

**Constellation NewEnergy, Inc. (“Constellation”)
Constellation Bay Quiz Sweepstakes (the
“Sweepstakes”)**

**NO PURCHASE NECESSARY TO ENTER OR WIN.
A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF
WINNING. VOID WHERE PROHIBITED BY LAW.**

*Please review the Official Rules below to learn more details about:
“Constellation Bay Quiz”
Sweepstakes.*

SUMMARY

The “Constellation Bay Quiz” Sweepstakes begins at 12:00:01 a.m. Eastern Time (“ET”) on the Monday and ends at 11:59:59 p.m. ET the following Sunday (each week, a “Sweepstakes Period”); provided; however the first Sweepstakes Period for the first weekly Sweepstakes will begin at 3:00 P.M. Eastern Time (“ET”) on July 15, 2013 and the last Sweepstakes Period for the last weekly Sweepstakes will end at 11:59:59 p.m. ET on August 11, 2013.

LEGAL TERMS AND CONDITIONS

Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to, and acceptance of, these Official Rules.

The Sweepstakes is sponsored and conducted by Constellation NewEnergy, Inc. (“Constellation” or the “Sponsor”). Constellation is headquartered at 100 Constellation Way, Baltimore, MD 21202. The Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Facebook. Information submitted in connection with the Sweepstakes is being provided to Constellation, the Sponsor, and not to Facebook.

ELIGIBILITY

This Sweepstakes is open to individuals who are permanent legal residents of one of the fifty (50) United States or the District of Columbia and who are at least 18 years of age or older at the time of entry. Employees, officers, board members, contractors, and consultants of Constellation or their immediate family members, are ineligible to participate in the Sweepstakes. “Immediate family members” means spouse, parents, step-parents, legal guardians, children, step-children, siblings and step-siblings, and each of their respective spouses. The Sweepstakes is void where prohibited by law.

HOW TO ENTER

To enter the “Constellation Bay Quiz” Sweepstakes, become a fan of the Constellation Facebook page and submit the required information via an electronic form under the “Bay Quiz” tab (or follow the alternative method of entry instructions below). This tab can be found on our Facebook Fan Page under the tabs section.

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The following information is required with your entry:

- **First Name**
- **Last Name**
- **Email address**
- **ZIP Code**
- **Date of Birth**
- **Answer to Constellation Bay Quiz question**
- **Agreement to Official Rules**

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

Alternative Method of Entry: To enter without using Constellation’s Facebook page, send a postcard with your name, complete street address, city, state, ZIP code, telephone number including area code and valid email address to “Constellation Bay Quiz Sweepstakes Drawing” on a 3” x 5” postcard in a stamped envelope via first class mail to Rachel Duncan, Constellation NewEnergy, Inc., 100 Constellation Way, Baltimore, MD 21202. Each postcard Entry must be mailed separately, and postmarked by the last day of each week (end of each Sweepstakes Period) at 11:59 PM ET and received by four (4) days after the last day of each week (end of each Sweepstakes Period) at 11:59 PM ET. One entry per postcard. No mechanically reproduced or photocopied mail-in entries will be accepted. Sponsor is not responsible for misdirected, mutilated, unintelligible, illegible, incomplete, lost, late or postage-due mail/entries.

ELIGIBLE ENTRIES

To be eligible for entry in the Sweepstakes, entries must be submitted through Constellation’s Facebook page (or by the alternative method of entry described above) during the weekly Sweepstakes Periods.

Constellation is not responsible for late, lost, delayed, damaged, misdirected, incomplete, illegible or unintelligible entries.

Limit one (1) entry per person, per email, per week during the Sweepstakes Period. Any attempt by an entrant to obtain more than the permitted number of entries by any method will void all of such entrant’s entries, and such entrant may be disqualified from the Sweepstakes. Sponsor reserves the right, in its sole discretion, to void any and all entries of an entrant who submits more than the stated maximum limit of entries by using multiple/different email addresses, tags, identities, registrations and/or logins, or any other methods, or who Sponsor believes has attempted to tamper with, influence or impair the entry process, administration, security, fairness, or proper play of this Sweepstakes or is acting in violation of these Official Rules or in a disruptive manner. Use of any automated system to submit entries is prohibited and will result in disqualification of all such entries as well as the entrant. Sponsor may reject any submitted entry that it determines, in its sole and absolute discretion, fails to meet any of the eligibility requirements. Sponsor is not responsible for lost, late, incorrect, incomplete, invalid, damaged, unintelligible, illegible, or misdirected registrations, which will be disqualified.

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Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Machine or computer-generated entries will be disqualified.

PRIZES

A total of four prizes will be awarded between July 15, 2013 and August 11, 2013 based upon random drawing, with approximate retail values from \$350 to \$500 each. Please refer to the “Bay Quiz” tab found on our Facebook Fan Page under the tabs section for a description of the prizes.

No prize transfer, assignment, or substitution by winners is permitted. If a prize (or part of a prize) is unavailable, Constellation, in its discretion, reserves the right to substitute the original prize (or that part of the prize) with an alternative prize of equal monetary value and/or specification, unless to do so would be prohibited by law. Prizes may be fulfilled by a third party. Unclaimed prizes will be forfeited.

WINNER SELECTION AND NOTIFICATION

Winners will be selected in a random drawing from all eligible entries received during each applicable Sweepstakes Period. Odds of winning a weekly Sweepstakes depend on the number of eligible entries received during that weekly Sweepstakes Period. A random drawing will be conducted by Sponsor or Sponsor's designated agent or representative on or about four (4) days after the last day of each week (end of each Sweepstakes Period.) Prize winner will be notified by email at the email address set forth in the entrant's registration form.

Constellation reserves the right to disqualify any entry that is deemed by Constellation, in the sole and unfettered discretion of Constellation, (i) to infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity, (ii) to contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content, (iii) to promote bigotry, racism, hatred or harm against any group or individual or promote discrimination based on age, disability, gender, nationality, race, religion, or sexual orientation, (iv) to contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where the entry is created, (v) to be offensive, defamatory, or demeaning or otherwise damaging to Constellation or any other party's reputation or goodwill or otherwise to be inappropriate for use by Constellation as contemplated by these Official Rules, or (vi) or to violate any of these Official Rules.

Potential winner shall be required to sign and return an Affidavit, Declaration or Certificate of Eligibility. Return of any prize notification as undeliverable or failure to execute and deliver, by the specified deadline, to Constellation any required documents, may result in disqualification from the Sweepstakes, and random selection of another entrant as the winner. Constellation is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify winners.

NONCOMPLIANCE OR RETURN OF PRIZE NOTIFICATION AS UNDELIVERABLE, WHETHER BY REGULAR MAIL OR BY EMAIL, MAY RESULT IN DISQUALIFICATION AND SELECTION OF AN ALTERNATE POTENTIAL WINNER.

Accepting the prize constitutes the winner granting Constellation permission to use and disclose winner's name and/or hometown (including state) without compensation.

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LIMITATIONS OF LIABILITY

By entering this Sweepstakes, all entrants agree to release, discharge, and hold harmless Constellation, Facebook, and their affiliates, subsidiaries, advertising agencies, directors, officers, employees, representatives and agents (the “Released Parties”) from any claims, losses, and damages or rights, claims and actions of any kind arising in connection with or resulting from participation in the Sweepstakes, including claims based on publicity rights, defamation, or invasion of privacy, or any Sweepstakes-related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder. The Released Parties will not be liable to you for any lost profits or other consequential, special, indirect, or incidental damages arising out of or in connection with the Sweepstakes, even if they have been advised of the possibility of such damages. The Released Parties’ aggregate liability arising out of the Sweepstakes will not exceed the greater of one hundred dollars (\$100) or the amount you have paid the applicable Released Party in the past twelve months. Applicable law may not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. In such cases, the Released Parties’ liability will be limited to the fullest extent permitted by applicable law.

Constellation and Facebook assume no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Sweepstakes entries or entry forms; alteration of entries or entry forms; or any printing or typographical errors in any materials associated with the Sweepstakes. Neither Constellation nor Facebook is responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email entry to be received on account of technical problems or traffic congestion on the Internet or at any website, human errors of any kind, or any combination thereof, including any injury or damage to entrants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to this Sweepstakes.

TRADEMARKS

Company names and trademarks associated with the prizes are used solely for the purposes of prize identification. No endorsement, authorization, sponsorship, or approval of the prize manufacturer or trademark owner is intended or implied by such use.

GENERAL TERMS AND CONDITIONS

THE SWEEPSTAKES IS VOID WHERE PROHIBITED. Each entrant agrees that the Sweepstakes shall be subject to and governed by the laws of the State of Maryland, excluding conflict of laws rules. Each entrant agrees that any and all disputes regarding the Sweepstakes or arising out of your use of this Sweepstakes website shall be resolved exclusively by a state or federal court in Baltimore, Maryland, and you also agree to submit to the jurisdiction of any such court for the purpose of resolving any such dispute. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure

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in case of disputes or claims resulting from or in connection with the Sweepstakes are hereby excluded and each entrant expressly waives any such rights,

By entering, entrants also agree (a) to be bound by these Official Rules; (b) to follow the Facebook Statement of Rights and Responsibilities and Constellation’s Facebook Page House Rules; and (c) that the decisions of Constellation are final and binding with respect to all matters relating to the Sweepstakes.

All federal, state/provincial/territorial, and local taxes, fees and surcharges and taxes (whether foreign or domestic, and including income, sales, and import taxes) on prizes are the sole responsibility of the prize winner.

Constellation reserves the right to disqualify any entrant who submits an entry that is not in accordance with these Official Rules, who violates the Facebook Statement of Rights and Responsibilities or the Constellation Facebook Page House Rules, or who tampers with the entry process. Failure by Constellation to enforce any of its rights at any stage does not constitute a waiver of those rights.

RIGHT TO CANCEL OR SUSPEND SWEEPSTAKES

Constellation reserves the right, in its sole discretion, to cancel, terminate, modify, extend, or suspend the Sweepstakes should (in its sole discretion) computer virus, bugs, non-authorized human intervention, fraud, or other causes beyond its control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes. Constellation reserves the right, at its sole discretion, to disqualify any individual it determines to be tampering with the entry process or the operation of the Sweepstakes or the Sweepstakes website.

WINNERS LIST AND OFFICIAL RULES

A copy of these Official Rules and a winners list may be obtained by sending an email request to socialmedia@constellation.com. Requests for winners list must be received no later than three (3) months following the end of the Sweepstakes Period.

PRIVACY POLICY

Each entrant agrees that personal data, including name and address, may be processed, shared, and otherwise used for the purposes and within the context of the Sweepstakes and purposes outlined in these Official Rules and as permitted under Constellation’s Privacy Policy. See [Constellation’s Privacy Policy](#).

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COPYRIGHT INFRINGEMENT NOTIFICATION

Constellation respects the copyrights and other intellectual property rights of third parties and does not endorse, promote, or contribute to the infringement of such third party rights.

Pursuant to the Digital Millennium Copyright Act, and specifically 17 U.S.C. 512 (c)(3), you may submit written notification of copyright infringement to Constellation’s Copyright Agent. Such notification must include at least the following information:

- (1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (2) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted work at a single inline site are covered by a single notification, a representative of such works at that site;
- (3) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provide to locate the material;
- (4) Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
- (5) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by copyright owner, its agent, or the law; and
- (6) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Constellation’s designated Copyright Agent is Kevin Stepanuk, Exelon Business Services Company, LLC, S23-1, 2301 Market Street, Philadelphia, PA 19103.
<mailto:Kevin.Stepanuk@exeloncorp.com>. Fax number: 215-841-4474.