

DTE ENERGY – Energy Efficiency Commercial Customer 2023 Energy Efficiency (“Contest”)

Details and Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN.

1. Eligibility: is open only to legal residents of Michigan who are DTE Energy commercial customers with an electric or combination gas/electric active account and are at least eighteen (18) years old at the time of entry (“Eligible Customers”). Employees of an Eligible Customer are permitted to enter the contest on behalf of the Eligible Customer. Employees of DTE Energy (the “Sponsor”), and its parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members are not eligible. The Contest is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Participation constitutes the Eligible Customer’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Contest.

2. Sponsor: DTE Energy

3. Timing: The Contest begins on September 20, 2023 and all entries must be received by Sponsor no later than November 10, 2023.

4. How to Enter: Eligible Customers can enter to win by using the Contest entry online form indicated by the URL or Enter Now buttons in contest marketing communications or by visiting www.dteenergy.com/makeover.

5. Winner Selection: Three (3) winners will be selected based on answering the criteria included in the entry form, including the write in responses. Winning entries will be evaluated on quality of answers as well as the eligible Customer’s current actions taken towards achieving energy efficiency or willingness/plans to make improvements in the future, as indicated by write-in entry questions. Winners will not be selected based on business name, business type, business location, business size, business owner or employee who entered on behalf of Eligible Customer or any other criteria specific to the Eligible Customer. All entries will be judged and selected fairly and inclusively by a diverse internal panel of Sponsor program leads and marketing personnel.

6. Prize: Five (5) to six (6) finalists will be selected for further evaluation to see if they qualify to be a grand prize winner. All finalist will receive a free business energy consultation/audit with a DTE specialist as part of the finalize prize qualifying process. Based on evaluation during the finalist selection phase, three (3) \$5,000 (five thousand dollar) prizes will be awarded in the form of a check or direct payment to contractor or company completing the installation of agreed upon energy efficiency projects/upgrades. Prizing specifics are detailed below.

- a. **Finalist selection:** Five to six (number dependent on qualified entries and evaluation from a team of DTE internal panelists) will be selected and notified of advancement forward to the final stage. At this point, all finalists will receive a free business energy consultation/audit (BEC) to determine what energy efficiency upgrades are needed and how qualified the finalists are to be selected as one of the three (3) grand prize monetary winners. DTE will work with finalists to schedule an on-site business energy consultation before December 31, 2023, where the DTE specialist will make recommendations for energy efficiency upgrades and improvements. All finalizes will receive a formal report of findings. Based on results of that BEC, DTE panel will select three (3) final grand prize winners.
- b. **3 Grand Prize Monetary Winners: One (1) a walk-through business energy assessment with one of our qualified energy experts (as part of the Business Energy Consultation program) who will make recommendations and help coordinate direct installation of energy efficiency upgrades to the winner; a \$5,000 monetary prize which DTE Energy will release directly for pre-determined upgrades/enhancement/materials/equipment to an agreed upon contractor to make approved upgrades or installations for customer (Winner), and a chance to tell your story in a future DTE ad or magazine article.** Sponsor will cover the cost of any pre-approved energy efficiency upgrades or new energy efficiency related business equipment up to \$5,000. The winning eligible Customer is responsible for any additional costs, labor or unforeseen expenses associated with the agreed-upon upgrade, product or project that Sponsor agrees to help fund. Sponsor will assist in the coordination efforts of this agreed-upon upgrade, product or project by utilizing applicable Sponsor program leads and externally-approved implementation contractors associated with the Sponsor’s Business Energy Consultation program. Any opportunity for grand prize winner’s story to be featured in Sponsor’s marketing materials will be separately coordinated and agreed upon by both the winner and Sponsor. There will be no payment to the winner associated with these marketing efforts.

7. Winner notification: Winner will be notified via telephone or e-mail no later than December 31, 2023. Three (3) attempts will be made by or before December 31, 2023 to contact the winner. If acknowledgement and acceptance of the prize, from the selected winner, is not received after those three attempts or by December 31, 2023 at 11:59pm EST, another winner will be selected from the submissions.

8. Release: By accepting a prize, you agree to release and hold harmless DTE Energy Company and its subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including personal injury, death, or damage to or loss of property, arising out of participation in the Contest, including, but not limited to, receipt or use or misuse of any prize.

9. Publicity: Except where prohibited, participation in the Contest constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

10. General Conditions: Sponsor, in its sole discretion, reserves the right to cancel or modify the Contest at any time. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different, identities, registrations or any other methods will void that entrant's entries. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision

11. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest, provided that if it is not possible to award another entry due to discontinuance of the Contest, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded.

12. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event will attorneys' fees be awarded; and (3) waives all rights to claim or receive, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Michigan, within the appropriate Michigan court, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.