## Asurion Back-to-School Smart Watch Sweepstakes

## **OFFICIAL RULES**

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

Asurion, LLC 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. all liability associated with your participation.

The Asurion Back-to-School Smart Watch Sweepstakes (the "Sweepstakes") begins at 9:00 a.m. CST on September 9, 2021 (the "Sweepstakes Start Date") and ends at 5:00 p.m. CST September 12, 2021 (the "Sweepstakes End Date"), (such period referred to herein as the "Sweepstakes Period").

**1. HOW TO PARTICIPATE:** Individuals who are residents of the U.S. and D.C. (excluding RI and U.S. territories), 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
- 2) Follow @Asurion on Instagram
- 3) Tag @a friend on the sweepstakes post who may be interested in entering too.

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 and e-mail address in an e-mail message with "Back - to-School Smart Watch Giveaway Entry" in the subject line and send to <u>communicationteam@asurion.com</u>.

**2. PRIZES**: There will be two (2) winners randomly chosen from all entries received. Each winner will receive the following prize: Apple Watch® Series 5 (approximate retail value of \$279). Total approximate maximum retail value of all prizes: \$279 per winner and \$558 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 RI and the 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, LLC and their immediate family members are not eligible to participate.

**4. SELECTION OF WINNER:** Winners will be selected by September 17, 2021. Prizes will be awarded by October 12, 2021. Each winner will be contacted via the social media platform s/he used to enter the Sweepstakes, or via the e-mail provided in the Alternate Entry Method. It is solely entrant's responsibility to take any steps necessary to adjust their E-mail

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, Twitter, or email accounts. 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 postagedue 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 email 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. The Sweepstakes Sponsor reserves the right, in its sole discretion, to suspend, modify or cancel the Sweepstakes should any unauthorized human intervention or other causes beyond the Sweepstakes Sponsors' control corrupt or affect the administration, security, fairness or proper conduct of 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 for any reason.

**6. WINNERS' LIST:** To obtain the name of the Sweepstakes winners after the Sweepstakes End Date, send an e-mail with "Back-to-School Smart Watch Giveaway" in the subject line to communicationteam@asurion.com. Request for winners' list must be received no later than 90 days from the Sweepstakes End Date.

## 7. SWEEPSTAKES SPONSOR:

Asurion Services, LLC 648 Grassmere Park Nashville, TN 37211

**8. 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.

**9. 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/

trademarks of Asurion, LLC. Apple Watch® is the trademark of Apple Inc. Any other trademarks in these Official Rules are used for prize and identification purposes ONLY and are the properties of their respective owners. Asurion Services, LLC is not affiliated with, sponsored by, or endorsed by Apple® or any of the respective owners of the other trademarks appearing herein.