

**AMEREN MISSOURI ActOnEnergy® - ENERGY EFFICIENCY KITS SCHOOL SURVEY**  
**PARTICIPATION PRIZE DRAWING**  
**OFFICIAL RULES**

**1. NO PURCHASE NECESSARY TO ENTER OR WIN. THE PURCHASE OF ANY GOOD AND/OR SERVICE WILL NOT INCREASE A PARTICIPANT'S CHANCE OF WINNING. THIS PRIZE DRAWING IS INTENDED FOR PARTICIPATION IN THE STATE OF MISSOURI ONLY. 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. SPONSOR:** The Ameren Missouri® ActOnEnergy® - Energy Efficiency Kits School Survey Participation Prize Drawing (the "Drawing") is sponsored by Union Electric Company d/b/a Ameren Missouri, with an address at 1901 Chouteau Avenue, Saint Louis, Missouri 63103 ("Sponsor"). The winter semester Drawing entry period starts on September 1, 2018 at 12:01 a.m. Central Time ("CT") and ends on February 5, 2019 at 11:59 p.m. CT (the "Drawing Period"). Eligibility for entry into the Drawing will cease at the applicable time and date, and all entries received thereafter will be considered disqualified and will be ineligible for participation. If Sponsor does not receive your entry for any reason, or if your entry is not entered correctly, the entry will be invalid and you will be ineligible to participate or win. Sponsor's clock will be the official clock of the Drawing.

**3. ELIGIBILITY: (1) LEGAL RESIDENTS OF THE STATE OF MISSOURI, AND (2) EIGHTEEN (18) YEARS OF AGE OR OLDER, ARE ELIGIBLE TO PARTICIPATE OR WIN. SPONSOR DOES NOT WARRANT THAT THIS DRAWING IS VALID IN ANY PARTICULAR JURISDICTION. RESIDENTS OF JURISDICTIONS WHERE THIS DRAWING IS PROHIBITED ARE INELIGIBLE TO PARTICIPATE IN THIS DRAWING.** Employees, agents, or representatives of Sponsor and their respective subsidiaries, parents, affiliates, advertising and marketing promotion agencies, and their immediate family members (defined as a person's spouse, parents, children, grandparents, and/or siblings, regardless of where they live), and/or persons living in the same households of such employees, whether or not related, are not eligible to enter or win. Only participants who comply with all terms and conditions of these Official Rules will be eligible to win.

**4. HOW TO ENTER:** Participants are entered into the Drawing after opting into the Drawing on the Home Energy Worksheet, which is being administered by National Energy Foundation on behalf of Ameren Missouri between September 1, 2018 and February 5, 2019. Customers completing the Home Energy Worksheet may elect to opt out of the Drawing.

**5. PRIZE: [Three (3) Prizes]:** The prizes consist of three \$100 gift cards (each, a "Prize") to be awarded to up to three separate participants. Potential winners will be informed by email via the email address provided in the entry that they have won. Participants that respond to the email with their street address will receive gift cards by mail.

**6. DRAWING:** The three potential winners will be selected by Sponsor in a random drawing among all eligible entries submitted properly prior to the expiration of the Drawing. Three potential winners will be selected from the winter semester group. The winter semester drawing will take place on February 15, 2019 and potential winners will be notified no later than February 22, 2019. All potential winners will be notified by email via the email address provided. If the Prize notification is returned as undeliverable, if the potential winner rejects the Prize, if the potential winner does not provide a mailing address for the Prize to be delivered, or in the event of non-compliance with any of these Official Rules, the potential winner's interests in the Prize may be forfeited and awarded to an alternate winner from among the remaining eligible entries. In the event that an eligible winner cannot be identified, Sponsor may elect not to conduct any further redraws and not award any such Prize. Upon Prize forfeiture, no compensation will be given. Sponsor is not responsible for, and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify the winner, for any communication from participant to Sponsor which is late, lost, misdirected, or unsuccessful, or for any change of the winner's contact information. The potential winner will be subject to all requirements set forth in these Official Rules. **The potential winner IS subject to verification, including verification of age, residency, COMPLETION OF Home Energy worksheet, AND WHETHER POTENTIAL WINNER IS AN AMEREN MISSOURI CUSTOMER, by sponsor, WHOSE DECISION IS FINAL AND BINDING IN ALL MATTERS RELATED TO THE DRAWING. A PARTICIPANT IS NOT A WINNER OF THE PRIZE, EVEN IF THE DRAWING SO INDICATES, UNLESS AND UNTIL THE PARTICIPANT'S ELIGIBILITY HAS BEEN VERIFIED. SPONSOR WILL NOT ACCEPT EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS.**

**7. LIMITATION OF LIABILITY:** By entering the Drawing, all participants agree to these Official Rules and all eligibility requirements and all decisions of Sponsor. **BY ENTERING THE DRAWING AND/OR ACCEPTING THE PRIZE, EACH PARTICIPANT AGREES THAT, TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE SPONSOR, AFFILIATES OF SPONSOR, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY, "REPRESENTATIVES"), WILL HAVE NO LIABILITY TO THE PARTICIPANT FOR, AND WILL BE HELD HARMLESS BY THE PARTICIPANT FOR, ANY LIABILITY, CLAIMS, INJURY, LOSS, OR DAMAGE OF ANY KIND IN CONNECTION WITH THE DRAWING.** Sponsor is not responsible if Drawing cannot take place or if any Prize cannot be awarded due to acts of war, natural disasters, weather or acts of terrorism, or any other acts or events beyond its control. Participants further agree that Sponsor is not responsible for: 1) any incorrect or inaccurate information, whether caused by participants, printing errors, or by any of the 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 the processing of the entries; or 5) any injury, damage, or loss to persons or property which may be caused, directly or indirectly, in

whole or in part, from participant's participation in the Drawing, or receipt, possession, acceptance, and/or use or misuse of any Prize.

**8. DISCLAIMER:** If for any reason the Drawing is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, human error or any other causes beyond the control of the Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Drawing, 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, and/or to cancel, terminate, modify or suspend the Drawing or any portion thereof. In the event of early termination or cancellation of the Drawing, Sponsor may, in its sole discretion, choose not to award the Prize, or to award such Prize to individuals selected at random from the pool of eligible entrants received up to the point of termination or cancellation. In no event will more Prizes be awarded than those listed in these Official Rules. **CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE DRAWING MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

**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 never 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 one hundred dollars by participating in our Energy Efficiency Kit 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 illusionary effect or use in any composite form of the participant's entry. 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. Sponsor is free to disclose the ideas contained in the entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to the participant. Participant acknowledges that by acceptance of his/her entry, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than the participant. Finally, by accepting the Prize, the winner 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) the winner's name, biographical information,

pictures, video, or any other digital representation thereof, whether now in existence or created in the future (e.g., photographs taken at the game) 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 winner. The winner will have no right of approval, no claim to any compensation, or no claim arising out of the use, alteration, distortion, or illusionary effect or use in any composite form of the winner's name, biographical information, pictures, video, or any other digital representations thereof.

**10. GENERAL: ENTRIES POSTED BY SPONSOR ARE THE VIEWS AND OPINIONS OF THE INDIVIDUAL PARTICIPANT, AND DO NOT REFLECT THE VIEWS OF THE SPONSOR IN ANY MANNER.** Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to participants. Participant warrants and represents that his/her entry does not infringe upon the copyrights, trademark rights, rights of privacy, publicity, or other intellectual property, or other rights of any person or entity, and that any publication of the entry via various media outlets, including Internet posting, will not infringe on the rights of any third party. Each participant or winner further agrees to indemnify and hold Sponsor and its Representatives harmless from any claims arising from Sponsor's use of the participant's or winner's entry.

**11. OFFICIAL RULES AND WINNER:** These Official Rules can be found at [www.ameren.com/sweepstakes](http://www.ameren.com/sweepstakes), and the name of the winners may be obtained by sending a request to [MissouriCommunications@ameren.com](mailto:MissouriCommunications@ameren.com) on or after September 30, 2019.

**12. 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 within the context of the Drawing and any other purposes outlined in these Official Rules. For example, it may be used by Sponsor in order to verify the participant's identity, email address, postal address, and telephone number or to otherwise verify the participant's eligibility to participate in the Drawing. 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.

**13. RIGHT OF NON-PARTICIPATION:** Pursuant to federal law, any participant has the right to notify the Sponsor that he/she does not wish to be contacted by the Sponsor regarding any future drawing, contests, or mailings and that Sponsor may not use any information provided to it by such participant for any purposes other than as needed for this Drawing. Additionally, any participant has the right to opt out of the Drawing at any time by providing such notice to Sponsor. The Sponsor may be so notified by email at [MissouriCommunications@ameren.com](mailto:MissouriCommunications@ameren.com).

**14. GOVERNING LAW AND JURISDICTION:** EXCEPT WHERE PROHIBITED, ALL PARTICIPANTS AGREE 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 A STATE OR FEDERAL COURT HAVING VENUE IN ST. LOUIS COUNTY, MISSOURI; 2) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS DRAWING, IF ANY; 3) UNDER NO CIRCUMSTANCES WILL PARTICIPANT BE PERMITTED TO OBTAIN AWARDS FOR, AND EACH PARTICIPANT HEREBY WAIVES ALL RIGHTS TO CLAIM, INDIRECT, PUNITIVE, INCIDENTAL, AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; 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.