

**TXU Energy Texas Rangers Occasional Instagram Sweepstakes
OFFICIAL RULES**

NO PURCHASE NECESSARY. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.

From time-to-time a TXU Energy Texas Rangers Instagram Sweepstakes (each, a “**Sweepstakes**”) may be offered via @reelfanspromo on Instagram account. For each Sweepstakes subject to these Official Rules, the “Sweepstakes Announcement” (as defined below) will include a description of the prize available along with the prize approximate retail value, and requirements to enter the Sweepstakes.

PROMOTION DESCRIPTION: Each Sweepstakes will start at the time an Instagram post announcing the Sweepstakes is posted to @reelfanspromo (each, a “**Sweepstakes Announcement**”) and end at the time stated in the corresponding Sweepstakes Announcement (the “**Sweepstakes Period**”). Entry in a Sweepstakes does not constitute entry into any other promotion, sweepstakes or contest. By participating in a Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of TXU Energy Retail Company LLC, 6555 Sierra Drive, Irving, TX 75039. Rep #10004 (“**Sponsor**”), which shall be final and binding in all respects. The Sweepstakes are in no way sponsored, endorsed, or administered by Instagram. Instagram and Meta, Inc. are completely released of all liability by each entrant in the Sweepstakes.

ELIGIBILITY: Only legal United States residents residing in Texas who are eighteen (18) years of age or older are eligible to enter. Employees, officers and directors of Sponsor, The Promotion House, LLC, (the “**Administrator**”), Rangers Baseball Express, LLC (the “**Rangers**”), their respective parent companies, affiliates, subsidiaries, advertising, and fulfillment and marketing agencies (collectively, “**Sweepstakes Parties**”), the MLB Entities (as defined below), and their immediate families (parent, child, sibling and spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not). The “MLB Entities” shall mean MLB Advanced Media, L.P. (“**MLBAM**” or “**MLB.com**”), the Office of the Commissioner of Baseball (“**BOC**”), its Bureaus, Committees, Subcommittees and Councils, Major League Baseball Properties, Inc., The MLB Network, LLC, the Major League Baseball Clubs (“**Clubs**”), each of their parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Clubs or the BOC and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities. Sweepstakes is subject to all applicable federal, state and local laws. Void where prohibited by law. This Sweepstakes is in no way sponsored, administered or produced by the Rangers or any MLB Entity

HOW IT WORKS:

To enter a Sweepstakes, you'll first need to become a registered user of www.Instagram.com (“**Instagram**”) or log into your Instagram account. If you do not have an account, go to www.Instagram.com to create one. Instagram accounts are free. By submitting your information and creating an Instagram account, you agree to the Instagram’s Terms of Use and Privacy Policy. If you do not agree to such Terms of Use and Privacy Policy, you cannot create an Instagram account or participate in the Sweepstakes. Additionally, to enter, your account must be set to public.

At the start of each Sweepstakes Period, the Sweepstakes Announcement will be posted on @reelfanspromo. You must follow the instructions in the Sweepstakes Announcement to receive one (1) entry into the corresponding Sweepstakes. Any post made in response to the Sweepstakes Announcement must include #TXUEnergy_Sweepstakes. Limit one (1) entry per person per Sweepstakes.

By taking any action in response to a Sweepstakes Announcement, you affirm that you have read, understand and agree to these Official Rules. Entrants understand that they are posting at their sole risk. Sponsor is not responsible for any claims arising from a post, specifically including, but not limited to, claims for intellectual property infringement and privacy rights violations, as well as violations of the respective social media site's terms and conditions.

In the event of a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. The Sweepstakes Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error, which may occur in the processing of the entries in the Sweepstakes. The Sweepstakes Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. Incomplete entries will be disqualified.

Any post made in response to a Sweepstakes Announcement must be in compliance with Instagram's terms and conditions and must not be obscene or offensive; must not depict alcohol, illegal drugs, tobacco, firearms/weapons, or any activities that may appear unsafe or dangerous or illegal; and must not be sexually explicit or suggestive, all as determined by Sponsor in its sole discretion. Posts must be suitable for presentation in a public forum, at the sole discretion of Sponsor. Sponsor reserves the right, in its sole discretion, to disqualify any entry in a Sweepstakes if Sponsor views the entry as potentially infringing or otherwise a violation or potential violation of a third party's rights or if it deems the entry to be lacking in taste, quality, or to be otherwise objectionable. Any questions, comments or complaints regarding this Sweepstakes should be directed to Sponsor and not to Instagram. Entries that are incomplete or generated by script, macro or other automated or mechanical means, that have been submitted through illicit means or by any means which subvert the entry process or that do not conform with or satisfy any or all of the conditions set out in the Official Rules will be void. Multiple entrants are not permitted to share the same Instagram account.

WINNER SELECTION AND NOTIFICATION: At the conclusion of each Sweepstakes Period, a random drawing will be held from among all eligible entries received in accordance with these Official Rules to select the number of potential winners set forth in the corresponding Sweepstakes Announcement. The potential winner(s) will be notified via a direct message and/or comment on their post via Instagram. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond as directed within seventy-two (72) hours of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. Sponsor, in its sole discretion, will attempt to contact up to three (3) potential winners of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential prize winner will be disqualified, and an alternate prize winner may be selected. **The odds of winning depend on the number of eligible entries received for each Sweepstakes.**

PRIZES: The Prize(s) available for each Sweepstakes will be set forth in the corresponding Sweepstakes Announcement.

For gift card prizes: Gift card prizes may be subject to separate terms and conditions as set forth by issuer.

For ticket prizes: Seat locations shall be determined in the sole discretion of Sponsor/Rangers. Winners' companions must be the legal age of majority in their jurisdictions of residence (and at least eighteen (18) years of age), unless accompanied by a parent or legal guardian. Major League Baseball game, event and exhibition dates and times are determined in the sole discretion of the BOC and/or the applicable Club, as applicable, and may be subject to change. The terms and conditions of the tickets awarded as part of any prize will govern in the event a legal game, event or exhibition, as defined by Major League Baseball, is not played due to weather conditions, an act of God, pandemic, epidemic, an act of terrorism, civil disturbance or any other reason. Each winner and his/her guest agree to comply with all applicable ballpark regulations in connection with the prize. Sponsor and/or the Rangers reserve the right to remove or to deny entry to any winner and/or his/her guest who engage in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the game, event or exhibition. Sweepstakes Entities and the MLB Entities will not be responsible for weather conditions, acts of God, pandemic, epidemic, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of any Major League Baseball game, event or exhibition. Major League Baseball game, event and exhibition tickets awarded as prizes may not be resold or offered for resale. Any such resale may result in disqualification and prize forfeiture, and may invalidate the license granted by the game tickets.

From time to time, Sponsor may elect to award a prize that requires additional disclosures. In such case, those additional disclosures will be set forth in the corresponding Sweepstakes Announcement and/or at the end of these Official Rules.

GENERAL PRIZE CONDITIONS: Prize winners shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. Any potential prize winner may have to execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "**Prize Claim Documents**"). Any winner of a prize valued at \$600 or more or any winner who collectively wins \$600 or more from Sponsor in any single calendar year, must also complete an IRS W9 form for tax reporting purposes prior to awarding of the prize and will receive an IRS form 1099 in the total actual retail value of all prizes received in January following receipt of the prize. If winner fails or refuses to sign and return all Prize Claim Documents within five (5) days of prize notification (or a shorter time if required by exigencies), winner may be disqualified and an alternate winner may be selected.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished by third parties in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

GENERAL: Acceptance of a prize constitutes prize winner's permission for Sponsor and its designees to use prize winner's name, Instagram handle, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Entrants agree that the Sweepstakes Entities and MLB Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant's or any other

person's computer system or wireless phone which is occasioned by participating in the Sweepstakes, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, or stolen entries or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, including Sponsor, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate a Sweepstakes if it determines, in its sole discretion, that a Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of a Sweepstakes as contemplated herein. In the event Sponsor is prevented from awarding prizes or continuing with a Sweepstakes as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, or terminate a Sweepstakes. If a Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select winner(s) in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

CHOICE OF LAW AND JURISDICTION: Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and administrator in connection with this Sweepstakes, shall be governed by, and construed in accordance with, the laws of the state of Texas, without giving effect to any choice of law or conflict of law rules or provisions (whether of the state of Texas or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the state of Texas. Any action seeking legal or equitable relief arising out of or relating to the Sweepstakes or these Official Rules shall be brought only in the courts of the state of Texas. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.

WINNER'S LIST: The names of the winners will be posted on @reelfanspromo on Instagram once they are confirmed.