

TEXAS CO-OP POWER HOME ENERGY MAKEOVER CONTEST OFFICIAL CONTEST RULES

1. PRELIMINARY INFORMATION: No Purchase Necessary. No entry fee, payment or proof of purchase is required to participate in the Contest. The time to enter the Texas Co-op Power Home Energy Makeover contest (the "Contest") begins December 28, 2009 and ends March 10, 2010 (the "Contest Period"). The winners will be announced in the August issue of Texas Coop Power magazine. Limit one entry per household during the Contest Period. VOID WHERE PROHIBITED.

2. HOW TO ENTER: To enter, you must complete an entry form (the "Entry Form"). Submit your entry at www.texascooppower.com or mail your entry to: Texas Co-op Power, 1122 Colorado St., 24th Floor, Austin TX 78701. Entry Forms are also available in the January 2010 issue of Texas Co-op Power magazine. Entries must be received before 11:59 p.m. on March 10, 2010, to be eligible for the Contest. You may enter only once during the Contest Period. Multiple entries received from any person beyond this limit will void all such additional entries. Entries that are incomplete or illegible for any reason are void and will not be accepted.

3. ELIGIBILITY; PRIZES: You must be at least 18 years of age, own and occupy a home in the State of Texas, be a legal United States resident, be a member of a participating Texas electric cooperative and submit a completed contest Entry Form. Entrants may be required to provide proof of legal United States residency if requested by Texas Co-op Power or sponsors of the Contest to determine eligibility. Employees, board members and officers of Texas Co-op Power, participating electric cooperatives, Contest sponsors or any companies owned by or affiliated with Contest sponsors, advertising agencies and any other company involved with the design, production, execution or distribution of this Contest, or any family or household members of such employees, board members and officers are not eligible to enter or win the Contest. A minimum of 20 finalists will be selected statewide. A minimum of four (4) Finalists (the "Winners") statewide will be selected to receive free energy-efficiency measures, with a value of up to \$10,000 (the "Prize"). Subject to the foregoing, the specifics of the Prize will be determined solely by Texas Co-op Power and Utility Exchange. Any upgrades or changes made to the Winners' homes are subject only to the warranties of the manufacturer and of the installing contractor. Texas Co-op Power does not make any

representation or extend any warranty for such upgrades or changes, and the same are to be accepted by the Winners "as is" and without warranty. The Finalists and the Winners are solely responsible for all applicable taxes. Texas Co-op Power and the Contest sponsors make no representations or warranties of any kind concerning the appearance or performance of any upgrades or changes made to the Winners' homes. Estimated odds of winning are 1 in 1,200,000 (total magazine circulation) and in each case will depend on the judges' evaluation of the criteria described below; however, the actual odds of winning the Prize depend on the total number and quality of eligible entries received prior to the end of the Contest Period.

4. SELECTION OF FINALISTS AND WINNER. A panel of qualified judges from Texas Co-op Power, Utility Exchange, electric cooperatives and sponsor representatives will evaluate Entries and select a minimum of 20 finalists. Evaluation may include, but not limited to, review of the Entrants' past home energy use based on voluntary access to utility records, and behavior based on telephone or in-home visits. Each finalist will be required to complete a detailed in-person interview with one or more of the judges and may be required to provide such person(s) with a tour of the finalist's home. An energy analysis of each finalist's home also will be conducted, leading to the selection of a minimum of four Winners for the Contest from all eligible entries received. Winners will be notified by May 1, 2010. All judges' decisions are final and binding.

5. ENTRIES. All Entries become the property of Texas Co-op Power and will not be acknowledged or returned. By submitting your Entry to Texas Co-op Power, you hereby grant and assign to Texas Co-op Power and its affiliates, subsidiaries and licensees the irrevocable, perpetual and royalty-free right to use, reproduce, edit, display, transmit, prepare derivative works of, modify, publish and otherwise make use of the Entry in any and all media, whether now known or hereinafter created, throughout the world and for any purpose.

6. GENERAL: This Contest is subject only to the laws of the State of Texas and the United States. Prizes will be awarded and/or delivered only to addresses within the State of Texas. No substitution of Prizes is offered, no transfer of a Prize to a third party is permitted and non-cash prizes may not be redeemed for cash value. Prize winners will be solely responsible for all applicable federal, state and local taxes on prizes; winners will receive an IRS Form 1099 for the retail value of the prize. All other expenses on the receipt and use of the prize not specifically mentioned herein

are the sole responsibility of the winner. Any portion of a prize not accepted by a Winner will be forfeited and may be awarded to another contestant at the discretion of Texas Co-op Power.

7. CONDUCT: By entering the Contest, entrants agree that these Award Rules and the decisions of Texas Co-op Power and the Judges shall be final and binding in all respects. The Award Rules will be posted on the Texas Co-op Power Web site (www.texascooppower.com) throughout the Contest Period. Texas Co-op Power reserves the right to alter any rules of the Contest at any time. Failure to comply with these Award Rules may result in disqualification. Texas Co-op Power reserves the right at its sole discretion to disqualify any individual found to be tampering with the entry process or the operation of the Contest or the Web site; or to be acting in any manner deemed by Texas Co-op Power to be in violation of the Award Rules; or to be acting in any manner deemed by Texas Co-op Power to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, TEXAS CO-OP POWER RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON UP TO THE FULLEST EXTENT PERMITTED BY LAW.

8. LIMITATIONS OF LIABILITY: Texas Co-op Power assumes no responsibility or liability for (a) any incorrect or inaccurate Entry information, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of Entries at any point in the operation of this Contest; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of the Contest; (d) inaccessibility or unavailability of the Internet or the Texas Co-op Power Web site or any combination thereof; or (e) any injury or damage to entrants or to any other person's computer which may be related to or resulting from any attempt to participate in the Contest or download of any materials in the Contest. If, for any reason, the Contest is not capable of running as planned for reasons that may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of

this Contest, then Texas Co-op Power reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest in whole or in part.

9. FINALISTS AND WINNERS NOTIFICATION: Finalists and Winners will be notified in person or by postal mail, e-mail, or telephone based on the information provided on the contest entry form. The Winners and Finalists will be required to sign and return a Contest Winner Agreement, including a Liability Release clause and a publicity release within seven days of notification from Texas Co-op Power or its agent. If any of the required documents are not returned within the required number of days, any mail (postal or e-mail) is returned as undeliverable without a forwarding address, a Finalist or the Winner cannot be contacted after two attempts, or a Finalist declines to participate in the Final Round, the prize may be forfeited and an alternate Winner or Finalist may be selected at the sole discretion of Texas Co-op Power.

10. RELEASE: All entrants, as a condition of entry into the Contest, agree to release Texas Co-op Power, participating electric cooperatives, Contest sponsors, their subsidiaries, divisions, affiliates, suppliers, printers, distributors and advertising, promotional or judging agencies, 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 submitting an Entry or Finalist Submission, or otherwise participating in any aspect of the Contest, the receipt, ownership or use of any prize awarded, or while preparing for, participating in or traveling to or from any prize-related activity, or for any typographical or other error in these Award Rules or the announcement or offering of any prize. Except where prohibited by law, the Winners and the Finalists grant to Texas Co-op Power the right to print, publish, broadcast and use worldwide in any media now known or hereinafter known (including without limitation use online at www.texascooppower.com) the Winners' and Finalists' names, addresses, voices, statements, pictures or other likenesses, without additional compensation, for public relations, advertising and promotional purposes as may be determined by Texas Co-op Power.

11. DISPUTES. As a condition of participating in this Contest, the entrant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Texas having

jurisdiction. Further, in any such dispute, under no circumstances will entrant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, including reasonable attorneys' fees, other than entrants' actual out-of-pocket expenses (i.e., costs associated with entering this Contest), and entrant further waives all rights to have damages multiplied or increased.

12. WINNERS AND FINALISTS LIST: For the names of the Winner and the Finalists, visit www.texascooppower.com on or after May 1, 2010.

13. SPONSORS: Contest sponsors include Texas Co-op Power and others identified at www.texascooppower.com.