

WE CARE SWEEPSTAKES

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN, NOR WILL A PURCHASE OR ACCOUNT IMPROVE ONE'S CHANCES OF WINNING. OPEN ONLY TO LEGAL U.S. RESIDENTS CURRENTLY RESIDING IN TEXAS WHO ARE 21 YEARS OF AGE OR OLDER AND WHO POSSESS A VALID DRIVER'S LICENSE AT TIME OF ENTRY AND DRAWING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

1. Eligibility: We Care Sweepstakes is open to legal U.S. residents currently residing in Texas who are at least twenty-one (21) years of age at the time of entry and who possess a current valid driver's license at the time of entry and drawing. Employees of Direct Energy GP, LLC ("Direct Energy"), CPL Retail Energy L.P. ("CPL Retail Energy") and WTU Retail Energy L.P. ("WTU Retail Energy") (collectively known as the "Sponsor"), its subsidiaries, affiliates, sales representatives, distributors, advertising and promotion agencies, and members of each of his or her immediate family (spouses, parents, grandparents, children and siblings, and his or her respective spouses) and those living in the same household of each are not eligible. Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to, and acceptance of, these Official Rules. Winning a prize is contingent upon fulfilling all requirements set forth herein. **Sweepstakes begins at 12:01 am CT on April 3, 2010 and ends at 11:59:59 p.m. CT on April 16, 2010 ("Sweepstakes Period").**

2. Methods of Entry

Any Direct Energy, CPL Retail Energy or WTU Retail Energy customer, who has received an agency pledge between February 4, 2010 through April 2, 2010 prior to the start of the Sweepstakes Period, will automatically earn one (1) entry into the Sweepstakes. An agency pledge is defined as: **A payment commitment from a local organization/entity or government agency for assistance with a Direct Energy, CPL Retail Energy or WTU Retail Energy customer's electricity bill.** A Direct Energy, CPL Retail Energy or WTU Retail Energy customer is defined as the natural person whose name the respective Direct Energy, CPL Retail Energy or WTU Retail Energy account has been issued to and to whom services are billed (no P.O. Box addresses are eligible), subject to the above restrictions. **OR**

Mail Entry: Enter by hand printing on a 3" x 5" card or piece of paper, your full name (as listed on your driver's license), complete address (P.O. Boxes are not permitted), date of birth, daytime phone number, e-mail (if available), and mail in an envelope to: We Care Sweepstakes, Attn: Energy Assistance Department, 909 Lake Carolyn Parkway, Suite 1100, Irving, TX 75039. All entries must be postmarked by April 16, 2010 and received by April 21, 2010 to be eligible. Information collected from entrants is subject to Sponsor's privacy policy <http://www.directenergy.com/EN/Pages/Privacy-Policy-USA.aspx>. In addition to any prize notifications, Sponsor may contact an entrant using the entrant's address, telephone number or e-mail address provided in his or her entry form to communicate future promotional and marketing campaigns. If you do not wish to receive future promotional/product opportunities and information from Sponsor, please send an e-mail to the Sponsor at unsubscribe@directenergy.com. Notwithstanding anything to the contrary set forth in such policy, all entries received will be shared with a fulfillment house for the purpose of selecting and notifying winners.

Maximum limit of one (1) entry per person, regardless of method of entry.

Sponsor will not be responsible for incomplete, lost, late, postage-due, misdirected or illegible entries. All entries become property of Sponsor and none will be returned. Any questions regarding the number of entries submitted shall be determined by Sponsor in its sole discretion, and Sponsor reserves the right to disqualify any entries by person(s) determined to be tampering with or abusing any aspect of the Sweepstakes.

3. Winner Selection: Potential winners will be selected in a random drawing on or about April 23, 2010, conducted by an employee of the Sponsor among all the eligible entries received.

4. Prizes: (1) Grand Prize: One (1) Grand Prize winner for each Direct Energy company (1 Direct Energy, 1 CPL Retail Energy, and 1 WTU Retail Energy) will receive up to \$2500.00 USD in electricity credits for a Direct Energy, CPL Retail Energy or WTU Retail Energy for a limit of one (1) year. The last day to use remaining credit will be April 23, 2011. After April 23, 2011, if there is any credit remaining on the winner's account, this amount will be deemed forfeited and invalid and can no longer be used for the winner's account. Approximate Retail Value ("ARV") of the Grand Prize is \$2500.00 USD.

Credits will apply to new or existing service for customers on their Direct Energy, CPL Retail Energy or WTU Retail Energy account. Credit must be used on a single account for Residential service in the Direct Energy, CPL Retail Energy or WTU Retail Energy Service territory (no splitting of credit between the Service Territory). In the event of a move within the Service Territory, prize credit may be transferred to a new account in winner's name if the winner transfers their account to another account for the Sponsor's services.

Electricity will be billed at the then current rates, at the time of consumption. You are not obligated to remain a Direct Energy, CPL Retail Energy or WTU Retail Energy customer after receipt of the prize and may close your account at any time as may be provided in any contractual relationship with Direct Energy, CPL Retail Energy or WTU Retail Energy without any cost to you. If the residential service account covered by the prize credit is terminated, closed, switched, or cancelled for any reason other than a move to another residential account in the Service Territory, the remaining unused balance of the prize credit will be forfeited. There will be no refunds, partial refunds, or cash payments for unused credit.

In order to claim the Grand Prize, the potential winner must have a residential service address within a Texas service area in which Direct Energy, CPL Retail Energy or WTU Retail Energy is a licensed Retail Electric Provider (the "Service Territory") and a residential account with Direct Energy, CPL Retail Energy or WTU Retail Energy. If the potential winner does not have an account with in the Service Territory with Direct Energy, CPL Retail Energy or WTU Retail Energy, the potential winner will be required to have or open a billing account with either Direct Energy, CPL Retail Energy or WTU Retail Energy Residential Services before credits can be delivered. If the potential winner does not have an account with Direct Energy, CPL Retail Energy or WTU Retail Energy and does not choose to open an account with either one of the Sponsors, the prize will be forfeited and will be awarded to another potential winner. Winners who are not currently Direct Energy, WTU Retail Energy or CPL Retail Energy customers must activate their service by May 31, 2010, or they will forfeit their prize and another winner will be selected from the remaining entries.

All Prizes are awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Sponsor is not responsible for any inability of winners to accept or utilize any Prize. Sponsor reserves the right to substitute a prize of equal or greater value for any reason. Prizes displayed on promotional materials are not necessarily the exact prizes being offered and may not reflect the actual prize delivered to the winner. Lost or stolen prize will not be replaced.

5. Winner Notification and Acceptance: Potential winners will be notified by the telephone number provided on the account or entry on or about April 23, 2010 after the completion of the drawing. Three attempts will be made to contact the potential winner, and if possible, a message will be left for the potential winner to contact the Sponsor with a deadline to contact the Sponsor. If there has been no contact with the potential winner or no returned call by the potential winner by Monday April 26, 2010 by 5:00 pm CST, the potential winner will forfeit the Grand Prize and Sponsor has a right to randomly draw for another potential winner from the remaining entries. Prizes will be awarded to the eligible individual submitting the entry. In the case of Direct Energy, CPL Retail Energy or WTU Retail Energy customers automatically entered into the Sweepstakes, the prize will be awarded to the natural person named on the account. By entering, entrants agree to be bound to the decisions of the Sponsor, which will be final and binding in all respects. Potential winners may be required to sign and return an Affidavit of Eligibility, Address Confirmation and a Publicity/Liability Release by the return date specified in the prize notification letter, or he or she will forfeit his or her respective Prize. Prizes will be delivered within one (1) week of verification of eligibility. Failure to sign and return the required documentation within the specified time in the prize notification letter, or to comply with any terms or condition of these Official Rules, may result in potential winner's disqualification, forfeiture of his or her interest in the prize, and the award of the prize to an alternate potential winner. Potential winners may waive his or her right to receive prizes. No Prize transfers, substitutions, assignment, exchange or cash redemptions or cash equivalents are permitted except at the sole discretion of Sponsor. In the event of such a forfeiture, or if a potential winner is unreachable, the prize notification letter is returned as undeliverable, or if a potential winner declines acceptance of the Prize, Sponsor will select an alternate potential winner in a random drawing among the remaining eligible entries. Prizes may be subject to U.S. withholding taxes. Winners are solely responsible for reporting and payment of any taxes on prizes (federal, state and local).

6. Odds. Odds of winning depend upon the total number of eligible entries received. Each entry (automatic or mail-in) will have an equal chance of winning. All Prizes will be awarded, provided a sufficient number of qualified eligible entries are received.

7. Limitations of Liability: Sponsor and its agents are not responsible for 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 Sweepstakes. Any computer, online, telephone, mail or technical malfunctions, delays or human errors that occur in the processing, transmission or receipt of entries, or for inaccurate transcription of entry information, or for entries that are stolen, misdirected, garbled, lost or delayed by computer transmissions or any injury or damage to persons or property, including, but not limited to, entrants' computers, hardware and/or software, which may be caused directly or indirectly, in whole or in part, from entrants' participation in the Sweepstakes or receipt, redemption or use of any prize. If, for any reason, the Sweepstakes is not capable of being conducted as planned, including, but not limited to, infection by computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures, or

other causes beyond the control of Sponsor, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes. Sponsor also reserves the right, in its sole discretion, to disqualify any individual found to be violating these Official Rules or suspected of attempting to disrupt or defraud the entry process or the operation of the Sweepstakes, including, but not limited to, the use of any robotic, automated, macro, script, program or automatic entry method, and Sponsor may prosecute or seek other legal redress against anyone suspected of engaging in these acts.

8. Winners Consent: By accepting any prize, winners consent to use of name, photograph, likeness, testimonial and biographical information for advertising and promotional purposes online and in print, or in any other media worldwide in connection with the Sweepstakes, without limitation or notice to, or further consent of, and without additional compensation worldwide, in perpetuity, except where prohibited by law. By accepting prizes, winners further agree to release Sponsor and its subsidiaries, affiliates and related companies and each of his or her respective officers, directors, employees and agents (the "Sweepstakes Parties"), from any and all liability, loss or damage of any kind arising out of, or in connection with, winners' participation in this Sweepstakes, or with respect to the awarding, receipt, possession, use and/or misuse of any prize.

9. Winners List and Official Rules: For the list of winners, send a self-addressed, stamped envelope to We Care Sweepstakes, Attn: LaKita Williams, 909 Lake Carolyn Parkway, Suite 1100, Irving, TX 75039.

For a copy of the Official Rules visit <http://www.directenergy.com/EN/Pages/We-Care.aspx>; <http://www.cplretailenergy.com/EN/Community/Pages/We-Care.aspx>; or <http://www.wturetailenergy.com/EN/Community/Pages/We-Care.aspx>

Or mail a self-addressed, stamped envelope to We Care Sweepstakes, Attn: Lakita Williams, 909 Lake Carolyn Parkway, Suite 1100, Irving, TX 75039.

10. Sponsor: We Care Sweepstakes is sponsored by Direct Energy, CPL Retail Energy and WTU Retail Energy. The decisions of the Sponsors regarding the selection of winners and all other aspects of the Sweepstakes shall be final and binding in all respects. Sponsor will not be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials relating to the Sweepstakes.

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