

Dig Safe – 811 Day Giveaway

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

1. **Eligibility.** Participation in the Summit Utilities, Inc. “Dig Safe – 811 Day Giveaway” is open only to eligible customers (“Eligible Customers”) who meet all of the following criteria.

Eligible Customers must:

- Be a legal resident or citizen of the United States
- Be at least 18 years old as of date of entry

Dig Safe – 811 Day Giveaway is void where prohibited or restricted by law. Employees, officers, and directors of Summit Utilities, Inc. (“Sponsor”) and each of their parent companies, subsidiaries, affiliates, partners, owners, retailers or agents (collectively referred to herein as “Released Parties”) and their immediate families (parents, children, siblings, or spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter. All federal, state, and local laws and regulations apply.

2. **Start/End Dates.** Dig Safe – 811 Day Giveaway begins at 12:00:01 AM (midnight) Eastern Time (“ET”) on August 11, 2025 and ends at 11:59:59 PM ET on August 25, 2025 (the “Survey Period”).

3. **How to Enter.** Eligible Customers may enter into the Dig Safe – 811 Day Giveaway by sharing a photo or story on Sponsor’s social media pages, in full accordance with all instructions on those pages. The link for this drawing will be provided on those pages; completion of the required tasks in full accordance with all instructions on Sponsor’s social media pages will be verified. Photos or stories must be shared no later than August 25, 2025.

4. **Random Drawing/Odds.** There will be five (5) winners selected at the end of the Survey Period. Odds of winning depend on the number of eligible entries received for the drawing, but are up to five prizes out of approximately within Sponsor’s service territories. By completing and submitting a photo or story, Eligible Customers fully and unconditionally agree to be bound by these Official Rules and the decisions of the Sponsor, decided in its sole discretion, which will be final and binding in all matters relating to the Dig Safe – 811 Day Giveaway.

5. **Prize.** Winners will receive a pre-paid Visa gift card for one hundred dollars (\$100.00). No substitution or transfer of right to receive any prize will be allowed, except at the sole discretion of Sponsor. All federal, state, and local taxes owed on any prize shall be the sole responsibility of each winner of that prize.

6. **Notification.** Each Winner will be notified via Facebook direct message on or about the date of the drawing, which shall be on or around the Monday following the close of the applicable entry period. If winner cannot be contacted within five (5) calendar days of first notification attempt, if prize or prize notification is returned as undeliverable, if winner rejects his/her prize, or in the event of noncompliance with these Official Rules, such prize will be forfeited and an alternate winner may be selected from all remaining eligible entries, time permitting. Upon prize forfeiture, no compensation will be given.

7. **Conditions.** Participation in Dig Safe – 811 Day Giveaway and acceptance of prize constitutes winner’s permission for Sponsor to use his/her name, address (city and state), likeness, photograph, voice, biographical information, and/or any statements made by winner regarding the Dig Safe – 811 Day Giveaway or Sponsor for advertising and promotional purposes without notice or compensation. By participating, Eligible Participants and winners each agree to release and hold harmless the Released Parties from any and all liability, for loss, harm, damage, injury, cost, or expense whatsoever including without limitation, property damage, personal injury, and/or death which may occur in connection with, preparation for, or participation in the Dig Safe – 811 Day Giveaway, or possession, acceptance and/or use or misuse of prize, or participation in any Survey Sweepstakes-related activity and for any claims based on publicity rights, defamation, or invasion of privacy. Sponsor is not responsible if Dig Safe – 811 Day Giveaway cannot take place or if the prize or any portion thereof cannot be awarded or used due to delays, interruptions, acts of God, acts of war, natural disasters, weather, or acts of terrorism. Eligible Customers who do not comply with these Official Rules, or attempt to interfere with this Dig Safe – 811 Day Giveaway in any way, shall be disqualified. There is no purchase or sales presentation required to participate. A purchase does not increase odds of winning.

8. Additional Terms. In case of dispute as to the identity of any Eligible Customer, entry will be declared made by the authorized account holder of the email address submitted at time of entry. "Authorized Account Holder" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational, institution, etc.) responsible for assigning email addresses or the domain associated with the submitted email address. Any potential winner may be requested to provide Sponsor with proof that such winner is the Authorized Account Holder of the email address associated with the winning entry. Any other attempted form of entry is prohibited. No automatic, programmed, robotic, or similar means of entry are permitted. The Released Parties are not responsible for technical, hardware, software, telephone, or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, website, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause), or failed, incomplete, garbled, jumbled, or delayed computer transmissions which may limit one's ability to enter the Dig Safe – 811 Day Giveaway, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Dig Safe – 811 Day Giveaway. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend, or suspend this Dig Safe – 811 Day Giveaway should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud, or other causes beyond its control corrupt or affect the administration, security, fairness, or proper conduct of the Dig Safe – 811 Day Giveaway. In the case of termination, Sponsor may select the winner from all eligible entries received prior to and/or after (if appropriate in Sponsor's sole discretion) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Dig Safe – 811 Day Giveaway or Sponsor's website or social media pages. Sponsor may prohibit an entrant from participating in the Dig Safe – 811 Day Giveaway or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Dig Safe – 811 Day Giveaway by cheating, hacking, deception, or other unfair entry or participation practices (including the use of false entry Dig Safe – 811 Day Giveaway information) or intending to annoy, abuse, threaten, or harass any other Eligible Customers or Sponsor representatives.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE Dig Safe – 811 Day Giveaway MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

9. Limitation of Liability; Disclaimer of Warranties. IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICE AND/OR THE Dig Safe – 811 Day Giveaway WEBSITE AND SOCIAL MEDIA POSTINGS, OR FOR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES OR SOCIAL MEDIA PAGES ASSOCIATED WITH THE SWEEPSTAKES. IN NO EVENT SHALL THE RELEASED PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED ONE HUNDRED DOLLARS (\$100.00).

10. Disputes; Governing Law. The parties acknowledge their rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Dig Safe – 811 Day Giveaway. Any controversy or claim arising out of or relating to these Official Rules and/or the Dig Safe – 811 Day Giveaway shall first be submitted to mediation and, if no resolution is reached after reasonable efforts at mediation, to litigation in the state or federal courts located in Pulaski County, Arkansas.