

HOMESMART

from  Xcel Energy®

“I Like HomeSmart Giveaway Sweepstakes” Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT WILL NOT INCREASE OR IMPROVE YOUR CHANCES OF WINNING.

- 1. ELIGIBILITY.** The Xcel Energy “I Like HomeSmart Giveaway Sweepstakes” (the “Sweepstakes”) is only open to entrants who, as of the entry date, are permanent legal residents of the State of Colorado who are at least eighteen (18) years old. The Sweepstakes is void outside the State of Colorado; and where prohibited or restricted by law. Employees, officers and directors of Xcel Energy, Inc. (“Sponsor”) and its parents, subsidiaries, affiliates, divisions, advertising and promotion agencies, and the immediate families (defined as parents, spouses, children, siblings, grandparents, and their respective spouses) or members of the same household (whether related or not) of each such employee, officer and director, are not eligible to enter. The Sweepstakes, and any website pages and advertisements relating thereto, is intended for viewing only within the eligible sweepstakes territory, and entrants must be present in the eligible Sweepstakes territory at the time they enter.
- 2. TIMING.** The Sweepstakes entry period begins at 12:01 a.m. Mountain Time (“MT”) on April 10, 2013 and ends at 11:59 p.m. MT on April 30, 2013 (the “Entry Period”). Sponsor’s computer is the official timekeeping device for the Sweepstakes.
- 3. HOW TO ENTER.** During the Entry Period, (i) go to the HomeSmart Facebook page at www.facebook.com/HomeSmartCO and click that you “like” the page and then (ii) go to the Sweepstakes registration page at <http://homesmartcolorado.com/resources/contests/> and follow the links and instructions for online entry. Completely fill out the online entry form and submit it in accordance with the on-screen instructions. **“Liking” the page does not constitute an entry in the Sweepstakes, and you must register for the Sweepstakes as described in (ii) above on the Sweepstakes registration page after liking the fan page.** All online entries must be received by Sponsor during the Entry Period. In the event of a dispute as to the identity of an online entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant. Potential winners may be required to show proof of being the authorized account holder. The “authorized account holder” is the natural person assigned to an email address by an Internet service provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address. All entries will be deemed to have been made by the authorized account holder of the submitted email address. Submitting mass entries or entries generated by a script, macro or use of automated devices is prohibited and will result in disqualification. See Section 12 below (“Data Collection”) regarding data collected online in connection with an entrant's entry. **LIMIT:** One (1) entry per person or address (physical or email) in the Sweepstakes. All entries, regardless of method of entry, must be received by Sponsor during the Entry Period. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of online submission will not be deemed to be proof of receipt of entry by Sponsor. All entrants and entries subject to verification prior to the awarding of a prize, as are the eligibility, age and other claims of/information

provided by a potential prize winner. Entrants will cooperate with Sponsor and its representatives in connection with any and all verification activities.

4. AGREEMENT TO OFFICIAL RULES AND DECISIONS. By participating in the Sweepstakes, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Sponsor (including, without limitation, decisions regarding eligibility of entries, the selection of entrants and the winner, and the awarding of the prize), which are final and binding in all respects.

5. DRAWING; ODDS; NOTIFICATION. On or about May 1, 2013, Sponsor will randomly select ten (10) potential winners from among all eligible entries received by Sponsor in this Sweepstakes. Odds of winning a prize depend on the number of eligible entries received by Sponsor in the Sweepstakes. A selected entrant selected must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. A potential winner will be notified by phone, mail, courier, and/or email. A potential winner may be required to execute and return to Sponsor a notarized Affidavit of Eligibility, a Liability Release, and, except where prohibited by law, a Publicity Release (an "Affidavit/Release") in the form(s) provided by Sponsor in order to claim his/her prize. If required, the Affidavit/Release must be returned to Sponsor by the date and/or time indicated within the Affidavit/Release. If the potential winner cannot be contacted within seventy-two (72) hours of the first attempt to contact him/her, or if the potential winner fails to return the Affidavit/Release (if required) within the specified time, or if any prize or prize notification is returned as undeliverable, or if the potential winner is found to be ineligible, or if the potential winner does not comply with the Official Rules, then the potential winner may be disqualified and an alternate winner selected by Sponsor in his/her place at random from among all eligible non-winning entries received by Sponsor for the Sweepstakes. In such event, an alternate potential prize winner will be notified as described above and will be required to return the required documents to Sponsor as described above; provided, however, Sponsor may alter the above timing to meet its Sweepstakes schedule and time/resource demands, and due to such schedule and/or time/resource demands, and due to the value of the prizes to be awarded, Sponsor may not award the affected prize in this Sweepstakes. **LIMIT:** One (1) prize per person or address in this Sweepstakes.

6. PRIZE. Subject to the terms and conditions of these Official Rules, ten (10) prizes will be awarded in this Sweepstakes. The approximate retail value ("ARV") of a prize is twenty-five dollars (\$25), and the aggregate ARV of all prizes to be awarded in this Sweepstakes is two hundred fifty dollars (\$250). A prize consists of and is limited to one (1) twenty-five dollar (\$25) cash gift card (card as determined by Sponsor in its sole discretion; card subject to the terms, conditions, limitations and restrictions of the issuer thereof). Prize is nontransferable, nonassignable, nonnegotiable, and not redeemable for cash or credit. Prize must be accepted as awarded. Prize is awarded "AS IS" with no warranty, representation, or guarantee, express or implied, in fact or in law, made by Sponsor or for which Sponsor shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. No prize substitutions, except by Sponsor, who reserves the right (but has no obligation) to substitute a prize (or a component thereof) with another prize of equal or greater value (including cash) if the prize (or a component thereof) is not available for any reason as determined by Sponsor in its sole discretion. Unused components of the prize shall be forfeited and have no redeemable cash value. Winner is solely and fully responsible for any and all costs, fees, taxes, assessments and expenses associated with prize award, redemption, receipt and use, including, without limitation, all federal, state and local taxes on the prize. Winners waive the right to assert as a cost of winning a prize any and all costs of verification and redemption or travel to redeem the prize. Non-compliance with any of the foregoing and any other condition of this Sweepstakes may result in disqualification and forfeiture of prize, in which case, no consideration will be awarded.

7. PUBLICITY. Except where prohibited by law, participation in the Sweepstakes constitutes winner's consent to Sponsor's (and its designees', successors' and assigns') use of winner's name, biography, likeness, voice, photographs, video, opinions, statements, hometown, state and country for promotional purposes in any manner or media (including, without limitation, online), worldwide, in perpetuity, and without further payment, consideration, notice, attribution, review or consent.

8. GENERAL CONDITIONS. Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Sweepstakes if, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties or failures or any other factor beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes. In such event, Sponsor reserves the right (but does not have the obligation) in its sole discretion to award prizes at random from among eligible, non-suspect entries received up to the time of suspected impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of this Sweepstakes is a violation of criminal and civil laws, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.

9. RELEASE. By entering, each entrant forever and irrevocably releases and holds harmless Sponsor and its parents, subsidiaries and affiliates, and Facebook, and their respective agents, advertising and promotion agencies, affiliates, Sweepstakes partners and prize suppliers, and all of their respective employees, officers, directors, shareholders and agents from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from entrant's participation and/or entry in the Sweepstakes and/or entrant's award, receipt or use of any prize awarded in the Sweepstakes.

10. LIMITATIONS OF LIABILITY. Sponsor is not responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, misdirected entries or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process or the Sweepstakes; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Sweepstakes or the processing of entries; or (f) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes, or from viewing, playing or downloading any material from Sponsor's website(s), regardless of whether the material was prepared by Sponsor or a third party, and regardless of whether the material is connected to Sponsor's websites by a hypertext link.

11. DISPUTES. Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in federal or state courts located in Denver, Colorado; entrant submits to sole and exclusive personal jurisdiction to said courts in the State of Colorado for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or Sponsor in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Colorado, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of Colorado, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Colorado.

12. DATA COLLECTION. Entrants provide personal information to Sponsor and its designees (including the Contest application provider, if applicable), and not to Facebook, when they enter the Sweepstakes. Sponsor and its designees collect this information and use it to (a) administer this Contest and (b) for market research and for other marketing purposes. Sponsor and its designees may share this information with third parties who need access to this information to perform services on Sponsor's behalf. Sponsor may also share this information with select marketing partners, who may use it to contact you with information and offers they believe will be of interest to you. For more information about the ways Sponsor uses and shares personal information collected online through its website, please see the Privacy Policy of Sponsor located at <http://www.xcelenergy.com/staticfiles/xcel/Admin/Xcel%20Online%20Privacy%20Policy.pdf> In the event of any conflict between the Privacy Policy and these Official Rules, these Official Rules shall govern.

13. OFFICIAL RULES. These Official Rules are available at <http://homesmartcolorado.com/resources/contests/> at the Sweepstakes section of the website, or by sending a self-addressed postage-stamped envelope to "I Like HomeSmart Sweepstakes – Rules Request," c/o Xcel Energy, Inc., 6981 South Quentin St. Ste. A, Centennial, Colorado 80112.

14. WINNERS' LIST. To request a list of the Sweepstakes winners, send a self-addressed postage-stamped envelope to "I Like HomeSmart Sweepstakes - Winners List Request," c/o Xcel Energy, Inc., 6981 South Quentin St. Ste. A, Centennial, Colorado 80112. Requests must be received by June 15, 2013.

15. SPONSOR. The sponsor of the Sweepstakes and the address at which the Sponsor may be contacted is Xcel Energy, Inc., 414 Nicollet Avenue South, Minneapolis, Minnesota 55401. The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook.