

gngHub Terms & Conditions

Georgia Natural Gas
gngHub by Georgia Natural Gas
Terms and Conditions
Effective 12/31/2020

General Program Information

Georgia Natural Gas's real estate program is known as gngHub by Georgia Natural Gas (the "Program"). The Program offers are limited to real estate professionals working for a GNG-approved real estate business and who create an account on the gngHub website (www.gng.com/gngHub) (the Site") ("Members"). These terms and conditions ("terms") apply to the Program. Members must click "Agree" to the Program terms to participate in the Program. GNG reserves the right to change rewards and eligibility criteria under the Program, and to alter, modify, suspend or terminate any Member or the Program or any component of the Program at any time upon notice, which notice may be provided through the Program website or by mail, email, phone, or such other method as determined by GNG in its sole discretion. GNG reserves the right to update the Program terms from time to time without notice. Program participants may need to click "Agree" to updated versions of the terms when prompted to continue participation in the Program. GNG will not be liable to any Member in the event of any change, suspension, or discontinuation of the Program.

To participate in the Program, Member must provide a current email address to GNG so that Member can receive emails relating to the Program from GNG.

Referral Rewards

For a referral to qualify for Program rewards: the referral must be referred through communication methods provided (printed postcard, digital pdf, email, Facebook, and Twitter) as specified at the Program website and in these terms, (ii) the referee ("Referee") must occupy a residential property that is located in GNG's service area, (iii) the Referee must enroll and begin burning gas for a minimum of 7 days on a GNG price plan at such property and (iv) the Referee must provide the Member's unique Referral Code at enrollment.

Upon enrollment in the Program, GNG will issue a unique Referral Code to the Member to track referrals and activations. Only enrollments placed that include the Member's unique Referral Code are eligible for a reward under the Program. Members may participate by sharing their unique Referral Code and enrollment instructions as specified on the Site and in accordance with these terms. If Member uses email, Facebook or Twitter communication methods, Member shall use the

formats provided for these communication methods through the Site (the “Approved Sharing Methods”). Members can access the Approved Sharing Methods by going to the Site. Referral emails will not be sent to recipients who have opted out of commercial emails from GNG and no rewards under the Program shall be awarded with respect to any such referrals. Member shall comply with any applicable social media rules, guidelines, and terms and conditions in his or her participation in the Program. WHENEVER A MEMBER DECIDES TO SHARE HIS OR HER UNIQUE REFERRAL CODE AND ENROLLMENT INSTRUCTIONS, THE MEMBER MUST NOTIFY THE RECIPIENT THAT THE MEMBER IS ELIGIBLE TO RECEIVE A REWARD CARD IF THE RECIPIENT ENROLLS USING THE REFERRAL CODE. UNDER NO CIRCUMSTANCES SHALL MEMBER USE TEXT MESSAGES OR AUTOMATED PHONE MESSAGES TO SHARE THE REFERRAL CODE OR OTHERWISE PROMOTE THE PROGRAM. WHEN SHARING INFORMATION ABOUT THE PROGRAM, MEMBERS SHALL NOT MAKE DECEPTIVE OR MISLEADING CLAIMS, MAKE ADDITIONAL OR DIFFERENT CLAIMS THAT ALTER THE GNG PROMOTION, OR ENGAGE IN ANNOYING OR HARASSING PRACTICES. Members will not receive a Visa Reward Card if a referral is rejected or not received for any reason, including if the Member does not satisfy the requirements in these terms. Members should not send referrals to people the Member does not personally know through a real estate engagement and Members shall honor requests to stop referrals or communications about the Program. Failure to adhere to these guidelines by the Member is a violation of these terms and GNG may terminate the Member immediately from the Program, disqualify the Member from participating in the Program in the future, and cause the forfeiture of any pending Reward Cards. Referees may only submit one Referral Code when enrolling.

Member shall receive a Visa® Reward Card for each qualifying referral in the amount specified in the then-current offer 7 days after the time the Referee begins burning gas with GNG. Member must disclose to each Referee that the Member may receive a Visa Reward Card and may be eligible for other prizes if the Referee enrolls with GNG. Allow 30 days for delivery of the Visa® Reward Card. Participating Members cannot refer themselves. The Georgia Natural Gas Visa® Prepaid Corporate Reward Card is issued by MetaBank®, Member FDIC pursuant to a license from Visa U.S.A Inc. and can be used everywhere Visa debit cards are accepted. All trademarks noted herein are held by their respective owners.

Member or Member’s GNG-approved real estate business may elect to waive receipt of Visa Reward Card or other benefits under the Program; upon any such notice to GNG, GNG shall not be liable or responsible to Member or Member’s GNG-approved real estate business for the awarding of any such benefits.

The reward card(s) and other promotional awards received through the Program and other GNG programs may be taxable to the recipient. Member should contact their tax advisor to determine possible tax consequences. Maximum award of \$500 in Visa Reward Cards per person / calendar year for all GNG Visa Reward Card promotional offers, unless Member submits IRS Form W-9 to GNG in conformance with these

terms, regardless of the number of new customers actually referred and/or date of referral. Any value in excess of the \$500 limit shall not carry over to subsequent years. This \$500 limit applies to the total of all GNG promotional offers received, including, but not limited to, this Program. In order to receive rewards beyond this \$500 limit, Member must submit IRS Form W-9 to GNG through the Site in accordance with the Site instructions. All rewards in excess of the \$500 limit will be forfeited until the Form W-9 is submitted in accordance with these terms and processed by GNG, at which time Member can begin earning rewards again after such date. GNG shall have no obligation to award any forfeited rewards accrued prior to such date.

QuickConnect

Member may place short-term natural gas service requests through the Program's QuickConnect service ("QuickConnect") available on the Site, subject to these terms. For QuickConnect requests to be eligible: the property must be vacant and listed for sale or rent within the GNG service area, (ii) the service requests must be placed online through the Site, and (iii) Member must agree to the then-current GNG Terms and Conditions of Service and Disclosure Statement and other authorizations required on the Site. Member hereby authorizes Georgia Natural Gas (GNG) to serve as Member's natural gas service provider for all service requests placed through QuickConnect. If Member currently has gas service with another marketer, Member authorizes GNG to switch Member gas service to GNG. Member understands they may be subject to a charge from their existing marketer for switching their service to GNG and that there may be a charge imposed by GNG in certain instances if Member chooses at a later time to switch to a marketer other than GNG. Member understands that through QuickConnect requests they will be enrolled on GNG's Variable Select price plan and that the customer service charge will be \$5.95 per month. Under a variable price plan, gas usage is billed at a price per therm that may change or may remain the same each month based on market conditions. The per-therm price on a variable price plan may be higher or lower than on a fixed price plan. Member may switch to another price plan for which Member qualifies by calling GNG at 770-850-6200 (inside metro Atlanta) or 1-877-850-6200 (toll free outside metro Atlanta). Member shall ensure that all the information entered for QuickConnect is accurate, including, without limitation, service address, entrance instructions, and responsible party for the payment of the invoice. Member understands that incorrect information can delay the processing of the service request. By entering a QuickConnect request, Member represents and warrants they are licensed to do business in the State of Georgia and have the authority to bind both financially and contractually the person or company listed as the responsible party for any gas accounts placed through the QuickConnect service. By entering a QuickConnect request, Member also represents and warrants they have authority to activate and deactivate gas service at all the service addresses requested.

General

All trademarks noted herein are held by their respective owners. All offers are governed by the laws of Georgia. All federal, state and local laws and regulations apply. Each Member in the Program and GNG agree that any and all disputes arising from these terms or RAF Program shall be resolved through binding arbitration by the American Arbitration Association, as further detailed in GNG's terms and conditions of gas service. Each Member and GNG expressly waive the right to bring a class action claim. All parties to the arbitration must be individually named. Offers void where prohibited by law. This Program is subject to the Site Terms of Use and Privacy Policy.