

**Official Rules for the Direct Auto Insurance  
Holiday Giveaway Sweepstakes  
(The “Promotion”)**

**QR CODE APP AND EMAIL ACCOUNT REQUIRED. NO PURCHASE, QUOTE OR PAYMENT OF ANY KIND OR USE OF ONLINE SERVICE NECESSARY TO ENTER OR WIN. A PURCHASE, QUOTE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID OUTSIDE ELIGIBLE STATES AND WHERE PROHIBITED.**

**ELIGIBILITY:** This Promotion is open only to legal residents of Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, North Carolina, Ohio, South Carolina, Tennessee, Texas, Virginia and Washington who are at least eighteen (18) years old, or the age of majority in their state of residence, whichever is older, at the time of entry. The following are not eligible for the Promotion: (1) employees, agents and directors of Direct Administration Inc. (“Administrator”), its parents, subsidiaries, successors, assignees, and affiliated companies, and their respective advertising and promotion agencies (collectively, the “Promotion Entities”); (2) persons providing support services to any sales agent authorized to represent Direct Administration Inc. its parent, subsidiaries, or affiliated companies (whether those persons are employed by agent or not); and (3) the immediate family members and/or household members of any of the persons set forth in (1) or (2) above. “Immediate family members” shall mean parents, step-parents, children, step-children, siblings or spouses. “Household members” shall mean people who share the same residence at least three months per year. By entering the Promotion, entrants agree to abide by all terms of these Official Rules. Subject to all applicable local, state and federal laws and regulations. Void in Puerto Rico and wherever prohibited or restricted by law.

**PROMOTION PERIOD:** The Promotion begins on **November 15, 2021 at (12:00 Noon Central Time)** and ends on **December 3, 2021 at 7:00 pm Central Time** (the “Promotion Period”). Entries submitted before or after the Promotion Period will be disqualified. Sponsor will be the official timekeeper of the Promotion.

**TO ENTER:** Visit a participating Direct Auto Insurance location, scan the QR code with your smart device and complete the entry form on the page provided with your name, full address, email address, phone number and whether or not you are a current Direct Auto Insurance customer.

Limit one (1) entry per person using only one (1) email address for the duration of the Promotion Period regardless of the method of entry used. Multiple entries received from any person or email address will be void. All entries become the exclusive property of Sponsor, and none will be acknowledged or returned. Entries generated by script, macro or other automated means are void. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected entries or emails, which will be disqualified. Opt-out opportunities are available. Opting-out will not prohibit entry into the Promotion. Checking the opt-out box will NOT prohibit you from entering the Promotion. Opting-in to receive future marketing materials from Sponsor or any third parties will not improve your chances of winning.

**WINNER DETERMINATION:** There will be one Grand Prize Winner selected by random drawing to occur on or about **December 6, 2021** from among all valid entries received during the Promotion Period. Odds of winning the Grand Prize depend on the total number of unique eligible entries received during the Promotion Period. The potential winner will be notified by Sponsor by telephone and/or email within three (3) days of the drawing date. If disputed, the potential winning entry will be deemed made by the natural person who is assigned to the account by the applicable provider or organization that assigns the phone, email or other account number. If a potential winner cannot be contacted within forty-eight (48) hours following the first attempt at notification, the Sponsor may declare in its sole discretion that the potential winner has forfeited the prize and an alternate potential winner may be randomly drawn by Sponsor from all remaining eligible entries. In the event that a potential winner is disqualified for any reason, Sponsor may award the prize to an alternate winner by random drawing from among all remaining eligible entries. Each potential winner must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. Each potential winner is subject to verification by Sponsor. An entrant is not a winner of the prize unless and until their eligibility has been verified and the entrant has been notified that verification is complete.

Each potential winner may be required to: present a photo I.D. or other means of identification and execute and return a prize acceptance form, an affidavit of eligibility & liability release and, except where prohibited by law, a publicity release (“Winner Documents”). Failure of a potential winner to complete and submit the Winner Documents within the specified time period, if the Winner Documents are returned as undeliverable, or if the potential winner is found ineligible or noncompliant with these Official Rules, such potential winner will be disqualified, and an alternate winner may be selected in Sponsor’s discretion. Sponsor reserves the right in its sole discretion to conduct a background check on potential winner and disqualify any individual who has been charged or convicted of a crime or, if Sponsor determines in its sole discretion that awarding a prize to such individual may reflect unfavorably on the Promotion or Sponsor. If Sponsor discovers that the winning entry was submitted by an ineligible entrant, even if such discovery should occur after notification, publication, or after acceptance of the prize, Sponsor shall, in its sole discretion,

have the right to rescind the award and select another Winner. The Sponsor's decisions are final and binding on all matters relating to this Promotion.

**GRAND PRIZE:** One lucky winner will be chosen to receive two (2) free mobile tickets to the 2022 Allstate Sugar Bowl to be played at 7:30 PM local time on Saturday, January 1, 2022 at the Caesars Superdome in New Orleans Louisiana. Seat location will be determined by Sponsor. Each ticket is valued at \$300 for total approximate retail value of \$600.00. **Prize is tickets only. All travel, meals, accommodations, parking and any other expenses related to the game are the sole responsibility of the winner.** The Prize will be delivered to the Winner digitally (mobile tickets will be emailed) which must be downloaded to a mobile device for entry to the Superdome. Tickets are subject to the standard policies and procedures of the NCAA, the Sugar Bowl, each of the participating teams, and the venue as applicable, including rain-check, scheduling, personal conduct, Covid-19 protocols, including but not limited to wearing a mask in public gatherings and practicing social distancing where required, and access, including mobile ticket requirements.

**GENERAL PRIZE CONDITIONS:** Winner may not sell, substitute, assign, or transfer prize or redeem prize for cash, but Sponsor reserves the right, at its sole discretion, to substitute prize with one of comparable or greater value. Winner is responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. All prize details are at Sponsor's sole discretion. In the event that the game is not held on January 1, 2022, whether due to weather, fire, flood, natural disaster, emergency, or any other reason whatsoever, Sponsor may, but is under no obligation to, provide a substitute prize to the Winner. Winner must agree to and follow all terms and conditions contained on the tickets presented as the Prize. Upon delivery of the Prize to the Winner, risk of loss of the Prize shall lie solely with Winner. Winner will not be admitted to the Game without presentation of the tickets awarded.

**PUBLICITY:** Except where prohibited, by participating in the Promotion and/or accepting a prize, entrants/winners agree to allow Sponsor and/or Sponsor's designee and Promotion Entities the perpetual right to use their name, biographical information, entries, photos and/or likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered including live television, worldwide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law. By accepting a prize, entrants also agree to participate in media opportunities, which may include in-person and remote interviews, as arranged by the Promotion Entities.

**LIMITATIONS OF LIABILITY:** By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor which shall be final in all respects relating to this Promotion; (b) to release, discharge and hold harmless Promotion Entities from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant's participation in the Promotion or the acceptance, possession, use or misuse of any awarded prize; and (c) to the use of his/her name, voice, photograph, image and/or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so.

Promotion Entities are not responsible for late, lost, damaged, misdirected, incomplete, undeliverable or garbled entries, or for lost, interrupted or unavailable network, or other connections, availability or accessibility or miscommunications or failed satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or phone malfunctions, failures or difficulties, or other errors or difficulties of any kind whether typographical, human mechanical, electronic, network, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of entries, the announcement of the prize or in any Promotion-related materials. Promotion Entities are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Promotion. Sponsor may disqualify anyone from participating in the Promotion or winning the prize (and void all associated entries) if, in its sole discretion, it determines that such person is attempting to undermine the legitimate operation of the Promotion by cheating, deception or other unfair playing practices, or intending to annoy, abuse, threaten or harass any other entrant or Sponsor's representatives. ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. Sponsor reserves the right in its sole discretion to cancel or suspend any portion of the Promotion for any reason, including should any cause corrupt the administration, security or proper play of the Promotion and, in the event of termination, conduct a random drawing to determine the winner from among all eligible entries received up to such time.

**GOVERNING LAW/ARBITRATION:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of Tennessee, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

**THE PARTIES EACH AGREE TO FINALLY SETTLE ALL DISPUTES ONLY THROUGH ARBITRATION;** PROVIDED, HOWEVER, THE SPONSOR SHALL BE ENTITLED TO SEEK INJUNCTIVE OR EQUITABLE RELIEF IN THE STATE AND FEDERAL COURTS IN DAVIDSON COUNTY, TENNESSEE AND ANY OTHER COURT WITH JURISDICTION OVER THE PARTIES. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND REVIEW IS LIMITED. THE ARBITRATOR'S DECISION AND AWARD IS FINAL AND BINDING, WITH LIMITED EXCEPTIONS, AND JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT WITH JURISDICTION. THE PARTIES AGREE THAT, EXCEPT AS SET FORTH ABOVE, ANY CLAIM, SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SWEEPSTAKES SHALL BE RESOLVED SOLELY BY BINDING ARBITRATION BEFORE A SOLE ARBITRATOR UNDER THE STREAMLINED ARBITRATION RULES PROCEDURES OF JAMS INC. ("JAMS") OR ANY SUCCESSOR TO JAMS. IN THE EVENT JAMS IS UNWILLING OR UNABLE TO SET A HEARING DATE WITHIN FOURTEEN (14) DAYS OF THE FILING OF A "DEMAND FOR ARBITRATION", THEN EITHER PARTY CAN ELECT TO HAVE THE ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") OR ANY OTHER MUTUALLY AGREEABLE ARBITRATION ADMINISTRATION SERVICE. IF AN IN-PERSON HEARING IS REQUIRED, THEN IT WILL TAKE PLACE IN DAVIDSON COUNTY, TENNESSEE. THE FEDERAL OR STATE LAW THAT APPLIES TO THESE OFFICIAL RULES WILL ALSO APPLY DURING THE ARBITRATION. **DISPUTES WILL BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS AND WILL NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDINGS THAT INVOLVE ANY CLAIMS OR CONTROVERSY OF ANOTHER PARTY, INCLUDING ANY CLASS ACTIONS.** SPONSOR AGREES TO PAY THE ADMINISTRATIVE AND ARBITRATOR'S FEES IN ORDER TO CONDUCT THE ARBITRATION (BUT SPECIFICALLY EXCLUDING ANY TRAVEL OR OTHER COSTS OF ENTRANT TO ATTEND THE ARBITRATION HEARING). IF FOR ANY REASON ANY COURT OR ARBITRATOR HOLDS THAT THIS RESTRICTION IS UNCONSCIONABLE OR UNENFORCEABLE, THEN THE AGREEMENT TO ARBITRATE DOESN'T APPLY AND THE DISPUTE MUST BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN DAVIDSON COUNTY, TENNESSEE. EITHER PARTY MAY, NOTWITHSTANDING THIS PROVISION, BRING QUALIFYING CLAIMS IN SMALL CLAIMS COURT.

**PRIVACY POLICY/USE OF DATA:** Any personally identifiable information collected during an entrant's participation in this Promotion will be collected by Sponsor or its agent and used by Sponsor, its affiliates, agents, and marketers for purposes of the proper administration and fulfillment of the Promotion as described in these Official Rules and in accordance with Sponsor's Privacy Policy as stated at <https://www.directauto.com/privacy-and-security>. By participating in the Promotion and providing any applicable contact information, you hereby agree to Sponsor's collection and usage of your personal information and acknowledge that you have read and accepted Sponsor's Privacy Policy.

**SPONSOR:** Direct Auto Insurance 1281 Murfreesboro Pike, Nashville, TN 37217 is the sole sponsor of this promotion. *This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with: the NCAA, the SEC or Big-12 Conferences, the Sugar Bowl, or Allstate Insurance Company. All questions, comments or complaints regarding the Sweepstakes must be directed only to Sponsor.* Reference to any third parties in connection with prizes and/or third-party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Promotion.

**RESULTS:** For Promotion results send a written request for the Winners List in a printed, self-addressed, stamped envelope to: Direct Auto Insurance, Attn: Marketing Sweepstakes Administrator, 1281 Murfreesboro Road, Nashville, TN 37217. You must include the name of the Promotion as it appears on these rules on your request form. Requests for the winner list must be received by within 30 days of the drawing date.