

## Official Rules for the 2022 Direct Auto Insurance Driver Appreciation Sweepstakes (the "Sweepstakes")

NO PURCHASE OR CONSIDERATION OF ANY KIND IS NECESSARY TO ENTER OR WIN.

A QUOTE, REFERRAL OR PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

THIS SWEEPSTAKES IS INTENDED FOR PLAY ONLY IN THE SPECIFIC STATES OF THE UNITED STATES DESIGNATED IN THE ELIGIBILITY SECTION. IT WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT LOCATED IN THE UNITED STATES AND ELIGIBLE AT THE TIME OF ENTRY. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

**Eligibility:** The Sweepstakes is open only to individuals who are at least eighteen (18) years old and legal residents of and physically located in the states of Alabama, Arkansas, Delaware, Florida, Georgia, Louisiana, Michigan, Mississippi, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee, Texas, Virginia and Washington at the time of entry. Void where prohibited by law. Employees, officers and directors of Direct Administration, Inc. ("Sponsor"), Direct Auto Insurance, their parents, affiliates, subsidiaries, advertising and promotion agencies, and any other company or individual involved with the design, production execution or distribution of the Sweepstakes, as well as the immediate family (i.e., spouse, parents and step-parents, siblings and step-siblings, and children and step-children and their respective spouses, regardless of where they reside) and household members of those employees (i.e., people who share the same residence at least three (3) months out of the year, whether or not related), of each such individual are not eligible. An individual may win a Contest or Sweepstakes sponsored by Sponsor only once per six (6) month period unless otherwise specifically stated.

**Entry Period:** The Sweepstakes begins at 12:00 Noon Central Time Zone on Monday, May 2, 2022 and ends at 7:00 PM Central Time Zone on Friday, May 27, 2022 (the "Entry Period"). Entries submitted before or after the Entry Period will not be eligible. Sponsor's sweepstakes database and related records are the official time-keeping method for the Sweepstakes.

**How to Enter:** Visit any participating Direct Auto Insurance location, scan the QR Code and complete the jot entry form. Each entry form must be completed legibly and in its entirety to be eligible. Entries become the property of Sponsor and will not be acknowledged or returned. Sponsor will discard any entry form that is not complete in its entirety or is otherwise noncompliant.

**Entry Verification:** There is a limit of one (1) entry per person. Subsequent attempts made by the same individual to submit multiple entries or false contact information, accounts or otherwise will result in the entrant being disqualified. Use of any automated system to participate is prohibited and will result in disqualification and all associated entries will be void. Sponsor reserves the right to disqualify any entry that is not completed in accordance with these rules or that is otherwise noncompliant. Entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. Released Parties (as defined below) are not responsible for lost, late, incomplete, invalid, unintelligible, undelivered or misdirected entries, which will be disqualified. Entries will not be acknowledged and all entry information becomes the sole and exclusive property of the Sponsor. In the event a dispute regarding the identity of the individual who submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Those who do not follow all the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified. Opt-out opportunities are available. Opting-out will not prohibit entry into the Sweepstakes. Opting-in to receive future marketing materials from Sponsor or any third parties will not improve your chances of winning. By entering, you indicate your full agreement to these Official Rules and Sponsor's decisions regarding the Sweepstakes, which are final and binding. Winning a prize is contingent upon fulfilling all requirements in these Official Rules.

**Drawing and Odds:** There will be Five (5) potential winners (each a "Winner"). The potential Winners will be selected by Sponsor or its designee through a random drawing on or about **May 31, 2022** from among all eligible entries received during the Entry Period. The odds of being selected will depend on the number of valid entries received. Sponsor will notify the potential Winners by e-mail and/or phone within three (3) business days of the drawing date. Each potential Winner must respond as requested within 48-hours of notification to avoid forfeiture. If Sponsor is not able to contact a potential winner for any reason, any claim to the prize is forfeited and Sponsor may select an alternate winner in a random selection from all remaining eligible entries received. Only three (3) alternate potential winners may be contacted.

**Winner Validation Process: EACH POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES.** Each winner must timely respond to/acknowledge Sponsor's initial notification. Subject to state law, each Winner may be required to sign and return to Sponsor, within 24-hours of the date notice is sent, an affidavit of eligibility, and liability/publicity release (collectively, "Affidavit") to claim his/her prize. Failure to respond to the initial verification within 24-hours of notification or to return all required documentation within the stated time period (if applicable), the return of any prize or prize notification as undeliverable or the potential winner's noncompliance with these Official Rules may result in disqualification and, at Sponsor's discretion, selection of an alternate potential Winner in a random drawing of all remaining eligible entries received even if the disqualified potential winner's name may have been publicly announced. The Released Parties are not responsible for electronic communications that are undeliverable due to any form of active or passive filtering of any kind, or insufficient space in entrant's email account to receive email messages. **Winner must agree to how, where and when Sponsor instructs him or her to redeem the prize to avoid forfeiture.** Potential winners must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements.

**Prizes:** There are a total of five (5) prizes, each a VISA® Gift Card valued at One Thousand Five Hundred Dollars (\$1,500.00). The total value of all prizes is Seven Thousand Five Hundred Dollars (\$7,500.00). Each winner is responsible for paying any applicable income taxes and any other costs and expenses not listed above. Any prize details not specified above will be determined by Sponsor, in its sole discretion. A prize may not be transferred and must be accepted as awarded. A winner may not request cash or a substitute prize; however, Sponsor reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason.

**Privacy and Publicity:** Any information you provide when you enter the Sweepstakes will be used as noted on the entry form and in accordance with Sponsor's [Privacy Policy](#). Except where prohibited by law, participation in the Sweepstakes constitutes your consent to Sponsor's use of your name, likeness, voice, opinions, biographical information, and state of residence for any lawful purpose (including but not limited to administration of the sweepstakes, advertising and promotion), in perpetuity, in any media now known or hereafter developed, worldwide and on the Internet and World Wide Web, without further permission or compensation.

**General Conditions:** In the event that the operation, security, or administration of the Sweepstakes is impaired in any way or if, in Sponsor's opinion there is any suspected tampering with any portion of the Sweepstakes, Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes; or (b) award the prizes at random from among the eligible entries received up to the time of the impairment; or (c) terminate the Sweepstakes. Sponsor reserves the right, in its sole discretion, to disqualify and seek damages from any individual who tampers with the operation of the Sweepstakes, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner. Sponsor's failure to enforce any term of these Official Rules shall

not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that communication. The Sweepstakes is subject to federal, state, and local laws and regulations and is void where prohibited. **Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages (including attorneys' fees) and other remedies from any such person to the fullest extent permitted by law.** Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**Release and Limitations of Liability:** By participating in the Sweepstakes, each entrant agrees for entrant and for entrant's heirs, executors, and administrators to release and indemnify and hold Sponsor, its parents, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents, (the "Released Parties") harmless from any and all losses, damages, rights, claims, and actions of any kind in connection with the Sweepstakes. By participating in this Sweepstakes, each entrant agrees to waive any right to claim any ambiguity or error herein or in the Sweepstakes itself, and to be bound by all actions of the Sponsor and/or Sponsor's representative, whose decisions are binding and final on all matters related to this Sweepstakes. By accepting any prize, each winner agrees for himself/herself and for their heirs, executors and administrators to release and indemnify and hold the Sweepstakes Entities and their respective officers, directors, employees and representatives harmless from any and all liability for any loss, harm, damages, costs or expenses, including without limitation property damages, personal injury, illness and/or death, arising out of participating in this Sweepstakes, or the acceptance, possession, use or misuse of any prize, or while preparing for, participating in and/or traveling to or from any prize related activity and claims based on rights of publicity, rights of privacy, defamation or prize delivery.

Sponsor assumes no responsibility or liability for (a) any typographical or printer's errors, incorrect or inaccurate registration or entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Sweepstakes; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of the internet; or (e) any injury or damage to participant's or to any other person's computer or cell phone which may be related to or result from any attempt to participate in the Sweepstakes. Sponsor has not made and/or is not responsible for, and hereby disclaims, any representation, warranty or guaranty, express or implied, in fact or in law, relative to the prizes. In no event will more than the number of prizes stated in these Official Rules be awarded. Without in any way limiting the foregoing, Releasees make no representation, warranty or guarantee of any kind regarding the prize.

**DISPUTES & WAIVER: BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, THAT (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZES OR OFFERS AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THE SWEEPSTAKES (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEY'S FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND/OR ANY OTHER DAMAGES (OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES) AND/OR ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE FOREGOING MAY NOT APPLY TO EVERY ENTRANT.**

**ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF ENTRANT AND SPONSOR IN CONNECTION WITH THE SWEEPSTAKES, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TENNESSEE WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS RULES THEREOF, AND ANY MATTERS OR PROCEEDINGS SHALL TAKE PLACE IN THE STATE OF TENNESSEE, IN THE COUNTY OF DAVIDSON.**

**Sponsor and Administrator:** Direct Administration, Inc., 1281 Murfreesboro Road, Nashville, TN 37217, is the sole and exclusive sponsor of this Sweepstakes. Any and all questions, comments, or complaints regarding the Sweepstakes must be directed only to the Sponsor. Reference to 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 Sweepstakes.

**Results:** For Sweepstakes results send a written request for the Winners List in a printed, self-addressed stamped envelope to Direct Administration, Inc., 1281 Murfreesboro Road, Nashville, TN 37217, Attn: Sweepstakes Administrator-Marketing Dept. Please include the name of the Sweepstakes on your request. Requests must be received no later than 30 days after the drawing date.