

Summer Vacation Upgrade Sweepstakes

OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

THESE RULES REQUIRE YOU TO RESOLVE ANY DISPUTES WITH US THROUGH BINDING AND INDIVIDUAL ARBITRATION OR SMALL CLAIMS COURT AND LIMITS OUR LIABILITY TO YOU. PLEASE READ THESE RULES CAREFULLY AND COMPLETELY. IF YOU DO NOT AGREE WITH ANY PORTION OF THE RULES, DO NOT PARTICIPATE IN THE SWEEPSTAKES.

Asurion Tech Repair and Solutions, LLC. is the sole Sponsor of this Sweepstakes (the “Sweepstakes Sponsor”). Instagram, Inc. is not sponsoring, endorsing, or administering this Sweepstakes. By entering this Sweepstakes, you release Instagram, Inc. from all liability associated with your participation.

The Summer Vacation Upgrade Sweepstakes (the “Sweepstakes”) begins at 9:00 a.m. CST on May 16, 2022 (the “Sweepstakes Start Date”) and ends at 9:00 p.m. CST May 22, 2022 (the “Sweepstakes End Date”), (such period referred to herein as the “Sweepstakes Period”).

1. HOW TO PARTICIPATE: Residents of the U.S. (excluding residents of Rhode Island) who are at least eighteen years old (or are at least the age of majority in their state of residence) may participate. During the Sweepstakes Period, eligible individuals may enter to win by completing the following tasks:

- 1) @ tag a friend in the comments who needs a summer break
- 2) Follow Asurion® AND uBreakiFix by Asurion® on Instagram®

The content submitted must abide by all requirements as stated in this Section to count as a valid entry. All entries must be submitted using the same social media account and the account must belong to the entrant. Entrants utilizing multiple social media accounts to enter, or utilizing an account that does not belong to the entrant will disqualify the entrant from participating in this Sweepstakes.

Alternate Entry Method: Each eligible individual may enter the Sweepstakes instead of the methods listed above by completing the following actions: type your first and last name, telephone number and/or e-mail address in a message with “Summer Vacation Upgrade” in the subject line and send to marketingcommunications.contest@asurion.com.

2. PRIZES: There will be one (1) winner randomly chosen from all entries received. The winner will receive the following prize: A Samsung Galaxy® Tab S7 with S Pen (approximate retail value: \$544) and a folio case (approximate retail value: \$39). Total approximate retail value of all prizes: \$593 total.

Odds of winning depend on the number of total entries received. There is no substitution, cash equivalent or transfer of prizes allowed by the winner. The winner will be solely responsible for all other expenses not specifically set forth herein. The Sweepstakes Sponsor reserves the right to substitute prizes of equal or greater value. The Sweepstakes Sponsor is responsible only for prize delivery; not responsible for prize utility, quality or otherwise. To receive a prize, the winner may be required to provide proof of identification and personal contact information in a timely manner specified by Sweepstakes Sponsor. If the winner fails to respond in the manner and within the time specified by Sweepstakes Sponsor, winner will forfeit the prize and an alternate winner will be chosen. Winner responsible for any applicable taxes on the prize. Sweepstakes Sponsor reserves the right to use a third-party for prize fulfillment and entrant authorizes Sweepstakes Sponsor to submit to this third party entrant’s personal contact information for prize fulfillment purposes.

3. ELIGIBILITY: This Sweepstakes is only open only to individuals as specified in Section 1. Residents of U.S. territories and Rhode Island are excluded from this Sweepstakes. By participating in the Sweepstakes, each entrant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of the Sweepstakes Sponsor and warrants that the owner is eligible to participate in the Sweepstakes. SWEEPSTAKES IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW and is subject to applicable federal, state and local laws and regulations. Employees of Asurion, LLC and their immediate family members are not eligible to participate.

4. SELECTION OF WINNER: The winner will be selected, and prizes will be awarded by June 22, 2022. Each winner will be contacted via the social media platform s/he used to enter the Sweepstakes, or via the e-mail or telephone number provided in the Alternate Entry Method. It is solely entrant's responsibility to take any steps necessary to adjust their E-mail, telephone, or Instagram account settings so that messages can be sent by Sponsor to entrant, and so that Sponsor can view the content submitted. Sponsor shall not be held liable if they are not able to view an entrant's entry for any reason or cannot contact entrant to notify entrant of winning the Sweepstakes. By entering this Sweepstakes, each entrant agrees that the Sponsor has the right to contact the entrant by direct Message via entrant's Instagram, email accounts, or telephone number. The Sweepstakes Sponsor is not responsible for and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify winner. Winner agrees to the use of their name, address, likeness, and/or content submissions for promotional purposes in any medium without additional compensation to the extent permitted by law. Where lawful, winner may be required to sign and return a Publicity Consent and Liability Release.

5. CONDITIONS: The Sweepstakes Sponsor, and their agents, directors, officers, shareholders, employees, insurers, servants, parents, subsidiaries, divisions, affiliates, predecessors, successors, representatives, advertising, promotion, and fulfillment agencies, and legal advisors, are not responsible for, shall not be liable for, and hereby disclaim all liability arising from or relating to: (i) late, lost, stolen, delayed, damaged, misdirected, misaddressed, incomplete, unintelligible or postage-due entries; (ii) telephone, electronic, hardware or software program, network, Internet, computer or other malfunctions, failures, or difficulties of any kind, whether human or technical; (iii) failed, incomplete, garbled, or delayed computer or e-mail transmissions; (iv) any condition caused by events beyond the control of the Sweepstakes Sponsor; (v) any injuries, losses, or damages of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Sweepstakes; or (vi) any printing or typographical errors in any materials associated with the Sweepstakes.. By participating in the Sweepstakes, participants and winners agree to release, discharge and hold harmless the Sweepstakes Sponsor, and their agents, directors, officers, shareholders, employees, insurers, servants, parents, divisions, subsidiaries, affiliates, predecessors, successors, representatives, advertising, promotion, and fulfillment agencies, and legal advisors, and all others associated with the development and execution of the Sweepstakes, from any and all losses, damages, rights, claims and actions of any kind arising out of or relating to the Sweepstakes, participation in the Sweepstakes (including but not limited to the content submitted by entrant), the prize, and/or acceptance, possession, use or misuse of the prize, including but not limited to statutory and common law claims for misappropriation or participant's right of publicity. Sweepstakes Sponsor reserves the right to edit, modify, or cancel the Sweepstakes in its discretion.

6. WINNERS' LIST: To obtain the name of the Sweepstakes winners after the Sweepstakes End Date, send an e-mail with "Summer Vacation Upgrade" in the subject line to marketingcommunications.contest@asurion.com. Request for winners' list must be received no later than 90 days from the Sweepstakes End Date.

7. ARBITRATION AND CLASS ACTION WAIVER: Please read these provisions (the "Arbitration Agreement") carefully. It affects your rights. In the unlikely event we cannot resolve any dispute related to this Sweepstakes that you or we may have, YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE: (1) TO WAIVE OUR RIGHTS TO A TRIAL BY JURY, AND (2) NOT TO PARTICIPATE IN ANY CLASS ARBITRATIONS AND CLASS ACTIONS. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury. It has more limited discovery than in court and is subject to limited review by courts. Arbitrators can award the same damages and relief that a court can award.

References to "we" and "us" include the Sweepstakes Sponsor and its respective parents, subsidiaries, affiliates, agents, employees, successors and assigns. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement shall survive the termination of the Sweepstakes.

This Arbitration Agreement is intended to be interpreted broadly, and it includes any dispute: (1) arising out of or relating in any way to this Sweepstakes or to the relationship between you and us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise; (2) that arose either before this Arbitration Agreement was entered into by you and us or that arises afterward, or after the Sweepstakes End Date ; and (3) that currently is the subject of a purported class action litigation in which you are not a member of a certified class. Notwithstanding the foregoing, this Arbitration Agreement does not preclude you from bringing an individual action in small claims court or from informing any federal, state or local agencies or entities of your dispute. Such agencies or entities may be able to seek relief on your behalf.

If you or we intend to seek arbitration you and we must first send to the other a written Notice of Claim ("Notice") by certified mail. Your Notice to us should be addressed to: Legal Department, P.O. Box 110656, Nashville, TN 37222-0656. The Notice

must describe the dispute and state the specific relief sought. If you and we do not resolve the dispute within thirty (30) days of receipt of the Notice, you or we may initiate an arbitration proceeding with the American Arbitration Association ("AAA").

You can obtain the forms necessary to initiate an arbitration proceeding by visiting www.adr.org or by calling 1-800-778-7879. After we receive notice that you have commenced arbitration, we will reimburse you for payment of any filing fee to the AAA. If you are unable to pay a required filing fee, we will pay it if you send a written request by certified mail to: Legal Department, P.O. Box 110656, Nashville, TN 37222-0656. The arbitration shall be administered by the AAA in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "Arbitration Rules") in effect at the time the arbitration is initiated and as modified by this Arbitration Agreement. You can obtain a copy of the Arbitration Rules by visiting www.adr.org or by calling 1-800-778-7879.

The arbitrator appointed by the AAA to decide the dispute is bound by the terms of this Arbitration Agreement. All issues are for the arbitrator to decide, including the scope of this Arbitration Agreement, with the exception that issues relating to the enforceability of this Arbitration Agreement may be decided by a court. Unless you and we agree otherwise, any arbitration proceeding will take place in the county or parish of your domicile. If your dispute is for \$10,000 or less, you may choose to conduct the arbitration proceeding either by submitting documents to the arbitrator or by appearing before the arbitrator in person or by telephone. If your dispute is for more than \$10,000, the right to arbitration proceeding will be determined by the Arbitration Rules. We will pay all filing, administration and arbitrator fees for any arbitration initiated pursuant to this Arbitration Agreement, unless your dispute is found by the arbitrator to have been frivolous or brought for an improper purpose under Federal Rule of Civil Procedure 11(b). In that case, the payment of such fees shall be governed by the Arbitration Rules.

At the conclusion of the arbitration proceeding, the arbitrator shall issue a written decision which includes an explanation of the facts and law upon which the decision is based. If the arbitrator finds in your favor and issues a damages award that is greater than the value of the last settlement offer made by us, we will: (1) pay you the amount of the damages award or \$7,500, whichever is greater; and (2) pay your reasonable attorney's fees and the actual amount of any expenses reasonably incurred when pursuing your dispute in arbitration. You and we agree not to disclose any settlement offers to the arbitrator until after the arbitrator has issued the written decision. The arbitrator may resolve any disputes regarding attorney's fees and expenses either during the arbitration proceedings or, upon request, within 14 days of the arbitrator's written decision. While the right to the attorney's fees and expenses discussed above is in addition to any right you may have under applicable law, neither you nor your attorney may recover duplicate awards of attorney's fees and expenses. Although we may have the right under applicable law to recover attorney's fees and expenses from you if we prevail in the arbitration, we hereby waive the right to do so.

To the extent either declaratory or injunctive relief is sought in the arbitration, such relief can be awarded only to the extent necessary to provide the relief warranted by a party's individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Unless you and we agree otherwise, the arbitrator may not consolidate the dispute of another person with your or our dispute and may not preside over any form of a representative or class proceeding. If any portion of this Arbitration Agreement is found to be unenforceable, then the entirety of this Arbitration Agreement shall be null and void.

8. SWEEPSTAKES SPONSOR: Asurion Tech Repair and Solutions, LLC. 1806 W 33rd Street Suite 120 Orlando, FL 32839

9. NOTICE: The Sweepstakes Sponsor reserves the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Sweepstakes in violation of these Official Rules and/or criminal and/or civil law.

10. PRIVACY: The Contest Sponsor may request personal information from you to conduct this Sweepstakes including the following:

- **First and Last Name:** Your First and Last Name are retained so that the Contest Sponsor may contact you if you win the Sweepstakes. It will never be used to contact you about anything unrelated to the Sweepstakes unless you opt-in to receiving marketing communications.
- **Social media handle:** Your social media handle is retained so that the Contest Sponsor may contact you if you win the Sweepstakes. It will never be used to contact you about anything unrelated to the Sweepstakes.
- **Phone number:** Your phone number is retained with your name so that the Contest Sponsor may contact you if you win the Sweepstakes. It will never be used to call you about anything unrelated to the Sweepstakes.

- Home address: Your mailing address is only used to ship your prize if you win the Sweepstakes. The Contest Sponsor does not store or process this information beyond the need to mail you the products you have won.
- Email address: If you opt-in to receiving marketing communications at the time of entry then you may receive emails about sales or special offers no more than once per week. You can also opt-out of these emails within the footer of each email. We also use this email address to contact the winner of the Sweepstakes.

The personal information collected by the Contest Sponsor is used only for the purposes of conducting the Sweepstakes, contacting you if you are selected to win a prize, and sending you special offers and other marketing materials (if you opt-in to this feature at the time of entry).

The Contest Sponsor does not sell or otherwise share the information you provide to enter this Sweepstakes. This information is only used internally to compile anonymous statistics about our user base and to create a contact list for sending special offers and marketing material, if you opt-in at the time of entry.

You can choose not to include some of the information requested, but some of it is required (usually name and email address as a minimum so that we can contact the winner). There is also no obligation to enter this Sweepstakes. All data collected to conduct this Sweepstakes is protected by the same security measures and procedures as the rest of the data that the Contest Sponsor collects and processes on our website. You can find our privacy notice regarding the handling of this data here:

<https://www.asurion.com/privacy-policy>.

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