONSOR WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

#### **WINNERS LIST:**

To receive the first initial, last name and state of the prize winners, send a self-addressed stamped envelope to: Budget Billing Sweepstakes Winners, PO Box 0368, E. Falmouth, MA 02556-0368. Requests must be received no later than 7/25/25.

# **NOTIFICATION OF WINNER:**

Prize winner will be sent his or her Prize notice via email. The Prize will be forfeited if the winner is in non-compliance with these Official Rules or if selected potential winner cannot be contacted, provides incorrect email address, is ineligible, fails to claim the Prize, rejects the Prize, or if the Prize notification or Prize is returned as undeliverable. In that event, an alternate winner will be randomly selected from all eligible entries received. By entering this Sweepstakes, you authorize Sponsor and

its contractors to list your name and state on the Winners List, pending eligibility confirmation, should your entry be drawn. By entering this Sweepstakes, you agree to be bound by these Official Rules.

Acceptance of the Prize by the Prize winner constitutes permission by such person for Sponsor to use the winner's name, voice, likeness, and Prize won along with his or her address (city and state) and the right to use and publish their entries, proper name, any statements made or attributed to such winner, and any posting photographs, descriptions or messages, uploaded files, inputted data, or engaging in any other form of communication with or through the FPL website (collectively, the "Attributes") in any and all media, including the Winner's List (as defined above), unless otherwise prohibited by law. This will include, but is not limited to, media now known or hereafter devised, without notice, review or approval, in perpetuity and throughout the world for advertising and promotional purposes in connection with this Sweepstakes without further consideration, compensation, and the winner hereby releases Sponsor from all claims arising out of the use of such Attributes whatsoever.

# **GENERAL CONDITIONS:**

All taxes, fees and surcharges on the prize won are the sole responsibility of the winner (if any). YOU AGREE (I) TO BE BOUND BY ALL APPLICABLE U.S. LAWS AND REGULATIONS, AS WELL AS THESE OFFICIAL RULES AND THE DECISION OF FPL AND ADMINISTRATOR, WHICH ARE FINAL AND LEGALLY BINDING ON ALL MATTERS RELATING TO THE SWEEPSTAKES, (II) TO WAIVE ANY RIGHT TO CLAIM AMBIGUITY IN THESE OFFICIAL RULES, AND (III) TO RELEASE. INDEMNIFY AND HOLD HARMLESS FPL, AND ITS RESPECTIVE AFFILIATES, SUBSIDIARIES, AGENTS, REPRESENTATIVES, PROMOTION AND ADVERTISING AGENCIES, INCLUDING THE ADMINISTRATOR, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS AND AGENTS (COLLECTIVELY, "RELEASEES") FROM AND AGAINST ANY INJURIES, LOSSES, DAMAGES, CLAIMS, ACTIONS ANY LIABILITY OF ANY KIND RESULTING FROM OR ARISING FROM PARTICIPATION IN THIS SWEEPSTAKES OR ACCEPTANCE, OR NONUSE THE POSSESSION. USE, MISUSE OF PRIZE THAT MAY AWARDED. Releasees are not responsible for printing or typographical errors in any Sweepstakesrelated materials; for stolen, lost, late, misdirected, damaged, incomplete, inaccurate entries, or for transactions that are lost, misdirected, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly or are lost for any reason including computer, telephone. paper transfer, human or other error; or for electronic, computer, or telephonic malfunction or error, including any injury or damage to you or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes, or inability to access any web site associated with this Sweepstakes, or process any transaction thereon. If in FPL's sole opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of this Sweepstakes, or if computer virus, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of this Sweepstakes, the Administrator and Sponsor each reserves the right at its sole discretion to disqualify any individual Administrator or Sponsor believes has tampered with the entry process and/or void any entries Administrator or Sponsor believes to have been submitted fraudulently, to modify or suspend this Sweepstakes, or to terminate this Sweepstakes and conduct a random drawing to award the Prize using all non-suspect entries received as of the termination date. Moreover, FPL reserves the right to rescind or change these Official Rules or this Sweepstakes at any time without notice unless otherwise prohibited by applicable law. ANY ATTEMPT BY YOU OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, FPL RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER

REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Any attempts by an individual to access any web site associated with this Sweepstakes via a bot script or other brute force attack or any other unauthorized means will result in the IP address becoming ineligible. Use of automated entry devices or programs such as by script, macro or any other automated means is prohibited and entries so generated are void. This Sweepstakes is conducted in English (which will be given its everyday ordinary meaning). By entering this Sweepstakes, you hereby agree that (a) any and all disputes shall be resolved in the appropriate state and federal courts in the State of Florida located in West Palm Beach, Florida, exclusively, and subject to the laws of the State of Florida (and should there be a conflict between the laws of the State of Florida and any other laws, the conflict will be resolved in favor of the laws of the State of Florida), (b) you irrevocably waive any objection, which any of them may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdictions, including any objection to the laying of venue based on the grounds of forum non conveniens and any objection based on the grounds of lack of in personam jurisdiction, and (c) IN ANY LITIGATION ARISING FROM OR RELATED TO THIS SWEEPSTAKES, YOU HERETO AND HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT YOU MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS SWEEPSTAKES, OR ANY COURSE OF CONDUCT, COURSE OF DEALING. STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY RELATING TO THIS SWEEPSTAKES. You may not assign, transfer or otherwise delegate any obligation you have under these Official Rules without FPL's prior written approval, which such approval may be withheld by FPL in its sole discretion. The failure of FPL to enforce, insist upon, or comply with any of the terms, conditions or covenants of these Official Rules or the Sweepstakes, or FPL's waiver of the same in any instance or instances shall not be construed as a general waiver or relinquishment of any such terms, conditions or covenants, but the same shall be and remain at all times in full force and effect. You acknowledge that you have carefully reviewed these Official Rules, that you have been advised with regard to the subject matter hereof by legal counsel selected by you if you so choose to seek such counsel, and that these Official Rules and any uncertainty or ambiguity herein and therein shall not be construed against FPL as drafter. Should any provision, portion or application thereof, of these Official Rules be determined by a court of competent jurisdiction to be illegal, unenforceable or in conflict with any applicable laws, an equitable adjustment to the affected provisions of these Official Rules with a view toward effecting the purpose of these Official Rules and the validity and enforceability of the remaining provisions, portions or applications thereof, shall not be impaired.

# Sweepstakes sponsored solely by:

Florida Power & Light Company 700 Universe Blvd Juno Beach, FL 33408

#### **Sweepstakes Administrator:**

Cohen-Friedberg Associates, LLC E. Falmouth, MA 02536 www.cfapromo.com

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The use of any prize manufacturer, brand name, hotel/resort name, or trademark in connection with any of the Prizes is solely for the purpose of describing such Prize and is not intended to suggest any affiliation or sponsorship.