

## National Fuel Resources, Inc. Friendship Advantage Program

### **Terms & Conditions**

The following Terms and Conditions apply to National Fuel Resources, Inc.'s ("NFR") Friendship Advantage Program ("Friendship Advantage"). Friendship Advantage is a referral program that benefits NFR's current customers ("Customer") with referral credits. Friendship Advantage will reward our loyal Customers for referring and successfully enrolling a friend or family member ("Friend") with NFR. Any current Customer in good standing may make a referral. Any residential customer within the National Fuel Gas' New York service territory is eligible. Any Customer or Friend participating in Friendship Advantage agrees to be bound by these Terms and Conditions.

### **Friendship Advantage Promotion Rules:**

- Customer may refer up to 24 Friends per calendar year (limit \$600 in referral credits per calendar year).
- Customer may refer each Friend only once.
- NFR will provide only one (1) referral credit per enrollment.
- Friendship Advantage cannot be combined with any other promotional offer and is non-transferable.

### **Credits and Conditions:**

For each successful referral, NFR will credit Customer's current account \$25, and credit the Friend's new NFR account \$10. Credits will appear within 3 billing periods. The following conditions must be met:

- The Friend is fully enrolled and maintains an active NFR account for at least 12 months.
- The Friend pays NFR their invoice in full within the date on their bill.
- The Friend meets all applicable NFR credit standards.

### **Information:**

- Customer agrees to provide accurate contact information (e-mail addresses, mailing addresses, and names.)
- All information provided will be governed by the National Fuel Privacy Policy.

### **Program Term:**

- Friendship Advantage Program will expire on 9/30/08.
- NFR may, in its sole discretion, amend the terms and conditions of Friendship Advantage at any time without notice.

### **Limitation of Liability:**

NEITHER NFR NOR ITS SHAREHOLDERS, AFFILIATED COMPANIES, DIRECTORS, OFFICERS AND/OR EMPLOYEES SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES OF ANY KIND DUE TO ANY CAUSE, WITHOUT REGARD TO WHETHER SUCH DAMAGES ARISE IN CONTRACT, IN TORT OR OTHERWISE THAT RESULT FROM, ARISE OUT OF OR ARE IN CONNECTION WITH THIS PROGRAM. THE SOLE REMEDY AVAILABLE TO PARTICIPANTS IN THE PROGRAM IS TO CEASE

## PARTICIPATION.

### **Miscellaneous.**

Friendship Advantage Terms and Conditions shall be governed and construed in accordance with the laws of the State of New York without application of applicable conflicts of laws. The invalidity of any of the Terms and Conditions of Friendship Advantage shall not affect the remaining terms and conditions. If participation in this program is subject to the provisions of an effective service agreement (“Other Provisions”), then these terms and conditions shall apply only to the extent not inconsistent with Other Provisions.