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AN EXELON COMPANY

The ComEd 2022 “Summer Solstice” Photo Contest

NO PURCHASE NECESSARY. Making a purchase will not improve your chances of winning. Internet Access Required.

This Contest is not sponsored, endorsed, administered by, or associated with, Facebook, Twitter, Instagram, Smartsheet, or Eloqua. Facebook, Twitter, Instagram, Smartsheet and Eloqua are not affiliated with the Sponsor in any way.

1. Contest Period: The ComEd “Summer Solstice” Photo Contest (the “Contest”), sponsored by Commonwealth Edison Company (“Sponsor”), begins at 8:00:00 a.m. Central Time (“CT”) on June 1, 2022 and ends at 11:59:00 p.m. CT on June 21, 2022 (the “Contest Period”).
2. Eligibility: The Contest is open to legal residents in the ComEd service territory who are 18 years of age or older as of date of entry. Employees, officers and directors of Sponsor, its affiliates, parent company, subsidiaries, divisions, suppliers, distributors and advertising, promotional and judging agencies, and members of the immediate families (spouse, biological, adoptive or stepparents, grandparents, children, grandchildren and siblings, and each of their respective spouses, regardless of where they reside or households, whether related or not) of any of the above are not eligible to participate in the Contest. Void outside Illinois and where prohibited by law. The Contest is subject to all applicable federal, state and local laws.
3. How to Enter: During the Contest Period, you may enter the Contest through the Contest application on the ComEd “Summer Solstice” Photo Contest webpage at <http://marketing.comed.com/SummerSolstice2022> (the “Site”). To enter, follow all prompts and instructions on the Site to register, answer the designated questions, agree to the Official Rules, upload your best sunrise or sunset photo submission to Smartsheet and follow all prompts and instructions to submit your entry. Only photos taken within [ComEd’s northern Illinois service territory](#) are eligible to win, and location must be provided. Your answer and photo submission, once received by Sponsor, will be referred to herein as your “Entry”. There is a limit of one (1) Entry per person for the entire Contest Period. By entering, you understand that your Entry, in whole or in part, may (in Sponsor’s sole discretion) be posted on websites, the Site, other social media sites and/or other Sponsor-selected media. All Entries must be received by 11:59:00 p.m. CT on June 21, 2022. Normal Internet access and usage charges imposed by entrants’ online service providers will apply. Automated, script, macro or robotic Entries, or Entries by more than one person or by organizations, will be void and disqualified. By entering, you agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which shall be final in all Contest-related matters.
4. Judging: On or about June 30, 2022, the Sponsor will judge and select winners from all qualifying Entries received to select one (1) potential grand prize winner and four (4) potential additional winners, who will receive the prizes described in Rule 5, below (subject to verification of eligibility). Final winner selections are at the sole discretion of the Sponsor.
5. Prizes: The verified grand prize winner will receive one (1) Apple Watch Series 7 and one (1) private tour of the Adler Planetarium (the “Tour”) for up to four (4) people, which will be available Monday – Friday upon agreement with the Adler Planetarium. The tour will treat the winner to all the Adler has to offer, from exhibits to behind the scenes access not available to the general public. Whether walking through the Adler’s Collections vault, or seeing the universe up close in one of our theaters, the tour promises to be out of this world. The Apple Watch Series 7 has a retail value of \$399 and the private tour has no retail value. All costs associated with attendance at the Tour, including but not limited to transportation and parking, are the sole responsibility of the winner. The winner agrees to comply with health-related requirements and must be present at the Tour site by the agreed time by the Adler Planetarium or s/he may forfeit the prize, in the discretion of the Sponsor. By accepting the prize, the winner

agrees that Sponsor or its agents may photograph and/or videotape or film any or all aspects of the Tour. In the event the winner engages in behavior that (as determined by Sponsor in its sole discretion) is inappropriate or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the winner's participation in the Tour. Four (4) additional winners will be selected to win and will receive one (1) Apple Watch Series 7 with a retail value of \$399. Prize winners are responsible for any taxes associated with the receipt of the prizes. Potential prize winners understand and agree that, as a condition of being awarded the prize, they may be subject to a background check at the sole discretion of Sponsor; failure to comply may result in disqualification and forfeiture of prize. In addition, at the discretion of the Sponsor, potential winner may be disqualified if: (a) charged with or convicted of a felony or misdemeanor; (b) Sponsor determines, in its sole discretion, that awarding the prize to such individual may reflect unfavorably on the Contest or Sponsor; (c) potential winner is not eligible to receive the prize based on the eligibility requirements set forth in these Official Rules; (d) Sponsor determines that potential winner failed to comply with these Official Rules in any way; or (e) potential winner refuses to or cannot accept the prize for any reason. By accepting the prize, the winner acknowledges that the Sponsor is under no obligation to use his/her image in any way.

6. Notification of Winner/Liability Limitations: Prize may not be transferred or assigned. The prize will be awarded provided it is claimed properly in accordance with these Official Rules. Potential prize winner will be notified by email and/or phone call and will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release within forty-eight (48) hours of initial notification or the prize will be forfeited and may be awarded to an alternate winner(s) (time permitting) selected from the remaining Entries. Alternate winner (if any) will be subject to the prize claim requirements described above. Return of prize notification as undeliverable may result in prize forfeiture and the selection of an alternate winner in the manner described above (time permitting). All entrants, as a condition of entry into the Contest, agree to release and hold harmless Sponsor, Facebook, Inc., Twitter, Instagram, Smartsheet, Eloqua each of their respective agencies, parent companies, subsidiaries, affiliated companies and the respective officers, directors, shareholders, members, employees, agents, assigns of each of the foregoing, and all others associated with the development and execution of this Contest (collectively the "Released Parties") from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with participation in the Contest or acceptance or use of the prize (if applicable), or participation in prize-related activities, including but not limited to travel related thereto and attendance at Tour (if applicable). Acceptance of prize constitutes permission to use winner's name, likeness, image, and limited biographical information for promotional purposes (including any possible public relations opportunities) in commerce and in all media worldwide, without further compensation or notice, except where prohibited by law. The Released Parties are not responsible for: (a) electronic transmissions or Entries that are lost, late, stolen, incomplete, damaged, garbled, destroyed, misdirected or not received by Sponsor or its agents for any reason; (b) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures or human error that may occur in the transmission, receipt or processing of Entries, or for destruction of or unauthorized access to, or alteration of, Entries; (c) failed or unavailable hardware, network, software or telephone transmissions, damage to entrants' or any person's computer and/or its contents, or causes beyond Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Contest; (d) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Contest; (e) any typographical or other error in any printing or advertising related to this Contest, in the administration or execution of the Contest, or in the announcement of the prize winner(s); or (f) cheating or fraud by any entrant. All incomplete or non-conforming Entries will be disqualified. The Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the Contest entry process or the operation of the Contest, violates the Official Rules, or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and should such an attempt be made, Sponsor reserves the right to disqualify and seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If, for any reason, the Contest is not capable of running as planned, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, then the Sponsor reserves the right at its sole discretion to terminate the Contest and determine the winner from all eligible, non-suspect Entries received prior to the time/date of termination.

7. Disputes/Venue/Governing Law: By participating, all participants agree that: (a) any and all disputes, claims and causes of action arising out of, or connected with, this Contest or any prize(s) awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Cook County, Illinois; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including but not limited to costs associated with entering this Contest, but in no event attorneys' fees; and (c) to the extent allowed by applicable law, under no circumstances will participant be permitted to obtain awards for, and participant hereby waives, all rights to claim punitive, incidental and/or consequential damages and/or any other damages, other than out-of-pocket expenses, 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 Rules, or the rights and obligations of any participant or Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the internal laws of the State of Illinois without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws. The invalidity or unenforceability of any provision of these Official Rules shall 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 shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials or notifications and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control.

8. Use of Personal Information: ComEd will not share or sell entrants' email addresses with any other entity. Information collected from entrants is subject to ComEd's privacy policy, available at <https://www.comed.com/Pages/privacy-policy.aspx>.

9. Winner's Name: For the name of the winner, available after June 30, 2022, send a stamped, self-addressed envelope by August 31, 2022 to: Christensen, 2011 Swift Drive, Oakbrook, IL 60523

10. Sponsor: Commonwealth Edison Company, 2011 Swift Drive, Oakbrook, IL 60523

Any questions, comments or complaints regarding this Contest must be directed to the Sponsor only, and NOT to Eloqua, Smartsheet, Facebook, Instagram, or Twitter.

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