## The General® Auto Insurance 'TGHowWeDoIt' Sweepstakes

## **Official Rules**

NO PURCHASE, INSURANCE QUOTE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE, INSURANCE QUOTE OR PAYMENT DOES NOT IMPROVE YOUR CHANCES OF WINNING.

- 1. Eligibility. Participation is open only to all legal residents of forty-nine (49) United States of America and the District of Columbia (void in Michigan) who have reached the legal age of majority in the state of residence (at least eighteen (18) years of age) as of the date of entry. Entrants are subject to all federal, state and local laws, rules and regulations. Void outside of these forty-nine (49) United States of America and where prohibited, taxed or restricted by law. Employees, officers, directors, and insurance agents of Sponsor and its parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, any agencies involved with administering the Sweepstakes, manufacturers or distributors of Sweepstakes materials and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) are not eligible to enter.
- **2. Agreement to Official Rules**. By participating in the Sweepstakes, entrants agree to abide by these Official Rules. Any entrant who violates these Official Rules is subject to disqualification at any time at Sponsor's sole discretion.
- **3. Start/End Dates.** These Sweepstakes rules are valid throughout the Sweepstakes Period which begins at 7:00 AM Central Time ("CT") on December 6, 2021 ending at 11:59 PM CT on December 16, 2021.
- **4.** How to Enter. You must have an Instagram® account to enter. Instagram accounts can be obtained by visiting www.instagram.com and following the onscreen instructions to create a free account.

During the "Sweepstakes Period" (as defined below), Sponsor will publish one prize post after 7:00 AM CT on December 6, 2021 (the start day) of the Sweepstakes Period from the Sponsor's Instagram page (www.instagram.com/thegeneralauto) as The General® Auto Insurance 'HowWeDoIt' Sweepstakes ("Sweepstakes").

To enter the Sweepstakes, entrants must: (1) read the Official Rules; (2) follow The General® on Instagram (@thegeneralauto); (3) "Like" the Sweepstakes Entry Post found on The General's Instagram Profile; (4) using only the Instagram Reels Feature, create a video Reel showing yourself and one other person dancing to a song found within Instagram's Reel Music Library (on the Reels Tool, simply select "Audio" to find applicable music); (5) Tag @thegeneralauto and include the hashtag #TGHowWeDoIt in your video; and (6) post your video Reel to your Instagram Profile Grid by December 16, 2021, the last day of the Sweepstakes Period.

Each entrant is limited to one entry. There is no cost to enter, but if an entrant participates via a mobile device, message and data rates may apply. Sponsor is not responsible for any charges.

All entries must comply with all Instagram terms, guidelines and policies and all tags must be accurate. This Sweepstakes is no way sponsored, endorsed or administered by, or associated with Instagram. All information submitted by entrants in connection with this Sweepstakes is being submitted to Sponsor, not Instagram. In the event of any conflict between these Official Rules and the Instagram terms, guidelines or policies, these Official Rules will apply.

- **5. Random Drawing/Odds.** Winners will be selected by Sponsor in a random drawing from all eligible entries received, on or after December 17, 2021. Winners will be required to submit a valid email address to fulfill a prize. The odds of winning depend on the number of completed, eligible entries received for the drawing. Sponsor is responsible for determining the winners of the prizes in its sole discretion and reserves the right to offer additional prizing at its sole discretion, subject to these Official Rules. Decisions made by Sponsor concerning the award of prizes shall be final and binding.
- 6. Prizes. Each winner will receive a prepaid \$500 Giftogram® electronic gift card which will be downloadable and sent to the provided email address. Limit of one (1) prize per person or household. Actual prize amounts are subject to any and all activation fees, inactivity fees and the terms and conditions of the gift card issuer. Approximate retail value ("ARV") of each prize is \$500 and a total of eight prizes will be awarded. The total ARV of all prizes is \$4,000. The prizes are nontransferable at time of fulfillment. Prizes may be fulfilled by a third party. Any and all prize-related expenses, including, without limitation, any and all cardholder agreements of the gift card issuer, and federal, state, and/or local taxes, shall be the sole responsibility of winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by a winner is permitted. Sponsor is not responsible any for lost or misplaced prizes.
- 7. Notification. Potential winners will be notified by direct message to the entrants Instagram account used for the entry within three (3) business days after December 17, 2021 with additional instructions. Each winner must execute and return an affidavit of eligibility, a liability release/publicity release (except where prohibited) and any other legal documents that Sponsor may require, within five (5) calendar days of prize notification. If any winner does not respond within five (5) calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, if any winner rejects a prize, or in the event of noncompliance with these Sweepstakes rules and requirements, such prize will be forfeited and an alternate winner will be selected from all remaining eligible entries. Upon prize forfeiture, no compensation will be given.
- **8. Prohibited Content.** Entries must not violate the rights of any other party, including but not limited to intellectual property rights or rights of privacy/publicity. Entries must contain only music from the Instagram Reel Music Library and not have music from any other source. Entries may not contain, as determined by the Sponsor in its sole

discretion, any material that: a) is sexually explicit or suggestive, is violent or derogatory based upon ethnic, racial, gender, sexual orientation, religious, professional or age group; is profane, obscene or otherwise contains objectionable material; b) promotes illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), promotes any activities that may appear unsafe, dangerous, or illegal, promotes any particular political agenda or message; c) is obscene or offensive, endorses any form of hate or hate group; d) appears to duplicate any other Entry submission; e) defames, misrepresents or contains disparaging remarks about other people, products or companies; f) contains any personal identification information, such as license plate numbers, personal names, street addresses or e-mail addresses; g) contains any unauthorized third party products or trademarks or potentially infringes upon the copyright, trademark, right of publicity/privacy or other rights of a third party; h) communicates messages or images inconsistent with the positive images and/or good will to which the Sponsor wishes to associate; i) infringes the rights of any third party (living or deceased); j) violates any law; and/or k) promotes any competitor of Sponsor.

- **9. Conditions.** Any and all prize-related expenses, including, without limitation, all federal, state, and/or local taxes, are the sole responsibility of each winner. Gift cards are not redeemable for cash and will not be replaced if lost, misappropriated, or stolen. Giftogram gift cards expire 18 months from the time they are ordered. Once the Giftogram gift card is redeemed, the gift card(s) selected will be available directly from the checkout screen after completing the redemption as well as emailed to the email address provided, and are subject to any and all cardholder agreements of the gift card issuer.
- 10. Additional Terms. All entrants must have or obtain valid Instagram and email accounts. For purposes of the Sweepstakes, an entrant's Instagram account and email account will be the entrant's Instagram account and email account at the time of entry. All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Proof of submission will not be deemed to be proof of receipt by Sponsor. Any attempted form of participation in this Sweepstakes other than as in these Official Rules is void. Multiple participants are not permitted to share the same Instagram account. Any attempt by any participant to obtain more than the stated number of entries by using multiple/different Instagram accounts, identities, IP addresses, use of proxy servers, registrations and logins, or any other methods will void that participant's entries and that participant will be disqualified. Use of any programmed, robotic, automated system, third party or similar methods to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries, which will be disqualified. In the event of a dispute as to any registration, the authorized account holder of the Instagram account and email account used to register will be deemed to be the entrant. Potential winners may be required to show proof of being the authorized account holder.

Sweepstakes Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human

intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Sweepstakes, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Sweepstakes should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, Sponsor may select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Sweepstakes or web site. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

11. Limitation of Liability; Disclaimer of Warranties. ENTRANTS AND WINNERS AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, INSTAGRAM, AND/OR THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUPPLIERS, DISTRIBUTORS, ADVERTISING AND PROMOTIONAL AGENCIES, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS AND DIRECTORS (COLLECTIVELY "SWEEPSTAKES ENTITIES") FROM ANY AND ALL LIABILITY, FOR LOSS, HARM, DAMAGE, INJURY, COST OR EXPENSE WHATSOEVER INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH WHICH MAY OCCUR IN CONNECTION WITH OR PARTICIPATION IN SWEEPSTAKES, OR POSSESSION, ACCEPTANCE AND/OR USE OR MISUSE OF PRIZE OR PARTICIPATION IN ANY SWEEPSTAKES-RELATED ACTIVITY AND FOR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY AND MERCHANDISE DELIVERY. ENTRANTS AGREE THAT THE SWEEPSTAKES ENTITIES ARE NOT RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICE, PRIZE AND/OR THE SWEEPSTAKES, AND DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE SWEEPSTAKES. IN NO EVENT

SHALL THE SWEEPSTAKES ENTITIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE VALUE OF WINNER'S PRIZE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AS PERMITTED BY LAW. THE SWEEPSTAKES ENTITIES ARE NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL OR OTHER ERROR IN THE PRINTING OF THE OFFER OR ADMINISTRATION OF THE SWEEPSTAKES OR THESE OFFICIAL TERMS AND CONDITIONS OR IN THE ANNOUNCEMENT OF ANY PRIZE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE SWEEPSTAKES ENTITIES SHALL NOT BE LIABLE FOR ANY INABILITY ON THE PART OF THE WINNER OF A PRIZE DUE TO WEATHER CONDITIONS, FIRE, NATURAL DISASTER, INDUSTRIAL OR LABOR DISPUTE, WAR, TERRORIST ACTIVITY, HOSTILITIES, POLITICAL UNREST, RIOTS, CIVIL COMMOTION, OR ANY OTHER CIRCUMSTANCES BEYOND THE CONTROL OF THE SWEEPSTAKES ENTITIES.

12. Disputes; Governing Law. The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Sweepstakes. Any controversy or claim arising out of or relating to these Official Rules and/or the Sweepstakes shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of Tennessee, City of Nashville.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF TENNESSEE WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Sweepstakes, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the County of Davidson in the State of Tennessee. The parties agree not to raise the defense of forum non conveniens.

13. Publicity. Participation in the Sweepstakes and acceptance of a Prize constitutes each winner's permission for Sponsor and/or the Sponsor's designee, the perpetual right to use his/her/their name, address (city and state), biographical information, photograph, picture, portrait, likeness, voice, video, content of entry, and/or statements regarding the Sweepstakes and/or Sponsor for promotional, trade, commercial, advertising and

publicity purposes, at any time or times, in all media now known or hereafter discovered, including, but not limited to, live television, worldwide, on the World Wide Web and Internet, without notice, review or approval and without additional compensation, and without any further permission from any third party, except where prohibited by law. Each Winner's name may be included in a publicly available winners list.

- **14. Use of Personal Information.** Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review Sponsor's privacy policy at <a href="https://www.thegeneral.com/legal/privacy-policy/">https://www.thegeneral.com/legal/privacy-policy/</a>. By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personal information in connection with the administration of the Sweepstakes and acknowledge that they have read and accepted Sponsor's privacy policy.
- **15. Winners' Names.** To obtain the winners' names, send a self-addressed, stamped envelope after December 27, 2021 but before January 15, 2022 to: Winners List TGHowWeDoIt Sweepstakes, ATTN: Digital Marketing Department, 2636 Elm Hill Pike, Nashville, Tennessee 37214. Residents of the State of Vermont may omit return postage.
- **16. Sponsor.** The General® Automobile Insurance Services, Inc., a California corporation, 2636 Elm Hill Pike, Nashville, Tennessee 37214 ("Sponsor").