

## Official Rules

### DTE Energy Foundation - Your Cause, Your Choice Contest

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE THE CHANCES OF WINNING.

1. **Eligibility: DTE ENERGY FOUNDATION – Your Cause, Your Choice Contest** (the “Contest”) is open only to legal residents of the United States who are at least eighteen (18) years old at the time of entry. Subject to all applicable federal, state and local laws and regulations. Void where prohibited. Participation constitutes the voter’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Contest. Charitable prizes are contingent upon the grantee fulfilling all requirements set forth herein.

2. **Sponsor:** DTE Energy Foundation, One Energy Plaza, Detroit, MI 48226-1221

3. **Timing:** The Contest begins on June 13, 2022 at 12:00 a.m. EST and ends at 12:00 p.m. EST on July 1, 2022 (the “Voting Period”). All votes must be received on or before 12:00 p.m. EST on July 1, 2022.

4. **Eligibility:** Those eligible Charities must be a registered 501(c)(3) organization and meet other specific requirements previously identified by the Sponsor. Sponsor will determine the eligibility of a Charity in its sole discretion. The prize award is subject to negotiation of a grant agreement acceptable to Sponsor and due diligence within six (6) months of the Contest end. If conditions of grant aren’t satisfied in the sole discretion of the Sponsor, then the eligible Charity with the next highest number of votes will be chosen. Void wherever prohibited by law. By participating, Charities agree to be bound by these Official Rules and the decisions of Sponsor.

5. **How to Vote:** Go to [DTEImpact.com](https://DTEImpact.com). Voters must be 18 years old or older. The use of automated devices for voting is not permitted and will result in the disqualification of all votes received through that method and/or from that voter. Any use of robotic, repetitive, automatic, programmed, script, macro, or any other automated means or similar participation methods or agents, vote exchange websites, vote “farming” or other method to vote or unfairly increase votes, as determined by Sponsor in its sole discretion, is prohibited and will void all votes submitted by that voter. Moreover, if Sponsor concludes, in its sole discretion, that any Charity has colluded with a voter in the activities set forth above or has participated in or actively encouraged such activity, whether directly or indirectly, Sponsor may disqualify that Charity from further participation in the Contest and/or eligibility for any prize.

6. **Winners:** After the close of the Voting Period, all properly cast votes will be tallied and the winners will be the qualified Charities who received the most votes. If there is a tie for the final prize, the tie-breaker will be determined by random drawing. Decisions of Sponsor are final on all matters. Odds of being a winner will depend upon the total number of votes received.

7. **Prize:** Eight (8) winners will be awarded a \$10,000 grant from the Sponsor plus an offer of hardworking DTE volunteers to help winner amplify their cause and create a lasting impact in their community, subject to approval of the Sponsor. Sponsor reserves the right to substitute any prize with prize of equal or greater value in its sole

discretion. No substitution or transfer/assignment of prize by winners permitted. Subject to all terms, conditions and restrictions imposed by Sponsor.

8. **Release:** By submitting an entry, each Charity agrees to release and hold harmless Sponsor, and its respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, arising out of participation in the Contest.

9. **Publicity:** Except where prohibited, participation in the Contest constitutes winner's consent to Sponsor's and its agents use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

10. **General Conditions:** Sponsor reserves the right to cancel or modify the Contest if fraud, technical failures, illicit activity, general conditions, or any other factor beyond Sponsor's reasonable control impairs the integrity of the Contest, as determined by Sponsor in its sole discretion. 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 Contest or to be acting in violation of these Official Rules or those of any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages 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.

11. **Limitations of Liability:** The Sponsor is not responsible for: (1) 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 Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize. Contest, provided that if it is not possible to award another entry due to discontinuance of the Contest, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible Charities for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded.

12. **Disputes:** Except where prohibited, Charities and voters agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will Charities or voters be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. All issues and questions concerning the construction,

validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

13. **Winners List:** For the name of winner's, available after the contest closes visit:

[DTEImpact.com](http://DTEImpact.com)