OFFICIAL RULES

Please read the Official Rules ("Official Rules") of the Trusted Choice, Inc. ("Trusted Choice") Name The Mascot Contest (the "Contest").

CONTEST DESCRIPTION: During the Contest Period, Trusted Choice will give away one (1) grand prize of \$500 to the eligible grand prize winner randomly selected from submissions of proposed names for a Trusted Choice mascot ("Entries").

CONTEST DATE, TIME AND LOCATION: The Contest will begin May 17, 2022 and end on June 1, 2022 at midnight (the "Contest Period"). Trusted Choice will collect Entries through its website.

SPONSORS AND ADMINISTRATORS: Trusted Choice, Inc., 127 S. Peyton Street, Alexandria, VA 22314.

ELIGIBILITY: The Contest is open only to U.S. citizens and lawful permanent residents who are member agents of Independent Insurance Agents & Brokers, Inc. ("IIABA") or company partners of Trusted Choice who properly submit Entries during the Contest Period ("Entrant"). Entrants are limited to one submission per person per valid email address. Sponsor reserves the right to exclude or eject from the Contest any Entrant who, in Sponsor's sole discretion, does not meet the eligibility requirements, does not engage in the Contest according to the Official Rules, or acts in a manner, that is unsportsmanlike, defamatory, harassing, threatening, indecent, vulgar, illegal or unlawful.

AGREEMENT TO THE OFFICIAL RULES: Each Entrant unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsors on his/her behalf and on behalf of his/her successors, assigns, transferees, heirs, heirs apparent, executors, agents, representatives, or anyone else claiming under him/her. These Official Rules and the decisions of the Sponsors are final and binding in all matters related to the Contest. Winning any prize is contingent upon fulfilling all requirements set forth herein, including, but not limited to, signing an Affidavit of Eligibility and a Liability Release ("Affidavit and Release").

HOW TO ENTER: Each Entrant must register online no later than June 1, 2022. Each Entrant is responsible for ensuring that his or her registration is complete and accurate.

WINNER SELECTION AND PRIZE RESTRICTIONS: Trusted Choice will collect Entries through its website. One grand prize winner of \$500 will be randomly selected from all Entries. Trusted Choice will determine eligibility in its sole discretion. The grand prize winner must respond and confirm acceptance of the prize within forty-eight (48) hours of Trusted Choice contacting them via either email or phone. The winner shall allow up to eight (8) weeks for prize delivery. Trusted Choice may use or not use any Entry, including but not limited to the grand prize winner's Entry for a mascot name.

All costs, taxes, fees and expenses associated with any element of the Prize not specifically addressed above are the sole responsibility of the winning Entrants. Sponsor will not provide any money for expenses incurred as a result of Entrants' participation in the Contest or the claiming or use of the Prize. Prizes may not be transferred or assigned. No substitution may be made, except by Sponsor, which reserves the right to substitute a prize in whole or in part with another prize for any reason as determined by Sponsor in its sole discretion. The winning Entrants will be responsible for all taxes (including but not limited to federal, state, local, and/or income) on their prizes. An Entrant may be required to execute an Affidavit of Eligibility and Release ("Affidavit and Release") prior to the prize being released and may be required to provide his/her Social Security number or tax ID for tax reporting purposes. The execution of the Affidavit and Release is an explicit condition to releasing said prize; refusal by any Entrant to execute the Affidavit and Release will result in disqualification, and a new winner will be selected by Sponsor in accordance with these Official Rules.

GENERAL CONDITIONS / RELEASE: Each Entrant agrees to: (a) release Sponsor, its affiliates and each of their respective directors, officers, agents, employees, members, and state associations (the "Indemnified Parties") from any and all liability for any claims, costs, injuries, losses, or damages of any kind caused by, resulting from, or in any way related to (i) Entrant's participation in the Contest; (ii) the sponsorship or administration of the Contest; and (iii) Entrant's and/or any third party's acceptance, possession, use, misuse, sale, or disposal of the Prize; and (b) acknowledge that the Indemnified Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the prize. The Indemnified Parties are not responsible for, and each Entrant releases the Indemnified Parties from any and all liability for any claims, costs, injuries, losses, or damages of any kind caused by, resulting from, or in any way related to, the Contest; any bugs, viruses, or the like; any content prepared for the Contest; incorrect or inaccurate transcription of entry information, or for any other human or other error, mistake, or inaccuracy; technical malfunctions; lost/delayed data transmission; omission, interruption, deletion, defect, or other failures of, or unauthorized access to, any network, computer equipment, video equipment, or software; late, lost, or misdirected mail (including electronic mail); or any personal injury or property damage affecting any Entrant. CAUTION: ANY ATTEMPT BY ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY TAMPER WITH THE CONTEST, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SUCH ENTRANT OR ENTRANT SHALL BE DISQUALIFIED FROM THE CONTEST, AND SPONSOR RESERVES THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.

Failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision. If for any reason the Contest is not capable of being executed as planned,

or due to fraud, actions of Entrants or any other causes that in the opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right at its sole discretion to disqualify any Entrant and/or to cancel, terminate, modify, or suspend the Contest. In the event of any cancellation, termination, modification, or suspension, notice thereof will be posted at www.independentagent.com.

RESERVATION OF PUBLICITY AND INTELLECTUAL PROPERTY RIGHTS: Each Entrant grants, on behalf of himself/herself and his/her heirs apparent, to Sponsor, and each of its licensees, successors, designees, assigns, and affiliates (the "Sponsor-Related Parties"), the right to use, display, transmit, publish, and reproduce, for all purposes: (1) any content submitted in connection with the Contest; (2) his/her/its name; (3) his/her physical likeness, whether in photograph, video, motion picture, electronic video image, or otherwise; and (4) recordings of his/her voice and all sounds he/she produces, in any and all media including, but not limited to, cable and broadcast television and the internet. Each Entrant further expressly grants the right to give, sell, transfer, exhibit, customize, edit, and add content to all of the foregoing in perpetuity. Each Entrant acknowledges that the permissions granted herein extend to all languages, media, formats, and markets now known or hereafter devised, and shall continue without expiration. Each Entrant agrees that at all times the materials described above are the property of Sponsor, free from any claim, lien or encumbrance by or through him/her/it or any other person or entity. Each Entrant hereby waives any right to receive payment for agreeing to these Official Rules or for the use by the Sponsor-Related Parties of any of the materials described above. Each Entrant also waives any right to inspect or approve finished products used from the materials described above, or to revoke the rights granted herein. Each Entrant further agrees to not to make any claim, directly or indirectly, for any compensation, fees or royalties for use of the content, including but not limited to the proposed mascot name(s).

DISPUTES: Each Entrant agrees that: (a) any and all disputes, claims, causes of action, issues, or questions arising out of, connected with, or related to the Contest; any prize; the construction, validity, interpretation, or enforceability of these Official Rules; Entrant's rights and obligations; or the rights and obligations of Sponsor in connection with the Contest shall be resolved individually, without resort to any form of class or collective action, and exclusively by the state and federal courts located in the City of Alexandria, Virginia; (b) any and all claims, judgments, or awards shall be limited to actual out-of-pocket losses, but in no event attorneys' fees; and (c) under no circumstances will Entrant be permitted to obtain awards for, and each Entrant hereby waives all rights to, claim or receive direct, indirect, special, punitive, incidental, or consequential damages and any other damages, other than out-of-pocket losses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE **LIMITATIONS** OR **EXCLUSIONS** OF LIABILITY **FOR INCIDENTIAL** CONSEQUENTIAL DAMAGES. THEREFORE, THE ABOVE MAY NOT APPLY TO YOU. Any and all disputes, claims, causes of action, issues, or questions arising out of, connected with, or related to the Contest; any prize; the construction, validity, interpretation, or enforceability of these Official Rules; Entrant's rights and obligations; or the rights and obligations of Sponsor in connection with the Contest shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia without giving effect to any choice of law or conflict of law rules (whether of Virginia or any other jurisdiction).

ENTRANTS' PERSONAL INFORMATION: Information collected from Entrants is subject to the Privacy Policy that can be found at www.independentagent.com.

SOCIAL MEDIA AND MARKETING: Each Entrant permits Sponsor to post any content submitted in connection with the Contest to Sponsor and its affiliates' websites and social media channels.

Each Entrant agrees to comply with the rules of any relevant social media channel, including YouTube's Terms of Service and Facebook's Statement of Rights and Responsibilities, along with any other regulations from YouTube and Facebook, in connection with the Contest.

In accordance with Facebook's Page Terms, by participating in this Contest, each Entrant agrees to a complete release of Facebook and acknowledges that the Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook.

<u>WINNERS / RULES</u>: A copy of these Official Rules and a list of the winners may be viewed on IIABA's website at trustedchoice.independentagent.com.