



## **GATBY MONTHLY FREE ELECTRICITY SWEEPSTAKES OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING. SWEEPSTAKES IS VOID WHERE PROHIBITED. SEE BELOW FOR ALTERNATIVE METHOD OF ENTRY DETAILS.**

### **1. Eligibility**

The "Gatby Monthly Free Electricity Sweepstakes" ("Sweepstakes") is open only to individual natural persons who, at the time of entry: (a) are legal residents of one of the following jurisdictions: Texas, Pennsylvania, Illinois, Ohio, New Jersey, Massachusetts, Maine, New Hampshire, Delaware, Michigan, or the District of Columbia; (b) are 18 years of age or older; and (c) have a valid residential address located in one of the listed jurisdictions.

Employees of Gatby Ventures Inc. (the "Sponsor") and its respective parents, affiliates, subsidiaries, distributors, sales representatives, and advertising agencies, and all other service agencies involved with the Sweepstakes, and members of their immediate family (spouse, parents, siblings, and children) and household members (whether related or not) of each such employee are not eligible to participate or win.

The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. By participating in this Sweepstakes, Entrant agrees and acknowledges that: (a) he or she has read and understands these Official Rules; (b) he or she has met these Sweepstakes eligibility requirements; (c) he or she unconditionally accepts and agrees to be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Sweepstakes; (d) he or she waives any right to claim ambiguity in this Sweepstakes or these Official Rules; and (e) winning and receiving a prize is contingent upon compliance with these Official Rules and fulfilling all requirements.

### **2. Sponsor**

The Sponsor is Gatby Ventures Inc., 3120 Southwest Fwy., Suite 101, PMB 25976, Houston, TX 77098.

### **3. Sweepstakes Period and Drawing Schedule**

The Sweepstakes begins on February 24, 2026 at 12:00 a.m. CT and consists of consecutive monthly entry periods ("Entry Periods"). The entry cutoff for each monthly drawing is 11:59 p.m. Central Time ("CT") on the calendar day immediately preceding the last business day of that calendar month (the "Entry Cutoff"). The winner for each Entry Period will be announced on the last business day of that calendar month (the "Drawing Date"). The winner for each Entry Period will be announced on Sponsor's official Instagram account (@gatby\_\_) by the winner's name and state of residence, subject to verification and compliance with these Official Rules.

The first Entry Period begins on February 24, 2026 with an Entry Cutoff of February 26, 2026 at 11:59 p.m. CT and a Drawing Date of February 27, 2026. Beginning in March 2026, each Entry Period runs from 12:00 a.m. CT on the first calendar day of the month through 11:59 p.m. CT on the day immediately preceding the last business day of that month, with the winner announced on the last business day of that month. Entries received after an Entry Cutoff will be included in the following month's drawing. Entries from a given Entry Period that are not selected as the winning entry do not carry forward to any subsequent Entry Period; Entrants must submit new entries each Entry Period to be eligible for that month's drawing.

Sponsor reserves the right to modify, suspend, or discontinue the Sweepstakes program at any time with reasonable notice posted at [www.gatby.com](http://www.gatby.com). The Sponsor's computer clock is the official timekeeping device for this Sweepstakes.

### **4. How to Enter**



There are multiple methods of entry. All entry methods provide equal odds of winning. The maximum number of entries per person per Entry Period is one (1), regardless of entry method or combination of methods.

### **Method A – Instagram Follow & Form Entry (Primary Method)**

To enter via this method, an Entrant must: (1) follow Sponsor's official Instagram account (@gatby\_\_); AND (2) complete the official Sweepstakes entry form at [www.gatby.com/giveaway](http://www.gatby.com/giveaway) during the Entry Period. The entry form will require the Entrant to provide his or her full legal name, complete mailing address, telephone number, email address, date of birth, and Instagram username. Both the Instagram follow and the completed form submission must be verified for the entry to be valid. Completion of both steps equals one (1) entry. Limit one (1) entry per person per Entry Period via this method. Entrant must maintain the Instagram follow through the applicable Drawing Date; unfollowing prior to the Drawing Date will void the entry. No purchase, enrollment, or account linking is required to enter using this method.

### **Method B – Automatic Entry for Active Gatby Customers**

Residents of any eligible jurisdiction (listed in Section 1) who have an active residential electricity plan enrolled through Gatby (via [www.gatby.com](http://www.gatby.com) or a Gatby-integrated signup flow) or an active linked utility account through Gatby's Autopilot program at the time of the applicable Entry Cutoff will automatically receive one (1) entry for that Entry Period without any additional action required. An "active" plan or linked account means the enrollment or account link is in good standing and has not been canceled, terminated, or suspended as of the Entry Cutoff. Limit one (1) automatic entry per person per Entry Period. A purchase or enrollment will not increase your chances of winning; free entry via Method A or Method C provides equal odds.

### **Method C – Alternative Method of Entry ("AMOE") – Mail-In (No Purchase Necessary)**

No purchase, enrollment, account linking, or Instagram account is required to enter using this method. To enter via AMOE, an Entrant must hand-print the following required information on one (1) postcard (standard size, no larger than 4.25" x 6"): (i) Entrant's full legal name; (ii) complete mailing address; (iii) telephone number; (iv) email address; (v) date of birth; and (vi) the words "Gatby Monthly Sweepstakes."

The postcard must be mailed with proper postage to: Gatby Ventures Inc., Attn: Monthly Sweepstakes AMOE, 3120 Southwest Fwy., Suite 101, PMB 25976, Houston, TX 77098. The postcard must be postmarked by the applicable Entry Cutoff date and received within seven (7) business days thereafter. Receipt of one (1) qualifying postcard from an Entrant equals one (1) entry. Limit one (1) AMOE entry (i.e., one postcard) per person per Entry Period.

Postcards that are mechanically reproduced, photocopied, forged, illegible, or incomplete will be void. Sponsor is not responsible for lost, late, misdirected, damaged, or postage-due mail.

### **Entry Cap Summary:**

Each Entrant may receive a maximum of one (1) entry per Entry Period. For Method A, a complete entry requires both a verified Instagram follow and a completed entry form. For Method B, a complete entry requires an active Gatby plan enrollment or linked utility account as of the Entry Cutoff. For Method C (AMOE), a complete entry requires receipt of one (1) qualifying postcard. No person may receive more than one (1) total entry per Entry Period regardless of the entry method used. If an Entrant qualifies under more than one method (e.g., an active Gatby customer who also submits a form entry), only one (1) entry will be counted for that Entry Period.

If Entrant is entering using a mobile phone or other web-enabled device, standard data charges from the wireless carrier may apply. Entrant should contact his or her wireless carrier for information on applicable rate plans and charges.

## **5. Entry Screening, Verification, and Restrictions**



Sponsor reserves the right to screen entries and, in its sole discretion, to disqualify and remove any entry it deems inappropriate, unacceptable, or in violation of these Official Rules. All entries and Entrants are subject to verification at any time and for any reason. Sponsor reserves the right to require proof of identity and/or eligibility in a form acceptable to Sponsor (including government-issued photo identification). For Method A entries, Sponsor reserves the right to verify that the Entrant's Instagram account is following @gatby\_\_ at the time of the Drawing Date.

Entrants are not permitted to use another person's identity, social media account, or mailing address to enter the Sweepstakes. In the event of a dispute regarding the identity of an Entrant, the entry will be deemed to have been submitted by the authorized account holder of the email address or social media account associated with the entry.

## **6. Non-Capture of Entry and Entry Errors**

In the event that for any reason an Entrant's entry is not captured as a full submission in accordance with these Official Rules, whether through no fault of Entrant or otherwise, including but not limited to the effects of hackers, failure of electronic equipment, human intervention, computer or cellular transmission, or network connections, any such attempted entry submissions will become null and void. Sponsor shall have no duty to advise Entrant, allow resubmission, or any liability for such failure. Sponsor is not responsible for any lost, late, illegible, incomplete, misdirected, damaged, destroyed, mutilated, unintelligible, or undelivered entries, or for errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of entries. Proof of sending or mailing an entry will not be deemed proof of receipt by Sponsor.

## **7. Limitations, Unauthorized Entry, and Tampering**

There is a limit of one (1) prize per person and per household per Entry Period. If multiple eligible entries are drawn from the same household, only the first verified eligible entry will be awarded the Prize. Entries obtained outside of an authorized, legitimate method of entry as described in these Official Rules will be disqualified. Entrants are not permitted to use any automated, macro, script, robotic, or other system(s) or program(s) to enter or otherwise participate in or disrupt this Sweepstakes.

If Sponsor suspects or discovers that any person has attempted to use any automated or unauthorized system(s) or program(s) to enter, or has otherwise tampered with the entry process or operation of this Sweepstakes, or has acted in violation of these Official Rules, in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person, such person may be disqualified in the sole and absolute discretion of the Sponsor.

**WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER WITH, OR VANDALIZE THIS SWEEPSTAKES OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**

Failure by Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

## **8. Drawing and Number of Prize Winners**

On each Drawing Date, Sponsor will conduct a random drawing from among all eligible entries received during the applicable Entry Period to select one (1) grand prize winner. The random drawing will be conducted by Sponsor or its designated representative using a randomized selection method. Entries from all methods (A, B, and C) are pooled together in a single drawing.

## **9. Odds of Winning**



Odds of winning will depend upon the total number of eligible entries received during the applicable Entry Period. All eligible entries across all listed jurisdictions and all entry methods compete in a single random drawing. A purchase or payment will not increase your chances of winning.

### **10. Additional Entry Conditions**

Once an entry is submitted, it cannot be deleted, canceled, or modified by an Entrant. Entrant grants to Sponsor the right to use all information related to the Sweepstakes for marketing purposes, administration of the Sweepstakes, or any other purpose Sponsor believes may be of interest to Entrant, in accordance with Sponsor's privacy policy available at [www.gatby.com/privacy-policy](http://www.gatby.com/privacy-policy) and unless prohibited by law. Sponsor assumes no liability for entries that violate these Official Rules. Sponsor is not responsible for changes in an Entrant's contact information, nor is Sponsor responsible for the inability to contact a potential prize winner. If contact data is unavailable, the entry will become null and void.

### **11. License to Use Submitted Materials**

By participating and submitting an entry, Entrant agrees that the entry submission is gratuitous and made without restriction, and will not place Sponsor under any obligation. Entrant grants to Sponsor and its affiliated companies the unconditional and perpetual right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use the entry (with or without Entrant's name) in any media now known or later developed throughout the world, without additional review, compensation, or approval from Entrant. Entries become the sole property of the Sponsor and will not be acknowledged or returned.

### **12. Grand Prize**

One (1) grand prize will be awarded per Entry Period (the "Prize"). The grand prize winner will receive one thousand five hundred dollars (\$1,500.00). The approximate retail value ("ARV") of the Prize is \$1,500.00. The Prize is a cash award and is not a credit toward any electricity account, utility bill, or retail electricity contract. Sponsor is not a retail electricity provider. The Prize is awarded regardless of the winner's electricity provider, and the winner may use the funds at his or her discretion.

The Prize will be paid in the form of a check or such other payment method as may be mutually agreed upon by Sponsor and the grand prize winner (for example, electronic funds transfer, ACH payment, or other mutually agreed form of payment).

Any difference between the stated ARV and the actual value of the Prize will not be awarded. The grand prize winner must accept the Prize as awarded or the Prize may be forfeited and awarded to an alternate winner. Prizes are non-transferable except at the discretion of the Sponsor. No substitution or cash redemption except at the discretion of Sponsor, in which case a prize of equal or greater value will be awarded. Sponsor reserves the right to substitute a prize of equal or greater value for any reason. The grand prize winner bears all risk of loss or damage to the Prize upon being awarded. Prizes will be fulfilled within four (4) to six (6) weeks after the grand prize winner is finalized. Prizes are awarded "as is" with no warranty or guarantee of any kind.

### **13. Winner Notification and Requirements**

A potential prize winner will remain "potential" until Sponsor confirms eligibility and compliance with these Official Rules. Sponsor will notify the potential prize winner by email. The notification will include instructions that the potential prize winner must complete before being declared the official prize winner. The potential prize winner will be required to complete and return an Affidavit of Eligibility, a Liability and Publicity Release, and an IRS Form W-9 within seven (7) days of notification. Failure to return all required documents within the specified time frame will result in forfeiture of the prize.

In the event multiple potential prize winners are from the same household, only the first eligible person to respond to Sponsor's notification will be declared the prize winner from that household. A potential



prize winner will be disqualified if he or she: (a) is unreachable or unresponsive within three (3) days of notification; (b) declines or cannot accept the prize; (c) does not meet eligibility requirements; (d) has failed to comply with these Official Rules; or (e) submits a response after the allocated deadline.

If a potential prize winner is disqualified, the prize will be forfeited without compensation and may be awarded to an alternate winner selected by random drawing. Sponsor reserves the right to modify the notification process.

#### **14. Release of Publicity Rights**

By accepting a prize, the prize winner agrees to allow Sponsor the perpetual right to use the prize winner's name, city and state of residence, likeness, photographs, videos, and comments for trade, commercial, advertising, and publicity purposes in all media now known or hereafter invented, without additional notice, credit, or compensation, except where prohibited by law.

#### **15. Compliance with Official Rules**

**BY SUBMITTING AN ENTRY, ENTRANT AGREES THAT SUCH ENTRY COMPLIES WITH ALL TERMS AND CONDITIONS OF THESE OFFICIAL RULES. THE RELEASED PARTIES (DEFINED BELOW) WILL BEAR NO LIABILITY REGARDING THE USE OF ANY ENTRY.** By submission of an entry, Entrant warrants and represents: (i) the entry is Entrant's sole property; (ii) Entrant has full authority to submit the entry; (iii) the entry does not infringe on any trademark, copyright, privacy, or other rights of any other party; and (iv) Entrant has met all eligibility requirements and unconditionally agrees to be bound by these Official Rules.

#### **16. Release and Limitations of Liability**

**BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS AND PRIZE WINNERS AGREE TO RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS SPONSOR AND ITS PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS, AND DIRECTORS, AND INSTAGRAM AND ITS PARENT COMPANY META PLATFORMS, INC. (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND ALL LIABILITY FOR ANY INJURIES (INCLUDING EMOTIONAL DISTRESS), CAUSE OF ACTION, LIABILITIES, SUITS, AND CLAIMS, INCLUDING BUT NOT LIMITED TO THIRD-PARTY CLAIMS, ARISING OUT OF OR RELATING TO ACCEPTANCE, RECEIPT, POSSESSION, OR USE/MISUSE OF ANY PRIZE, OR ANY PUBLICITY OR OTHER PUBLIC EXPOSURE OF ENTRANT, OR PARTICIPATION OR INABILITY TO PARTICIPATE IN THE SWEEPSTAKES, AND LOSSES AND/OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING DEATH, OR PROPERTY ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE SWEEPSTAKES OR ANY PRIZE.**

The Released Parties shall not be liable for: (1) entries that are forged, falsified, altered, or non-compliant; (2) entries or notifications that are lost, late, incomplete, illegible, damaged, garbled, or misdirected due to technical failures, malfunctions, or human error; (3) electronic communications undeliverable due to filtering or insufficient storage; (4) technical or human errors in printing, administration, notification, or prize fulfillment; (5) fraud or deception by Entrants; (6) inability of a winner to accept the prize; (7) delays or interruptions due to Acts of God, natural disasters, terrorism, weather, war, labor disputes, civil disturbance, or any event beyond Sponsor's reasonable control; (8) unauthorized human intervention or data errors; or (9) damage to any person's computer or mobile device.

Sponsor reserves the right to cancel, modify, suspend, or terminate the Sweepstakes if it is not capable of running as planned due to computer virus, hacking, unauthorized intervention, fraud, technical difficulties, or any other cause that could corrupt the administration, security, integrity, fairness, or proper conduct of the Sweepstakes, and to determine a prize winner from entries already received.

#### **17. Disputes**



**PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.** Except where prohibited, by participating, Entrant and prize winner agree that all issues and questions concerning the construction, validity, interpretation, administration, and enforceability of these Official Rules, or the rights and obligations of Entrant, prize winner, and Sponsor in connection with the Sweepstakes, shall be governed by and construed exclusively in accordance with the laws of the State of Texas, without giving effect to any principles of conflicts of law.

Any dispute, claim, or controversy arising out of or relating to the Sweepstakes, these Official Rules, or the Prize (a "Dispute") shall be resolved exclusively by final and binding arbitration administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules then in effect, or by a comparable arbitration provider if AAA is unavailable. The arbitration shall be conducted before a single arbitrator and shall take place in Harris County, Texas, or by remote appearance if mutually agreed.

Entrant and prize winner agree that: (1) any and all Disputes shall be resolved individually, without resort to any form of class, collective, or representative action; (2) neither Entrant nor prize winner will seek to have any Dispute heard as a class or representative action; and (3) the arbitrator shall not have authority to consolidate claims of more than one person or preside over any form of representative or class proceeding.

To the fullest extent permitted by law, claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees. Under no circumstances will any Entrant or prize winner be permitted to obtain punitive, incidental, consequential, multiplied, or other special damages.

Notwithstanding the foregoing, either party may bring an individual claim in a small claims court of competent jurisdiction in Harris County, Texas, if the claim falls within that court's jurisdiction. By entering the Sweepstakes, all participants agree to be subject to jurisdiction in the Federal and State courts located in Texas for purposes of enforcing this arbitration agreement.

## **18. Severability and Headings**

If any provision of these Official Rules is found to be unlawful, void, or unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions. Headings are used solely for convenience and shall not affect the meaning or intent of these Official Rules.

## **19. Tax Information**

The value of a prize may be taxable as income to the prize winner. The prize winner is solely responsible for all federal, state, and local taxes. The winner may be issued an IRS Form 1099 for the ARV of the prize and, if so, must provide his or her Social Security number as required by law. It is the sole responsibility of the prize winner to seek independent tax counsel.

## **20. Privacy Statement**

Sponsor's privacy policy can be accessed online at [www.gatby.com/privacy-policy](http://www.gatby.com/privacy-policy) or obtained by writing to Sponsor at 3120 Southwest Fwy., Suite 101, PMB 25976, Houston, TX 77098.

## **21. Winners List**

To obtain the prize winner list for any monthly drawing, send a self-addressed, stamped envelope to: Gatby Ventures Inc., 3120 Southwest Fwy., Suite 101, PMB 25976, Houston, TX 77098; Attn: Gatby Monthly Sweepstakes Winners List. Requests must be received within sixty (60) days following the applicable Drawing Date.

## **22. Social Media Disclaimer**



**THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, OR ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM OR META PLATFORMS, INC. BY ENTERING, ENTRANT ACKNOWLEDGES THAT INSTAGRAM AND META PLATFORMS, INC. BEAR NO RESPONSIBILITY FOR THE SWEEPSTAKES AND THAT ANY INFORMATION PROVIDED BY ENTRANT IS PROVIDED TO SPONSOR AND NOT TO INSTAGRAM OR META PLATFORMS, INC. ANY QUESTIONS, COMMENTS, OR COMPLAINTS REGARDING THE SWEEPSTAKES SHOULD BE DIRECTED TO SPONSOR AND NOT TO INSTAGRAM OR META PLATFORMS, INC.**