

## OFFICIAL RULES – #IndePETdenceDayContest

These are the Official Rules for the Nationwide #IndePETdenceDayContest (“Promotion”). The Contest is sponsored by Nationwide Mutual Insurance Company (“Nationwide”), One Nationwide Plaza, Columbus, Ohio 43215.

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT INCREASE THE ODDS OF WINNING.**

### **ELIGIBILITY**

The Promotion is open to legal residents of the fifty United States and the District of Columbia, except where excluded and where prohibited by law, who: (a) are 18 years of age or have reached the age of majority in their jurisdiction of residence at the time of entry, whichever is greater, and (b) are legally able to work in the United States. Excluding the state of Washington. **No purchase is necessary.**

Employees and agents of Nationwide, its affiliates, subsidiaries, advertising and promotion agencies, and any entity involved in the development, production, implementation, administration or fulfillment of the Promotion (all of the foregoing, collectively referred to as "Promotion Entities") and their immediate family members and/or those living in the same household of such persons, whether related or not, are not eligible to enter the Promotion.

The Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, or Instagram.

### **HOW TO ENTER**

The Contest begins on June 28, 2021 at 12:01am PST and ends July 2, 2021 at 11:59PM PST (“Promotion Period”).

All entrants must post a picture or video of their pet using the Nationwide Pet’s filter that includes the hashtag #IndePETdenceDayContest to be entered during the Promotion Period. The photo or video must be publicly posted on the following webpages:

- Nationwide Facebook (<https://www.facebook.com/NationwidePet/>)
- Nationwide Instagram (<https://www.instagram.com/nationwidepet>)

Limit one (1) entry during the Promotion Period. Multiple entries will not be accepted. Anyone found to have submitted multiple entries will be disqualified. Ineligible, illegible, or incomplete submissions are void and will not be considered.

**Private Facebook, or private Instagram pages and Instagram stories are ineligible. Social Fans who post a photo without the hashtag #IndePETdenceDayContest are ineligible.**

Nationwide reserves the right to exclude entries, at their discretion, for reasons including, but not limited to:

- a) violates or encourages any conduct that violates laws or regulations;

- b) contains any information or content we deem to be hateful, violent, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane or otherwise objectionable;
- c) infringes any third party’s Intellectual Property Rights, privacy rights, publicity rights or other personal or proprietary rights;
- d) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relations; or
- e) is fraudulent, false, misleading or deceptive.

Entry constitutes consent to participate in Promotions and for Nationwide to obtain, use, and transfer the entrant’s photo for Promotion administration purposes. By participating in the Contest and/or accepting any prize, Entrants grant Nationwide permission to use their name, likenesses, and image in connection with the Contest for purposes of advertising, publicity and promotion purposes, without further compensation to the entrant, unless prohibited by law.

Should the Promotion be terminated prior to the stated expiration date, notice will be posted at <https://www.facebook.com/NationwidePet>.

Once submitted, entries cannot be changed or withdrawn from the Promotion.

### **Winners**

Prize winners will be selected by a panel of judges chosen by Nationwide and winners will be announced daily during the Promotional Period. If a winner is not eligible to win, or if Nationwide is unable to contact the winner after a good faith effort, the prize will be forfeited. Each day during the Promotional Period, 1 (one) winner be selected from all eligible daily entries.

### **JUDGING CRITERIA**

The winner will be chosen by a set of judges. The judging criteria is as follows: (1) Positive emotion – 25%; (2) Quality photo – 50%; (3) Humorous picture – 25%. All ties will be broken by an alternative judge chosen by Nationwide and reserved for this specific purpose. Each day during the Promotional Period, 1 (one) winner will be selected from all eligible daily entries, by officials selected by Nationwide. All decisions by the judges will be final.

### **PRIZES**

One winner will be selected for each day of the Promotional Period. Winner will receive an Amazon.com e-gift card.

- ARV: \$100 each
- Total Retail Value: \$500

Prize winners are responsible for any expenses incurred in connection with the prizes. No substitution or transfer of prizes is permitted, except that Nationwide reserves the right to substitute a prize of equal or greater value, in the event that an offered prize is unavailable. All federal, state and local

taxes on prizes are the sole responsibility of the winner. Prize details not set forth herein are the sole discretion of Nationwide.

If requested, winners must execute and return an Affidavit of Eligibility, Liability Release and (where legal) Publicity Release within three days of notification. Failure to do so may result in disqualification, forfeiture, or award to alternate winner.

#### **RELEASE**

By receipt of any prize, winner agrees to release and hold harmless Nationwide, Facebook, Twitter, Instagram, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's shareholders, officers, directors, employees, members, assigns and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize.

#### **GENERAL RULES**

This promotion is governed by and subject to the laws of the United States and the state of Ohio without giving effect to the conflict of laws rules thereof.

All federal, state and local laws and regulations apply. Void where prohibited by law. Prize Winner may receive an IRS 1099 form for the value of their prizes. Entrants agree to be bound by the Official Rules and the decisions of the judges, which are final and binding on all matters relating to Promotions.

Nationwide, and each of its respective affiliates, subsidiaries, parent corporations, and their respective officers, directors, shareholders, employees, and agents, are not responsible for any incorrect or inaccurate entry information, theft, tampering, destruction, or unauthorized access to, or alternation of entries; printing or other errors; and any entries or mail which are late, lost, delayed, incomplete, misdirected, stolen, mutilated, illegible, postage due, or any combination of the above.

Nationwide can void the entry of any entrant who it believes has attempted to tamper with or impair Promotion administration, security, fairness, or proper play. Nationwide reserves the right to modify, suspend or terminate the Promotion if it becomes necessary due to circumstances beyond Nationwide's control. If the Promotion is terminated early, winners will be selected from all eligible entries received at the time of termination.

#### **DISPUTES/GOVERNING LAW**

Except where prohibited, as a condition of participating in Promotions, entrant agrees that any and all disputes that cannot be resolved between the parties, and all claims and causes of action arising out of or connected with the Promotion or any prize awarded, or the determination of winner shall be resolved individually, without resort to any form of class

action. Further, in any such dispute, under no circumstances will entrant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, and entrant further waives all rights to have damages multiplied or increased.

#### **PRIVACY**

By entering into this Contest, you also agree to Nationwide's use of your personal information as described in the Nationwide Privacy Policy at <http://www.petinsurance.com/privacy.aspx>. Your information will be shared for marketing purposes by the Nationwide family of companies.

#### **WINNER LIST**

For an Official Prize Winners List (available 30 days after Promotion end date) or a copy of these Official Rules, send a self-addressed, stamped envelope to: NATIONWIDE INDEPETDENCEDAY OFFICIAL RULES; c/o Marketing. P.O. Box 2488 Brea, CA 92822.

#### **ABBREVIATED RULES:**

No purchase is necessary. Contest begins on 06/28/21 at 12:01am PST and ends on 07/02/21 11:59pm PST. Contest open to legal residents of U.S. and except where prohibited by law, who are at least 18. Official Rules located at <https://www.petinsurance.com/contest-official-rules-IndePETdenceDay/>.