

AMEREN MISSOURI – RESIDENTIAL HEATING AND COOLING PROGRAM
SATISFACTION SURVEY PARTICIPATION PRIZE DRAWING
OFFICIAL RULES

1. NO PURCHASE OR OBLIGATION IS NECESSARY TO ENTER OR WIN. THE PURCHASE OF ANY GOOD AND/OR SERVICE OR COMPLETION OF THE SATISFACTION SURVEY WILL NOT INCREASE A PARTICIPANT’S ODDS OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. THIS PRIZE DRAWING IS VOID WHERE PROHIBITED. THE ODDS OF WINNING DEPEND ON THE NUMBER OF ENTRIES RECEIVED.

2. PRIZE: [Three (3) Prizes]: The prizes consist of three \$50 Visa gift cards (each, a “Prize”) to be awarded to up to three separate participants.

3. SPONSOR: The Ameren Missouri® Residential Heating and Cooling Satisfaction Survey Participation Prize Drawing (the “Drawing”) is sponsored by Union Electric Company d/b/a Ameren Missouri, 1901 Chouteau Avenue, Saint Louis, Missouri 63103 (“Sponsor”).

4. ELIGIBILITY: EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION, AMEREN MISSOURI RESIDENTIAL CUSTOMERS WHO ARE: (1) LEGAL RESIDENTS OF THE STATE OF MISSOURI, AND (2) EIGHTEEN (18) YEARS OF AGE OR OLDER ARE ELIGIBLE TO PARTICIPATE IN THE DRAWING. The following persons are ineligible to enter the Drawing: (a) employees of Sponsor, and (b), employees or agents of any organizations directly involved with Drawing, including any administrator. Eligibility is further conditioned on a participant's compliance with all other terms and conditions of these Official Rules.

5. HOW TO ENTER/ENTRY PERIOD: Participants completing the Satisfaction Survey between June 1, 2018 at 12:01 a.m. Central Time (“CT”) and December 31, 2018 at 11:59 p.m. CT (the “Entry Period”) will be automatically entered into the Drawing. To enter without completing the Satisfaction Survey, print your full name, complete mailing address, daytime phone number, email address, Ameren Missouri® account number, and date of birth on a 3” x 5” card. Sign and mail the completed entry, together with a self-addressed envelope with proper first class postage affixed to: Energy Efficiency Program – 2018 Heating and Cooling Program Satisfaction Survey Sweepstakes, c/o Ameren Missouri, P.O. Box 66149, Attn: MC 100, Saint Louis, Missouri 63166-6149. All mail entries Sponsor deems, in its sole discretion, to have been mass produced or reproduced shall be ineligible and shall not be accepted. Mail entries postmarked prior to June 1, 2018, after December 31, 2018, or received after January 8, 2019 shall be ineligible and not accepted. One (1) entry via regular mail will count as one (1) entry into the Sweepstakes.

6. DRAWING/NOTIFICATION: The three potential winners will be selected by Sponsor by random drawing(s) of eligible entries. The drawing date will be January 15, 2019 and three potential winners will be notified within ten (10) business days via the mailing address provided by the participant. If the Prize notification is returned as undeliverable, or the potential winner rejects the Prize, or fails to comply with any of these Official Rules, the potential winner’s Prize

will be forfeited and awarded to an alternate winner drawn from the remaining eligible entries. The Prize will be mailed via regular mail using the mailing address provided in the entry. Sponsor is not responsible for, and shall not be liable for, late, lost, misdirected, or unsuccessful efforts to notify the winner, for any late, lost, misdirected, or unsuccessful communication from participant to Sponsor, or for any change to a participant's email or physical mailing address. **THE ELIGIBILITY OF EACH POTENTIAL WINNER IS SUBJECT TO SPONSOR'S VERIFICATION. SPONSOR'S DECISION WITH RESPECT TO A PARTICIPANT'S ELIGIBILITY OR ANY OTHER MATTER RELATED TO THE DRAWING IS BINDING AND FINAL.**

7. LIMITATION OF LIABILITY: By entering the Drawing, participant agrees to be bound by these Official Rules, including the eligibility requirements and decisions of Sponsor. **BY ENTERING THE DRAWING AND/OR ACCEPTING A PRIZE, EACH PARTICIPANT AGREES THAT, TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE SPONSOR, ITS AFFILIATES AND REPRESENTATIVES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY, "REPRESENTATIVES"), WILL HAVE NO LIABILITY TO, AND WILL BE HELD HARMLESS BY, THE PARTICIPANT FOR ANY LIABILITY, CLAIMS, INJURY, LOSS, OR DAMAGE OF ANY KIND RESULTING FROM OR RELATED TO THE DRAWING.** Sponsor is not responsible if the Drawing cannot take place or if any Prize cannot be awarded due to events beyond its control including acts of war, natural disasters, weather or acts of terrorism. Participant further agrees that Sponsor is not responsible for: 1) any incorrect or inaccurate information, printing errors, or errors caused by any equipment or programming associated with, or utilized in, the Drawing; 2) technical malfunctions or failures of any kind, including without limitation, malfunctions, interruptions, traffic congestion, or disconnections in the telephone network, computer online system, computer dating mechanism, computer equipment, software, servers, providers, or any combination thereof; 3) unauthorized human intervention in any part of the Drawing, including theft, destruction, or unauthorized access to, or alteration of, entries; 4) technical or human error which may occur in the administration of the Drawing or entry processes; or 5) any injury, damage, or loss to persons or property which may be caused, directly or indirectly, in whole or in part, from participation in the Drawing, or the receipt, possession, acceptance, and/or use of any Prize.

8. TAMPERING: Sponsor reserves the right, in its sole discretion, to disqualify any individual (and all of his or her entries) who tampers with or abuses any aspect of the Drawing **ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE DRAWING MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. IN SUCH EVENT, SPONSOR MAY EXERCISE ANY AND ALL AVAILABLE LEGAL REMEDIES, INCLUDING SEEKING THE RECOVERY OF CIVIL DAMAGES (INCLUDING ATTORNEYS' FEES)**

9. RELEASE: **BY PARTICIPATING IN THIS DRAWING, THE PARTICIPANT ACKNOWLEDGES THAT THE DETAILS OF HIS/HER ENTRY MAY BE USED IN SPONSOR'S ADVERTISING AND MARKETING MATERIALS, IN SPONSOR'S SOLE DISCRETION.** Specifically, by entering the Drawing, the participant agrees that the Sponsor

and its Representatives, and those acting under the authority of the Sponsor or its Representatives may use (or refrain from using) information from the participant's entry, anonymously, for any and all advertising and promotional purposes in any and all media now known or hereafter invented (including but not limited to digital and print media) without territorial or time limitations and without further consideration, at the sole discretion of the Sponsor, unless prohibited by law, in conjunction with this Drawing and similar promotions without notice to the participant. Notwithstanding the above and except as provided for in Section 11 herein, Sponsor will not use the participant's identifying information, such as his/her full name or specific address, but may use the participant's location information. By way of example, Sponsor may use the following in its marketing materials: "*Bob S. from Clayton, MO won fifty dollars by participating in our Heating and Cooling program.*" The participant will have no right of approval, no claim to any compensation, or no claim arising out of the use, alteration, distortion, or use of the participant's entry in any composite form. By submitting an entry, the participant agrees that the submission is gratuitous and made without restriction, and will not place the Sponsor under any obligation.

10. OFFICIAL RULES AND WINNER: These Official Rules can be found at www.ameren.com/sweepstakes. The winners' names may be obtained by sending a request to MissouriCommunications@ameren.com on or after January 31, 2019.

11. COLLECTION OF INFORMATION: Participants agree that personal data, for example, name and address, may be processed, including metadata (i.e. geolocation information associated with the Entry), shared, publically disclosed, and otherwise used in furtherance of and for purposes of the Drawing and such other purposes set forth herein. Sponsor will not sell or rent the participant's data to third parties, but Sponsor cannot control, and assumes no obligation or responsibility for, others' appropriation or use of any data Sponsor may disclose in connection with this Drawing.

12. RIGHT OF NON-PARTICIPATION: Participant has the right to notify the Sponsor that he/she does not wish to be contacted by Sponsor regarding future drawing, contests, marketing or similar mailings and/or that Sponsor may not use participant's information for any purpose other than those set forth herein. Additionally, participant has the right to opt out of the Drawing at any time by notice to Sponsor. The Sponsor may be notified by email at MissouriCommunications@ameren.com.

13. GOVERNING LAW AND JURISDICTION: PARTICIPANT AGREES THAT: 1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THE DRAWING OR ANY PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY THE STATE COURT HAVING VENUE IN ST. LOUIS COUNTY, MISSOURI; 2) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS TO PARTICIPANT SHALL BE LIMITED TO THE PARTICIPANT'S ACTUAL OUT-OF-POCKET COSTS, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS DRAWING, IF ANY; 3) UNDER NO CIRCUMSTANCES WILL PARTICIPANT BE PERMITTED TO OBTAIN AN AWARD FOR, AND PARTICIPANT HEREBY WAIVES ALL RIGHTS TO, INDIRECT, PUNITIVE, INCIDENTAL, AND OTHER SIMILAR OR

CONSEQUENTIAL DAMAGES; AND 4) PARTICIPANT HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the participant and the Sponsor in connection with the Drawing, shall be governed by, and construed in accordance with, the laws of the State of Missouri, without giving effect to any choice of law or conflict of law rules (whether of the State of Missouri or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Missouri.