

# Asurion Tech Repair & Solutions Holiday 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.**

The Holiday Sweepstakes (the “Sweepstakes”) begins at 9:00 a.m. CST on December 1, 2021 (the “Sweepstakes Start Date”) and ends at 12:00 a.m. CST December 3, 2021 (the “Sweepstakes End Date”), (such period referred to herein as the “Sweepstakes Period”). Asurion Tech Repair & 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.

**1. HOW TO PARTICIPATE:** Individuals who are residents of the U.S. and D.C. and who are over the age of 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) Like the Sweepstakes Post on Instagram.
- 2) Comment on the post tagging a friend who always breaks their tech.

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.

**2. PRIZES:** There will be one (1) winner randomly chosen from all entries received. The winner will receive the following prize: Ipad® Mini 64GB: approximate retail value of \$499.

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. Non-U.S. residents and residents of U.S. territories 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 Tech Repair and Solutions, LLC and Asurion, LLC and their immediate family members are not eligible to participate.

**4. SELECTION OF WINNER:** Winners will be selected on December 3, 2021 and prizes will be awarded by January 3, 2022. The winner will be contacted via the social media platform s/he used to enter the Sweepstakes. It is solely entrant’s responsibility to take any steps necessary to adjust their 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 account. 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 modify or cancel the Sweepstakes for any reason.

**6. 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](http://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](http://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.

**7. WINNERS' LIST:** To obtain the name of the Sweepstakes winners after the Sweepstakes End Date, send an e-mail with "ATRS Holiday Sweepstakes" in the subject line to [communicationteam@asurion.com](mailto:communicationteam@asurion.com). Request for winners' list must be received no later than 90 days from the Sweepstakes End Date.

**8. SWEEPSTAKES SPONSOR:** Asurion Tech Repair & 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:** In order to conduct the sweepstakes, Sweepstakes Sponsor may collect the participant's personal information through one of the entry methods as described above in Section 1. Upon choosing the winners, the Sweepstake Sponsor will also collect the winners' personal information for prize fulfillment purposes. The personal information collected from the winners may include, but is not limited to, first/last name, social media handle, email address, physical address, phone number, proof of identification or ownership of account, and other identifying information. The Sweepstakes Sponsor will retain the participant's personal information for no longer than necessary to conduct the sweepstakes. Any personal information collected from the sweepstakes will not be shared with any third-party, except to conduct the sweepstakes. Personal information will not be sold to any third parties. Participants may have certain rights related to their personal information. For more information about these rights and the Sweepstakes Sponsor's general privacy practices, please visit <https://www.asurion.com/privacy-policy/>.

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