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## CONTEST RULES & REGULATIONS (A.K.A. The Boring But Necessary Stuff)

## Coterie Insurance Agents For Communities Contest Official Rules

The Coterie Insurance Agents For Communities Contest (the "Contest") is subject to these Official Rules except as expressly stated otherwise. No purchase necessary to enter or win. A purchase or payment will not increase your chances of winning. The Contest is administered by Coterie Insurance, Inc. 4455 Carver Woods Dr., Suite 100, Blue Ash, OH 45242 (the "Sponsor").

**1. Eligibility:** The Contest is open to legal residents of United States (excluding Alaska and Hawaii) who are 18 years of age or older as of the start of the Contest Period, and who own a small business. Employees of Sponsor and its affiliates, Contest supervisors and members of their immediate families, are not eligible to participate or win. The Contest is subject to all applicable federal, state and local laws, rules and regulations. Void where prohibited. Participant's computer must accept cookies or any similar device used by the Sponsor to track entries. See Sponsor's Privacy Policy at https://coterieinsurance.com/privacy-policy/ for more information about Cookies and privacy.

**2. Contest Period:** Contest begins at 12:01 a.m. Pacific Time ("PDT") on November 3, 2021 and ends at 11:59 p.m. PDT November 27, 2021 (the "Contest Period"). During the Contest Period, Sponsor will vote on two (2) entries to determine two (2) winners ("Entries").

3. How to Enter the Contest. There is one way to enter:

Online entries: access the online entry form at <u>https://explore.coterieinsurance.com/</u> <u>agents4communities</u> and provide the information requested, which include, you full name, full address, your email address, and the name of your insurance agency. In the space provided, upload a photo or video that tells us you're a small business without telling us you're a small business. You will be prompted to describe to us why your business should win in the space provided. Please limit your response to 300 words or less.

Online entries must be received no later than 11:59 p.m. PDT on the Contest end date as outlined above, and according to the computer time on Sponsor's website or site. Any entries received after 11:59 p.m. on day the Contest ends will not be considered. Incomplete, corrupted or illegible entries are void and will not be accepted. Entries containing non-original photos or photos not taken by Entrant are void and will not be accepted. Sponsor is not responsible for lost, late, damaged, delayed, destroyed, misdirected, or incomplete entries. All entries become the property of the Sponsor. Persons discovered entering under multiple identities will be disqualified. Sponsor reserves the right to disqualify false entries or entries suspected of being false. In the event of a dispute as to the identity of the Selected Contest Entrant, the Selected Entrant will be deemed to be the person in whose name the social media account was opened.

**4. Odds:** Odds of winning a prize depend on the number of eligible entries received. Only one entry per natural person, regardless of method of entry. Individuals discovered entering more than one time will be disqualified.

## 5. Winner Selection and Notification of Selected Entrant:

Each qualified entry will be entered into the "voting pool" to take place about 9:00 a.m. PDT, on or about the day after the Contest Period ends (winners will be notified on or about December 15th, 2021), by a representative of Sponsor, from among all qualified entries received during the Contest Period ("Selected Entrant").

The Selected Entrant will be sent an email and/or called using the information provided in the entry form, or via direct message on Instagram or FaceBook to confirm prize. Because the prize value exceeds \$600, Selected Entrant will have to provide additional information, including social security number or W-9, for tax purposes. Selected Entrant will have seventy-two (72) hours to respond and claim his/her/their prize. If Selected Entrant does not respond with 72 hours, a new winner may be selected at Sponsor's option. Selected Entrant may also be sent a declaration of eligibility / liability / intellectual property / publicity release ("Release"). Unless restricted by law, Selected Entrant will be required to complete and return the Release within five (5) days from the date of notification. An alternate Selected Entrant may be randomly selected from among the remaining eligible entries if the Selected Entrant: (i) cannot be reached; (ii) fails to obtain all signatures on the Release and to return the documents in a timely manner as required pursuant to these Official Rules; or (iii) cannot accept or receive the prize for any reason. Selected Entrant will have the Prize sent by mail within eight (8) to ten (10) business days of the date on which the Sponsor receives the Selected Entrant's address and the completed, signed Release (exact timing subject to change based upon availability of Prize). In the event of a dispute about the identity of an Entrant, each entry will be declared made by the authorized account holder of the Instagram, Twitter, or email account submitted at time of entry.

**6. Grand Prize:** The following Grand Prizes will be awarded to two (2) potential winner.s The total ARV for the Grand Prize is \$2,500 for each Selected Entrant. The Prize may be awarded as a electronic transfer or by paper check, at Sponsor's discretion and choice.

Selected Entrant is solely responsible for any and all federal, state, and local taxes on prize. If prize notification or any prize is returned as undeliverable, or if Selected Entrant may not accept or receive a prize for any reason, prize will be forfeited.

**7. Restrictions:** No substitution, transfer, or cash redemption of prize permitted. Winners cannot assign or transfer their prize to another person or business. Delivery of prize will be made by private mail carrier after Sponsor verifies that Winner has met all eligibility requirements, including ownership of the small business.

**8. Publicity:** By participating in the Contest, any Entrant in the Contest, irrevocably grants the Sponsor and its respective successors, assigns and licensees, the right to use such Entrant's name, the submitted video (or photography and essay, if submitted), and/or Entrant's personal information in any and all media for any purpose, including without limitation, commercial, advertising and promotional purposes as well as in, on or in connection with the Website or the Contest or other promotions, and hereby release the Sponsor from any liability with respect thereto, unless prohibited by law.

**9. General Conditions:** By participating, and Except where prohibited, Entrants agree to be fully and unconditionally bound by these Official Rules and the decisions of Sponsor and waive any

right to claim ambiguity in the Contest or these Official Rules. Any portion of the Contest may be canceled, suspended and/or modified, in whole or in part, if in our opinion any fraud, technical failure or other factor beyond our control impairs the integrity or proper functioning of the Contest. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. You may not enter with multiple identities or use any automated system, bot or other device or artifice to enter or obtain more than the maximum number of gualified entries. Unclaimed prizes will not be awarded. All federal, state or other tax liabilities (including income taxes) arising from this Contest will be the sole responsibility of Selected Entrant. Winner, and will be issued an IRS Form 1099 for the ARV of the awarded prize. Caution: any attempt to deliberately damage or undermine the legitimate operation of the Contest may be in violation of criminal and civil laws and will result in disgualification from participation in the Contest. Should such an attempt be made, Sponsor reserves the right to seek remedies and damages (including attorney fees) to the fullest extent of the law, including criminal prosecution, except where prohibited.

**10. Limitations of Liability:** If for any reason an entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, the Entrant's sole remedy is another entry in the same Contest during the Contest Period. Except where prohibited, Entrants also agree to release, discharge, indemnify and hold harmless Sponsor and each of their respective officers, directors, employees, representatives and agents (collectively "Releasees") from and against any claims, damages, disability, attorneys' fees, and costs of litigation and settlement, as well as any liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from: (i) use, redemption, acceptance, possession, ownership, or misuse of any prize, (ii) participation in any activity, event, or excursion offered in connection with the prize, (iii) use of any facility, service and/or accommodation related to the prize, or (iv) participation in any Contest-related activity or participation in this Contest.

The Releasees shall not be liable for: (i) late, lost, delayed, misdirected, incomplete unreadable, inaccurate, garbled or unintelligible entries, communications or affidavits, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses or damages of any kind caused by the prize or resulting from acceptance, possession or use of a prize, or from participation in the Contest; or (v) any printing, typographical, administrative or technological errors in any materials associated with the Contest. Without limiting the generality of the foregoing, Releasees are not responsible for delays or cancellations related to: computer malfunctions, network connections, email delivery problems, systems failure or incompatibility, typographical, technical or key-stroke errors, or interruptions in your internet service, and for incomplete, illegible, misdirected, misprinted, late, lost, damaged or stolen notifications. In the event Sponsor is prevented from continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to pandemic, fire, flood, earthquake, explosion, labor dispute or strike, act of God or public enemy, or any federal, state or local government law, order, or regulation, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required. Sponsor shall have the right to modify, suspend, or terminate the Contest. If the Contest is terminated before the designated end date, Sponsor will (if possible) select the

winner from all eligible, non-suspect Submissions received as of the date of the event giving rise to the termination. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**11. Disputes:** Disputes regarding these Official Rules and/or this Contest will be governed by the internal laws of Ohio. Decisions of Sponsor are binding and final. In the event of a dispute as to any entry, the authorized account holder of the Instagram address will be deemed to be the Entrant. No claimant in any dispute involving Sponsor shall be entitled to claim or obtain indirect, punitive, incidental or consequential damages. Sponsor's failure to enforce any provision in these Official Rules shall not constitute a waiver of that provision.

**12. Contest Results:** For Contest results and/or a copy of these Official Rules, within 120 days, send an email to Coterie Insurance with the title "Coterie Insurance Agents For Communities Contest" in the subject line to Lonny.Huffar@coterieinsurance.com.

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