

**The Adventures of Captain Mercaptan[®], BGE's Natural Gas Safety Hero, Challenge
Official Rules 2019**

NO PURCHASE IS NECESSARY TO ENTER OR WIN.

- 1. ELIGIBILITY:** The 2019 BGE Gas Safety Contest, “The Adventures of Captain Mercaptan,” (the “Contest”) is open to residents of Maryland who are full-time students in grades Kindergarten through fifth and attend a public or private school with a 501(c)(3) certification that receives natural gas service or electric distribution service from the Baltimore Gas and Electric Company (“Sponsor”) and is located in all or part of one of the following Maryland counties: Baltimore City, Anne Arundel, Baltimore, Calvert, Cecil, Carroll, Frederick, Harford, Howard, Montgomery, and Prince George’s (each, a “Participating County” and such school being an “Eligible School”). Each safety message and Captain Mercaptan hand-drawn comic strip in the Contest must be facilitated by an administrator or faculty/academic staff member currently employed and in good standing at an Eligible School and responsible for supervising and/or advising such students (each, a “Facilitator”). Participating students must have the written consent of their parents or legal guardians prior to participating and applicable forms must be submitted to the Sponsor by a Facilitator. Children of employees of BGE or Weber Shandwick and their respective parents, subsidiaries, affiliates, promotion and advertising agencies (collectively, the “Contest Organizations”) and members of the employees’ immediate families (spouse, mothers, fathers, sisters, brothers, wards, daughters or sons and their respective spouses, regardless of where they reside) and persons living in the same household of such employees, whether or not related, are not eligible to participate, enter or win. Void outside of the Participating Counties and where prohibited by law. Contest is subject to all applicable federal, state and local laws.
- 2. CONTEST OVERVIEW:** The Sponsor is challenging Eligible Schools to read The Adventures of Captain Mercaptan, Volume 2, which can be found on page 2 of the entry kit and then develop a safety message and hand-drawn comic strip featuring supplied images of Captain Mercaptan and his two sidekicks, Sunny and Piper, that relate to natural gas safety. **Illustrations should not include the likenesses of any trademarked or copyrighted characters besides those included in The Adventures of Captain Mercaptan, Volume 2.** Classrooms in grades Kindergarten through fifth in Eligible Schools may submit a safety message for Captain Mercaptan and his sidekicks, Sunny and Piper, and comic strip entries through their Facilitator. The Contest will be divided into four (4) Phases. In Phase 1, Facilitators will submit Contest Entries (as defined below). In Phase 2, ten (10) Finalists from each grade will be determined by public voting. In Phase 3, a panel of judges, selected in the sole discretion of the Sponsor, may identify two (2) additional Finalists per grade from among all Contest Entries received throughout the Contest Period. In Phase 4, the Finalist Contest Entries from Phases 2 and 3 will be judged by a separate panel of judges, also selected in the sole discretion of the Sponsor, to determine the prize winners. The Sponsor will announce an overall award winning prize and one (1) additional winner from each grade, Kindergarten through fifth, for a total of seven (7) \$5,000 prizes.
- 3. WINNERS & PRIZES:**
All prize winners are subject to verification of eligibility and compliance with these Official Rules.

BGE CAPTAIN’S CHOICE AWARD (1): \$5,000 awarded by the Sponsor in the form of a check presented by the Sponsor and the Baltimore Community Foundation made payable to the winning Eligible School during a special prize presentation, which may be used to fund a school project.

BGE TEACHER AWARDS

- **(1):** \$500 awarded by the Sponsor to the Facilitator of the Eligible School receiving the BGE Captain's Choice Award to fund classroom supplies. Award will be presented by the Sponsor made payable to the teacher of the winning class during a special prize presentation.
- **(5):** \$100 awarded by the Sponsor to the Facilitator of the Eligible School receiving the BGE Hero Awards to fund classroom supplies. Award will be presented by the Sponsor made payable to the teacher of the winning class.

BGE HERO AWARDS (6) (One (1) per grade K-5): \$5,000 will be awarded to each BGE Hero Award winner by the Sponsor in the form of a check presented by the Sponsor and made payable to the winning Eligible School, which may be used to fund a school project.

BGE ROCK THE VOTE AWARD (1): The one (1) Contest Entry with the highest number of votes during the Public Voting Phase will be deemed the BGE Rock the Vote Award Winner. A BGE branded backpack with safety gear will be awarded to each student in the winning classroom.

PRIZE CONDITIONS: Limit one (1) BGE Hero Award prize per Eligible School. Prize checks will be made payable and awarded to the winning Eligible School, as opposed to any participating student, the Facilitator, or any individual faculty/staff member. All prize details are at the sole discretion of the Sponsor. All prizes are awarded "as is" with no guarantee or warranty, either express or implied by Sponsor. No substitution or transfer of prize (or portion thereof) is permitted, except at Sponsor's sole discretion. Any and all federal, state and local taxes on the prize, and any other costs, fees, and expenses associated with prize acceptance not explicitly stated herein as being awarded are the sole responsibility of the winning Eligible Schools. Schools that have previously been awarded the BGE Captain's Choice Award are not eligible to receive the BGE Captain's Choice Award again. However, previous BGE Captain's Choice Award winners are eligible to win a BGE Hero Award or the BGE Rock the Vote Award.

4. **HOW TO ENTER THE CONTEST:**

Phase 1 - Contest Entry: This phase of the Contest begins at 12:00AM Eastern Time ("ET") on August 26, 2019 and ends at 11:59PM ET on November 10, 2019 ("Contest Period").

Eligible Facilitators may visit the website at www.bgegashero.com ("Promotion Website") and follow the directions to download an official entry kit, which will include a waiver and release form that must be signed by the parent(s) or legal guardian(s) of the student(s) who draw submitted comic strips, along with a blank W-9 form. The eligible classroom students (while under the guidance and supervision of the Facilitator) will read *The Adventures of Captain Mercaptan, Volume 2* and then work through a natural gas safety lesson provided in the downloadable entry kit. After reading the story and reviewing the lesson, the class will write a safety message learned from the lesson or story. After completing the safety message as a class, each student will have the opportunity to hand-illustrate a related story or concept featuring supplied images of Captain Mercaptan and his sidekicks. These hand-drawn illustrations are referred to as the comic strip. In the comic strip, each student will need to include supplied images of Captain Mercaptan and/or his two sidekicks, Sunny and Piper, from the entry kit. The comic strip should also finish the story and maintain the theme of *The Adventures of Captain Mercaptan, Volume 2*. **Illustrations should not include the likenesses of any trademarked or copyrighted characters besides those included in *The Adventures of Captain Mercaptan, Volume 2*. With the exception of the supplied images, only illustrations done by hand will be accepted. Computerized or electronically created illustrations will not be accepted.** The class will then vote for their one (1) favorite comic

strip from among all the comic strips created by their classmates and the winning comic strip will accompany the class' safety message submitted into the Contest. Each entry must be uploaded to the Promotion Website separately.

The Facilitator will also create a short description of a school enrichment project that will be funded should they win the contest. Enrichment is defined as learning opportunities and activities that engage students in developing essential knowledge, skills, values, and relationships as a vehicle for inspiring learning and encouraging academic and life success. School projects for math, environmental, science, reading, language arts, fine and performing arts, social studies, technology and career/vocational are examples of enrichment projects. The Facilitator will fill out the enrichment project description as well as upload the one (1) comic strip and safety message to the Promotion Website. (The enrichment project description and personal information will NOT be part of the posted entry that will appear on the website during public voting.)

The comic strip, safety message, school enrichment project description and the entry kit, including all required documents, will be collectively referred to as a "Contest Entry". Student(s) must participate in the Contest with parental approval and under the guidance and supervision of the Facilitator. Contest Entries must be submitted by the Facilitator; eligible students are not permitted to submit a Contest Entry on their own. The submitted illustration may be completed using any medium for drawing by hand (i.e. crayons, markers, pencils, pens, paints), but it is the responsibility of the Facilitator to scan and upload an illustration that is an accurate representation of the original. BGE may ask for the original illustration to be mailed if the scanned quality is deemed not suitable for posting on the Promotional Website. All Contest Entries, parental waivers and a W-9 for the school must be submitted and received by the Sponsor by 11:59PM ET on November 10, 2019 to be considered.

5. REQUIREMENTS OF ENTRIES: Contest Entries will be disqualified if they contain, as determined in the sole discretion of the Sponsor any content that:

- includes the depiction of unsafe natural gas practices, including but not limited to, lighting matches, creating sparks or illustrating an explosion when natural gas is present;
- contains any personal identification, such personal names, e-mail addresses or street addresses;
- is created in whole or part using computer or other electronic means;
- depicts any individuals, defames or invades the publicity rights or privacy of any person, living or deceased, or otherwise infringes upon any person's personal or proprietary rights;
- is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous, including without limitation activities involving natural gas; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group;
- defames, misrepresents or contains disparaging remarks about other people or companies, including the Contest Organizations;
- contains copyrighted materials owned by others (with the exception of the materials or elements owned by the Sponsor, which participating students are permitted to use for the purposes of this Contest) including words, photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media, without written permission in a form satisfactory to Sponsor;

- communicates messages or images inconsistent with the positive images and/or good will to which the Sponsor wishes to associate;
- in any manner that includes the likeness of any trademarked or copyrighted characters besides those included in The Adventures of Captain Mercaptan, Volume 2; and/or
- violates any law.

By submitting a Contest Entry, each Facilitator acknowledges and agrees that his/her classroom's Contest Entry may be posted on the Promotion Website and other Sponsor websites during and following the Contest and voted on by the public. Contest Organizations are not responsible for any unauthorized use of Contest Entries by third parties. Contest Organizations do not guarantee the posting of any Contest Entry and Sponsor may remove a Contest Entry at any time or for any reason, in its sole discretion.

By participating in the Contest and submitting a Contest Entry, each Facilitator represents and warrants 1) that the work submitted is original (except for materials or elements owned by Sponsor, including images of Captain Mercaptan and his sidekicks, which participating students are permitted to use for the purposes of this Contest), 2) that it complies with these Official Rules, 3) that the safety message and comic strip have not been previously published, 4) that the safety message and comic strip do not infringe the intellectual property rights of any other party. In addition, by submitting a Contest Entry, the Facilitator warrants and represents that he/she consents to the submission and use of the Contest Entry in the Contest and to its use as otherwise set forth in these Official Rules. Participants acknowledge and agree that Sponsor may receive other Contest Entries under this Contest that may be similar or identical to the Contest Entry submitted by other participants, and waive any and all claims he/she may have had, may have, and/or may have in the future, that any other Contest Entry reviewed and/or used by Sponsor may be similar to his/her Contest Entry.

6. **FINALIST DETERMINATION:**

Phase 2 – Public Voting Phase: This phase of the Contest begins at 12:00AM ET on November 18, 2019 and ends at 11:59PM ET on December 1, 2019. (“Public Voting Phase”). All eligible Contest Entries will be uploaded to www.bgegashero.com where individuals who are 13 years of age or older will be able to view the Contest Entries and vote for their favorite. Limit three (3) votes per person per IP address, per Contest Entry each day throughout the Public Voting Phase. Votes received from any person or IP address in excess of the stated limitation will be void. Participants are prohibited from obtaining votes by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to members of the public and/or using any websites or online forums designed to induce individuals or provide other incentives to vote for their Contest Entry, as determined by the Sponsor in its sole discretion. All votes are subject to final verification by the Sponsor. Use of script, macro or other automated system to vote or with the intent to impair the integrity of the voting process is prohibited and all such votes will be void. The ten (10) Contest Entries from each grade (K-5) with the highest total number of votes (a total of sixty (60) Contest Entries) will be deemed finalists and advance to the Finalist Judging Phase, subject to verification of eligibility and compliance with these Official Rules. In the event of a tie, an additional “tie-breaking” judge will determine the finalist(s) based on the criteria set forth in Phase 3. Sponsor reserves the right to advance fewer than ten (10) finalists for any grade level to the Finalist Judging Phase if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Contest Entries from that grade level.

Phase 3 – Sponsor Judging Phase: This phase of the Contest begins at 12:00AM ET on December 2, 2019 and ends at 11:59PM ET on December 8, 2019 (“Sponsor Judging Phase”). All eligible Contest Entries received from all Participating Counties will be judged by a panel of judges selected

in the sole discretion of the Sponsor. Judging will be based on the following criteria: overall creativity (45%); demonstrated understanding of natural gas safety (10%); and, illustration artistry (45%). In addition to the finalists selected in the Public Voting Phase, two (2) Contest Entries with the highest total scores from each grade will be deemed finalists by the Sponsor, subject to verification of eligibility and compliance with these Official Rules. Sponsor reserves the right to advance fewer than two (2) finalists to the Finalist Judging Phase if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Contest Entries. The finalists selected as a result of the Sponsor Judging Phase may also happen to be selected finalists through the separate Public Voting Phase or may be different.

Phase 4 - Finalist Judging Phase: This phase of the Contest begins at 12:00AM ET on December 9, 2019 and ends at 11:59PM ET on December 15, 2019 (“Finalist Judging Phase”). All finalist Contest Entries from both the Public Voting Phase and the Sponsor Judging Phase will be judged by a panel of judges, separate from those selected in the Sponsor Judging Phase, selected in the sole discretion of the Sponsor. Judging will be based on the following criteria: overall creativity (45%); demonstrated understanding of natural gas safety (10%); and illustration artistry (45%). The one (1) Contest Entry with the highest total score in each grade (a total of six (6) Contest Entries) will be deemed BGE Hero Award Winners. The one (1) BGE Hero Award Winner with the highest total score amongst all BGE Hero Award Winners will also receive the BGE Captain’s Choice Award. Schools that have previously been awarded the BGE Captain’s Choice Award are not eligible to receive the BGE Captain’s Choice Award again the following year. However, previous BGE Captain’s Choice Award winners are eligible to win a BGE Hero Award or the BGE Rock the Vote Award. In the event of a tie for any winner, the finalist receiving the highest score in the “creativity” category during the Finalist Judging Phase shall be deemed the winner of the applicable prize.

7. **FINALIST NOTIFICATION:** The Facilitator for each finalist who has been selected as a winner will be notified by telephone, mail and/or email after January 20, 2020. An authorized administrator of the Eligible School will be required to sign an Affidavit of Eligibility, Liability and Publicity Release, which must be returned within seven (7) business days of the date of the initial finalist notification. In the event such notification is undeliverable, the Facilitator for a potential winning finalist fails to sign and return requested documentation within seven (7) business days of date of issuance, or Sponsor’s inability to contact the Facilitator of a potential winning finalist within a reasonable time period or noncompliance with these Official Rules by a Facilitator or potential winning finalist will result in disqualification, a runner-up finalist may be notified for the applicable prize, at Sponsor’s sole discretion, and the same time frame and requirements will apply to such runner-up.
8. **PRIZE FOOTAGE:** Winning entries and their participating Facilitators and students may be photographed, videotaped and otherwise recorded by Sponsor (collectively, "Footage") during the prize presentation. Footage will be owned by the Sponsor who has the right to use, edit, adapt, post, stream, copy and exploit such Footage and all elements embodied therein, including any school trademarks, mascots, logos, and the names and likenesses of any persons appearing in the Footage, in any and all media now known or hereafter devised throughout the world, in perpetuity, for advertising, promotional, trade and other purposes. As a condition of receiving any prize, winning Eligible Schools (and the parents or legal guardians of participating students) must agree that their school name, trademarks, mascots and logos and the names, voices, performances, images or likenesses of participating students and those of any other individuals present at the presentation may be included in the Footage, in Sponsor’s sole discretion. Winning Eligible Schools

(and the parents or legal guardians of participating students) agree to help Sponsor obtain necessary releases (as applicable) if requested by Sponsor to do so.

9. **GENERAL:** By participating, each participant agrees: (a) to abide by these Official Rules and the decisions of the Sponsor and judges, which shall be final and binding in all respects relating to this Contest; (b) to release, discharge and hold harmless Contest Organizations, and their respective officers, directors, shareholders, employees, agents, the judges, and representatives and their affiliates of the foregoing (collectively, “Released Parties”) and their respective affiliates from any and all claims, injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from participant’s participation in the Contest or any Contest-related activity or the acceptance, possession, use or misuse of any awarded prize; and (c) to the use of his/her name, voice, performance, Contest Entry, image and/or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from participant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so.
10. **OWNERSHIP/USE OF CONTEST ENTRIES:** By entering this Contest, and to the extent allowed by law, participants (and the parents or legal guardians on behalf of participating students) (a) agree to and hereby do irrevocably transfer, assign, and convey to Sponsor all right, title, and interest in and to participant's Contest Entries submitted (whether acceptable/eligible or not, regardless of the form they take, and including, without limitation) and any and all copyrights, trademarks, contract and licensing rights, moral rights or “droit moral” and other intellectual property and proprietary rights in the participant’s Contest Entry are irrevocably transferred to, assigned to, and conveyed to the Sponsor automatically upon submission and will be owned exclusively by the Sponsor which may license all such rights to others (collectively “Licensees”), all without any further consideration or payment to participant, (b) shall execute and deliver documents, at Sponsor’s expense, requested by Sponsor or as may be necessary to vest in Sponsor the rights and waivers provided herein, (c) agree that email may satisfy any writing requirement that may apply to the assignment, conveyance, transfer, license, or waiver of any of the aforementioned rights, (d) waive and release Sponsor from any and all claims that participants may now or hereafter have in any jurisdiction based on moral rights or “droit moral” or unfair competition with respect to Sponsor’s exploitation of Contest Entries without further compensation to participants of any kind, (e) agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against Sponsor or Licensees, or any other person, on the grounds that any use of any Contest Entry, or any derivative works, infringe or violate any of participants’ rights therein, and (f) agree that no Contest Entries will be returned to participants. As the owner of the Contest Entries and all rights therein, the Sponsor has the absolute right to grant permission to Licensees, to edit, modify, cut, rearrange, add to, delete from, reproduce, encode, store, transmit, produce, publish, rent, lease, distribute (directly or indirectly through multiple tiers), post, broadcast, publicly perform or display, adapt, exhibit and/or otherwise use or reuse or exploit (without limitation as to when or to the number of times used) and use the content of and elements embodied in the Contest Entries and the Contest Entries themselves in perpetuity in any and all media including but not limited to digital and electronic media, computer, DVD, CD, Promotion Website, print, audio and audiovisual media (whether now existing or hereafter devised), in any language, throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration or compensation to participants or any third party. Each participant also agrees that the Sponsor and Licensees shall have the right and permission to use his/her name, photograph, testimonial or other likeness and/or prize information or personal exposition (and/or any edited portion thereof) for promotional,

advertising and/or publicity purposes in any media, now or hereafter known throughout the world in perpetuity, without compensation or notice to, or further consent of, the participants, finalists or the Winners to the extent permitted by law. Each participant also agrees that the Sponsor may have access to, may have created, or may in the future create designs, ideas and concepts that may have familiarities or similarities to his/her Contest Entry, and that he/she will not be entitled to any compensation or right to negotiate with the Sponsor because of these familiarities or similarities.

11. **MISCELLANEOUS:** Released Parties are not responsible for late, lost, damaged, inaccurate, delayed, misdirected, incomplete, undeliverable, destroyed or stolen Contest Entries, safety messages, comic strips, or votes; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing or judging of Contest Entries, the tabulation of votes, the cancellation or postponement of any dates set forth in the Official Rules of prize presentation, the announcement of the prizes, or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Contest or downloading materials from or use of the any website used in connection with this Contest. Persons who tamper with or abuse any aspect of the Contest or any website (including the Promotion Website), who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated Contest Entries will be void. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND ANY AND ALL REMEDIES AVAILABLE (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.** Should any portion of the Contest be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Contest Entries, or if the Contest is unable to run as planned for any other reason, the Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Contest and, if terminated, at its discretion, determine the potential winners from all eligible, non-suspect Contest Entries received for the Contest, prior to action taken using the judging procedure outlined above.
12. **ARBITRATION:** Except where prohibited by law, as a condition of participating in this Contest, participants agree that (a) any and all disputes and causes of action arising out of or connected with this Contest, or any awards provided, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the participant; (b) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (c) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will participants be permitted to obtain awards for such dispute, and participants hereby waive all rights to claim punitive, incidental or consequential damages, or any

other damages, including attorneys' fees, other than the participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Contest), and participants further waive all rights to have damages multiplied or increased.

13. **CHOICE OF LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participants and the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of the state of Maryland, USA.
14. **REQUEST FOR WINNERS' NAMES:** For the names of the winners (available after January 31, 2020), send a self-addressed stamped envelope to: 2019 BGE Gas Safety Contest Winners, 729 E. Pratt Street, Suite 100, Baltimore, MD 21202, for receipt no later than February 29, 2020.

SPONSOR: Baltimore Gas and Electric Company, 110 W. Fayette Street, Suite 900, Baltimore, MD 21201. gashero@bge.com