

**Direct Auto Insurance 2021 Thanksgifting Giveaway
Social Sweepstakes
Official Rules**

NO PURCHASE NECESSARY TO ENTER OR WIN. A 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 ONE OF THE IDENTIFIED STATES AND ELIGIBLE AT THE TIME OF ENTRY. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. BY SUBMITTING AN ENTRY TO THIS SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES; SO, READ THEM CAREFULLY BEFORE ENTERING. AMONG OTHER THINGS, THIS CONTRACT INCLUDES INDEMNITIES FROM YOU TO THE SWEEPSTAKES ENTITIES (DEFINED BELOW) AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

ELIGIBILITY: The Direct Auto Insurance 2021 Thanksgifting Giveaway Social Sweepstakes (the "Sweepstakes") is open only to legal residents of Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, North Carolina, Ohio, South Carolina, Tennessee, Texas, and Virginia 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 Sweepstakes: (1) employees, agents and directors of Direct Administration Inc. ("Administrator") and its parents, subsidiaries, successors, assignees, and affiliated companies, and their respective advertising and Sweepstakes agencies (collectively, the "Sweepstakes Entities"); (2) persons providing support services to any sales agent authorized to represent Direct Auto 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 (3) months per year.

SWEEPSTAKES PERIOD: The Sweepstakes begins on **November 1, 2021 at (12:00 AM Central Time)** and ends on **November 12, 2021 at 11:59 PM Central Time** (the "Sweepstakes Period"). Entries submitted before or after the Sweepstakes Period will be disqualified. Sponsor will be the official timekeeper of the Sweepstakes.

1. TO ENTER: Click on the link to our **2021 Thanksgifting Giveaway Social Sweepstakes** in our Facebook Social Ad and complete the entry JotForm by providing your name, address and email.

There is a limit of one (1) entry and one (1) email address per person for the duration of the Sweepstakes Period regardless of the method of entry used. Multiple entries received from any person or email address will be void. Entries generated by an agency, script, macro or other automated means are prohibited and void. Sponsor reserves the exclusive right to disqualify any entries received through prohibited methods or that are otherwise noncompliant. The authorized account holder of an email address shall mean the natural person assigned to such account by the Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with such account. All entries become the exclusive property of Sponsor, and none will be acknowledged or returned. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected entries or emails, which will be disqualified. Opting-in to receive future marketing materials from Sponsor or any third parties will not improve your chances of winning.

PRIZES: There are eight prizes, each a \$250 Walmart e-Gift Card. The approximate retail value of all prizes combined is two thousand dollars (\$2,000.00).

DRAWING AND WINNER DETERMINATION: On or about **November 15, 2021**, Sponsor will select or cause to be selected eight (8) potential prize winners by random drawing to occur from among all valid entries received during the Sweepstakes Period. Drawings will be done in immediate succession. Odds of winning one of the prizes depend on the total number of unique eligible entries received during the Sweepstakes Period. **Limit one prize per household.** The potential winners will be notified by Sponsor by email at the address provided or telephone within one week of the drawing date. 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. If 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 execute and return a prize acceptance form, an affidavit of eligibility & liability release and, except where prohibited by law, a publicity release ("Winner Documents") within seven (7) days of issuance to Sponsor. Failure of a potential winner to complete and submit the Winner Documents within the specified time, 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 Sweepstakes or Sponsor. **The Sponsor's decisions are final and binding on all matters relating to this Sweepstakes.**

GENERAL PRIZE CONDITIONS: Each winner must agree to how, where and when Sponsor instructs him or her to redeem the prize. Winner may not 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 other prize details are at Sponsor's sole discretion.

PUBLICITY: Except where prohibited by law, by participating in the Sweepstakes and/or accepting a prize, entrants/winners agree to allow Sponsor and/or Sponsor's designee and Sweepstakes Entities the perpetual right to use their name, biographical information, entries, photos and/or likeness, and statements for Sweepstakes, trade, commercial, advertising and publicity purposes, at any time or times, in perpetuity 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 Sweepstakes Entities.

GENERAL ADMINISTRATION CONDITIONS: If the operation, security, or administration of the Sweepstakes is impaired in any way, Administrator or Sponsor may, in their 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. Administrator or Sponsor reserves the right, in their 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. Failure by Administrator or Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Administrator or Sponsor by email shall not be deemed proof of receipt of that communication. In the event of a dispute as to the owner of an online entry, the authorized account holder of the e-mail address used to enter will be deemed to be the owner. The Sweepstakes is subject to federal, state, and local laws and regulations and is void where prohibited.

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 the Sweepstakes Entities, Facebook, and their respective officers, directors, employees and representatives harmless from all losses, damages, rights, claims, and actions of any kind in connection with the Sweepstakes. By participating in this Sweepstakes, each entrant agrees to abide by and be bound by these Official Rules, and 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 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.

Sweepstakes 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 Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prize or in any Sweepstakes-related materials. Sweepstakes 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 Sweepstakes. Administrator or Sponsor may disqualify anyone from participating in the Sweepstakes 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 Sweepstakes 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 SWEEPSTAKES 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.

ENTRANT'S WAIVER. BY PARTICIPATING IN THIS SWEEPSTAKES, EACH ENTRANT AGREES, 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.

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, or the Sweepstakes Entities 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 SETTLE ALL DISPUTES ONLY THROUGH BINDING 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 Sweepstakes will be collected by Administrator or its agent and used by Administrator or Sponsor, its affiliates, agents, and marketers for purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules and in accordance with Sponsor's Privacy Policy as stated at <https://www.directauto.com/privacy-and-security>

ADMINISTRATOR/SPONSOR: Direct Administration, Inc., 1281 Murfreesboro Pike, Nashville, TN 37217, is the Administrator of this Sweepstakes. Direct Auto Insurance, 1281 Murfreesboro Pike, Nashville, TN 37217, is the sole sponsor of this Sweepstakes. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook or Walmart. All questions, comments or complaints regarding the Sweepstakes must be directed only to the Administrator and not Facebook or Walmart. Reference to any other 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 Auto Insurance, Attn: Marketing Sweepstakes Administrator, 1281 Murfreesboro Road, Nashville, TN 37217. You must include the name of the Sweepstakes 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.