

## **2023 Main Street America Insurance Community Impact Award Official Rules**

**THESE OFFICIAL RULES ARE A CONTRACT—READ THIS CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES A RELEASE AND LICENSE FROM YOU, AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.**

**NO PURCHASE, PAYMENT OF ANY KIND, OR INSURANCE QUOTE IS NECESSARY TO ENTER OR WIN. A PURCHASE, PAYMENT, OR QUOTE WILL NOT IMPROVE THE CHANCES OF WINNING. REQUESTING INFORMATION ABOUT INSURANCE PRODUCTS OR SERVICES WILL NOT INCREASE THE CHANCES OF WINNING.**

Participation in the **2023 Main Street America Insurance Community Impact Award** (the “Contest”) constitutes Entrant’s (as defined below) and Winner’s (as defined below) full and unconditional agreement to these Official Rules. Winner is free to disclaim any prize and status as Winner, and as a result will not be eligible to receive any prize.

### **SPONSOR**

NGM Insurance Company and its affiliates and subsidiaries, (“Main Street America”), 4601 Touchton Road Suite 3400 Jacksonville, FL 32224.

### **ADMINISTRATOR**

This Contest is administered by Main Street America’s Marketing Department (“Administrator”). The Administrator is responsible for the collection, submission and processing of entries, and the overall administration and execution of the Contest. Entrants should look solely to Administrator with any problems related to the Contest. To contact the Administrator please email your questions or comments to: [brandmarketing@msagroup.com](mailto:brandmarketing@msagroup.com). To help us properly identify your email please enter **“2023 Main Street America Insurance Community Impact Award”** in the Subject line.

All decisions related to, as well as all interpretation of, these Official Rules by Sponsor are final and binding. While this Contest may be promoted via social media websites, such websites are not affiliated with Sponsor or this Contest. This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, Instagram, LinkedIn or any other third-party website or application that might host content where information about this Contest is published (collectively “Content Hosts”). Entrant is providing information only to Sponsor and not to Content Hosts.

### **CONTEST PERIOD**

The Contest commences at 12:00:01 AM (ET) on November 6, 2023, and ends at 11:59:59 PM (ET) on November 30, 2023 (the “Entry Period”). Entries must be received by no later than 11:59:59 PM (ET) on November 30, 2023.

### **ELIGIBILITY**

Agency owners, agency staff, and Main Street America employees may nominate any Main Street America independent agency located in the following states: CT, DE, FL, GA, ID, IL, IN, ME, MD, MA, MI, MN, MS, MT, NV, NH, NJ, NC, NY, OK, OR, PA, SC, SD, TN UT, VT, VA, WA

& WI. Must be an appointed agent on December 20, 2023. Employees, directors and officers of Main Street America Insurance are not eligible to win.

## **HOW TO NOMINATE**

By participating in the Contest in any way you will become an “Entrant.”

To enter, during the Entry Period:

1. Visit <https://msainurance.com/community-impact-award-2023> (the “Web Site”) to complete the entry form.
2. Submit a nomination and include details on community involvement of independent agency for consideration.

Main Street America’s corporate giving guidelines preclude donations to organizations that are overtly political (i.e. political parties, candidates, etc.) or religious (houses of worship, organizations whose fiscal sponsor is a house of worship, organizations that have religious or faith requirements for participants). Entries that contain any illegal or inappropriate behavior, in Administrators’ sole discretion, will be disqualified.

## **JUDGING CRITERIA**

1. 40% Weight: HOW DOES THE AGENCY OWNER AND THEIR STAFF ENGAGE WITH COMMUNITY ORGANIZATIONS?
2. 50% Weight: HOW ARE AGENCY STAFF INCLUDED IN THE COMMUNITY WORK?
3. 10% Weight: HOW DOES THIS AGENCY INCORPORATE COMMUNITY INTO THEIR SALES & MARKETING STRATEGIES?

In the event of a tie, primary weighting will be given to section two above highlighting staff involvement in the community work.

## **CONDITIONS OF ENTRY**

Each Main Street America agency owner, agency staff, and Main Street employee is allowed a maximum of one (1) nomination per person. No substitutes for the official entry form may be used to enter the Contest, and Sponsor **\*\*will not accept entries\*\*** by U.S. Mail, email, fax, or any other way other than the methods listed above.

By entering or participating in this Contest, Entrant agrees to be bound by these Official Rules and the decisions of Sponsor and its authorized representatives, which are final and binding in all matters concerning this Contest. Entries not legitimately submitted in accordance with these Official Rules are void. Only qualified entries received by Sponsor during the Contest Period are eligible for participation.

Entrants may be required to provide the following information to be eligible for a Contest prize: first and last name, email address, and phone number (collectively or individually, “Personal Information”). All requested Personal Information must be provided to participate in the Contest and to be eligible to win a prize. Unintelligible entries; entries with incomplete, invalid, incorrect, or noncurrent information; entries that are counterfeit, damaged, or tampered with in any way;

and entries with printing, production, or typographical errors will be disqualified. Entries that are late, lost, damaged, misdirected, stolen or not delivered are not the responsibility of Sponsor and will be disqualified. Neither Sponsor nor Administrator are responsible for printing or typographical errors in any Contest-related materials. Entries will be deemed made by the holder of the entrant's email account. Sponsor is not responsible if a potential winner does not receive a prize because erroneous, expired, canceled, fraudulent, or fake information was provided during the Contest.

Sponsor may, in its sole discretion, disqualify any individual it finds to be in violation of these Official Rules, tampering with the entry process or the operation of the Contest (including without limitation, tampering with websites or email addresses), or acting in a non-sportsmanlike or disruptive manner. Any attempt to undermine the operation of the Contest may be a violation of criminal or civil law, and Sponsor may seek damages to the fullest extent permitted by law from any person it finds to have made such an attempt.

The Contest is subject to all applicable federal, state, local laws and regulations. Void where prohibited or restricted by law. Sponsor's decisions are final and binding on all matters relating to Contest. By participating in this Contest, entrants agree to be bound by these Official Rules and by the interpretations of these Official Rules by the Sponsor and by the decisions of the Sponsor. Participation in Contest and acceptance of prize constitutes each winner's permission for Sponsor to use his/her name, address (city and state only), likeness, photograph, picture, portrait, voice, biographical information, and/or any statements made by each Winner regarding the Contest or Sponsor for advertising or promotional purposes without notice or additional compensation.

## **PRIZE**

Four (4) grand prizes will be awarded as listed below (the "Prize"):

- \$1000 donation to 501(c)(3) organization of Winner's choice
- Winner kit to include social media content, media templates, and recognition certificate
- Approximate retail value of individual prizes is \$1,000 each.

Odds of winning depend on the total number of eligible entries received. Arrangements for the fulfillment of the Prizes will be made by the Sponsor.

All federal state and local taxes, and any other costs not specifically provided for in these Official Rules, are solely each Winner's responsibility. The Sponsor shall have no responsibility or obligation to a Winner or potential Winner who is unable or unavailable to accept or utilize Prize as described herein.

## **WINNER SELECTION/NOTIFICATION**

Four (4) winners will be selected based on the Entries with the highest number of votes from the judging panelists using the judging criteria described above (each a "Winner").

All entries will be judged by representatives of Main Street America. Judges are prohibited from making nominations. Entries will be judged based on impact of community support for the

independent agency and in accordance with Judging Criteria listed above. Multiple nominations for the same agency will not give additional overall weight in the judging criteria.

Winners will be notified on or about December 20, 2023. Upon forfeiture, no compensation will be given.

## **DISCLAIMER**

The Sponsor, the Administrator, Internet server(s), Internet and cellular telephone access provider(s), and each of their respective affiliates, subsidiaries, parent corporations and advertising and promotional agencies, and all of their officers, directors, shareholders, employees and agents (collectively, "Releasees") are not responsible for any incorrect or inaccurate text messaging or entry information: human error: technical malfunctions: failures, omissions, interruption, deletion or defect of any telephone/cellular network, computer online systems, computer equipment, servers, providers, or software including any injury or damage to participant's or any other persons cell phone device relating to or resulting from participation in this Contest; inability to submit or access any text message; theft, tampering, destruction or unauthorized access to, or alteration of entries: entries that are processed late or incorrectly or are incomplete or lost due to cellular device, computer or electronic malfunction or traffic congestion on the Internet or any web site and/or cellular telephone lines: printing or other errors; or theft or destruction or corruption of entries. Proof of submitting an entry is not considered proof of delivery or receipt. Illegible and incomplete entries will be disqualified. All entries become property of Sponsor and will not be returned. False and/or deceptive entries or acts shall render entrant ineligible.

If, for any reason, the Contest is not capable of running as planned, including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Contest, the Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Contest. Should the Contest be terminated prior to the stated expiration date, notice will be posted on the Web Site and the Prizes may be awarded to potential Winners to be selected from among all applicable Eligible Entries received up until and or after (if applicable) the time of modification, cancellation or termination or in a manner that is fair and equitable as determined by the Sponsor. All interpretations of these Official Rules and decisions by the Sponsor are final. No software-generated, robotic, programmed, script, macro or other automated online entries are permitted and will result in disqualification of all such entries. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to have tampered with the entry process or the operation of this Contest; to be acting in violation of these Official Rules; or to be acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or to have provided inaccurate information on any legal documents submitted in connection with this Contest.

**CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE; THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO**

THE FULLEST EXTENT PERMITTED BY LAW. THE GEORGIA COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE CONTEST AND THE LAWS OF THE STATE OF GEORGIA SHALL GOVERN THE CONTEST. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS.

### **LIMITATION OF LIABILITY**

YOU UNDERSTAND AND AGREE THAT YOU SHALL HAVE NO RIGHT TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, ADVERTISING, PROMOTION, DISTRIBUTION OR EXPLOITATION OF THE CONTEST OR SPONSOR IN NO EVENT WILL FACEBOOK, TWITTER, LINKEDIN, SPONSOR, ADMINISTRATOR, AFFILIATES, SUBSIDIARIES, AND RELATED COMPANIES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, BE RESPONSIBLE FOR ANY CLAIMS, ACTIONS, DEMANDS, LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE, ARISING OUT OF YOUR PARTICIPATION IN THE CONTEST, THE ACCEPTANCE, POSSESSION, USE, MISUSE, LOSS OR MISDIRECTION OF THE PRIZE, PARTICIPATION IN ANY CONTEST RELATED ACTIVITIES OR ACCESS TO AND USE OF ANY INTERNET SITE. ENTRANTS AGREE TO RELEASE, DEFEND, INDEMNIFY, DISCHARGE AND HOLD HARMLESS THE SPONSOR AND ADMINISTRATOR FROM ANY SUCH CLAIMS, ACTIONS, DEMANDS, LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION FROM ANY DAMAGE, INJURY, DEATH, LOSS OR OTHER LIABILITY EITHER AT LAW OR EQUITY WHETHER KNOWN OR UNKNOWN, ASSERTED OR NOT ASSERTED THAT MAY ARISE FROM OR IN ANY WAY RELATE TO YOUR PARTICIPATION IN THE CONTEST OR THE AWARING, ACCEPTANCE USE OR MISUSE OF ANY PRIZE WITHOUT LIMITING THE FOREGOING, THE CONTEST, THE PRIZE AND MATERIALS ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES. SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

### **RIGHT TO MODIFY OR CANCEL**

The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event any provision is found invalid or unenforceable, these Official Rules will otherwise remain in effect in accordance with their terms as if the invalid or unenforceable provision was never included. Sponsor's failure to enforce any provision of these Official Rules does not constitute a waiver of that provision.

Sponsor may cancel, suspend or modify the Promotion or any part of it, in any way, if Sponsor determines in its sole discretion that the Promotion is not capable of executing as Sponsor

intended, or that any error, omission, fraud, technical failure, tampering, computer virus, or other factor, technical or otherwise, beyond Sponsor's reasonable control, impairs or may impair Sponsor's ability to properly conduct the Promotion, subject to any applicable law or regulation. In such event, Sponsor may, but is not obligated to, award any applicable prize by conducting a random drawing from among the eligible entries received up to the time of the cancellation, suspension, or modification of the Promotion. Inclusion in such random drawing is Entrant's exclusive remedy under such circumstances.

In the event of an inconsistency between these Official Rules and any disclosure or other statement contained in any Promotion-related materials, including without limitation, a Promotion entry form or any point-of-sale, radio, television, print, or online advertising, these Official Rules will prevail and govern.

## **DISPUTES**

Except where prohibited by law, Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court in Dane County, Wisconsin; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering any Contest, but in no event attorneys' fees. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Administrator in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Wisconsin, without giving effect to any choice of law or conflict of law rules (whether of the State of Wisconsin or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Wisconsin.

## **PRIVACY**

By entering this Contest, Entrant agrees to Sponsor's manner of collection, use, retention and disclosure of Entrant's Personal Information submitted in connection with the Contest. Personal Information collected from Entrant is subject to Sponsor's privacy policy, which can be found at <https://msainsurance.com/privacy> and may additionally be disclosed by Sponsor in connection with a public list of Contest winners, or pursuant to any license granted to Sponsor by Entrant under these Official Rules or the Release.

## **WINNERS LIST**

For a list of winners, mail a self-addressed stamped envelope to by January 31, 2024 at:  
Main Street America Marketing Dept  
RE: 2023 Community Impact Award  
4601 Touchton Road, Suite 3400  
Jacksonville, FL 32224