## The General® \$50k Giveaway - Sweepstakes Official Rules

## NO PURCHASE OR PAYMENT NECESSARY TO ENTER, WIN OR CLAIM THE PRIZE. A PURCHASE OR PAYMENT DOES NOT INCREASE YOUR CHANCE OF WINNING.

- 1. Eligibility: The General® \$50k Giveaway Sweepstakes (the "Sweepstakes") is open only to legal residents of the United States ("US"), who are at least twenty-one (21) years of age at the time of entry and are residents of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Minnesota, Missouri, Mississippi, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming or the District of Columbia. Void in Guam, Hawaii, Massachusetts, Michigan, New Jersey, Puerto Rico, US Virgin Islands, or any other location outside the continental US, and wherever prohibited or restricted by law. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Employees of Sponsor, its respective parent companies, subsidiaries, affiliates, advertising and promotion agencies, as well as their immediate family (spouse, parents, sibling and children) and persons living in the same household of each, are not eligible to enter or win. All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. For purposes of the Sweepstakes, an entrant's residential address and email address will be the entrant's physical address and email address at the time of entry. Entrants will not be allowed to change their physical address or email address.
- **2. Agreement to Official Rules:** Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions and interpretations, which are final and binding in all matters related to the Sweepstakes. Winning the prize is contingent upon fulfilling all requirements set forth herein.
- **3. Sponsor:** The General Automobile Insurance Services, Inc., a California corporation, 2636 Elm Hill Pike, Nashville, Tennessee 37214.
- **4. Sweepstakes Timing:** The Sweepstakes begins on July 16, 2018 at 12:00 PM Central Time ("CT") and ends on August 26, 2018 at 11:59.59 PM CT (the "Sweepstakes Period"). Sponsor's computer is the official time keeping device for this Sweepstakes.
- **5. How to Enter the Sweepstakes:** During the Sweepstakes Period, an eligible entrant may visit www.thegeneral.com/win (the "Website Entry Page") and follow the on-screen instructions to complete the registration process, which will require you to: (i) download the free The General® Mobile App; (ii) provide your first name and complete last name (no initials), preferred contact method (email address or phone number), state of residence, and whether you are an existing customer of Sponsor; and (iii) agree to be legally bound by the terms and conditions of these Official Rules and Sponsor's Privacy Policy and Terms and Conditions on Sponsor's website. All information provided must be complete and true. Upon successful submission of the completed registration you will receive one (1) entry into the Sweepstakes. Registration is free, but you must have a mobile phone or other wireless or electronic device that supports the General® mobile app, as well as the Facebook®, Twitter®, or Instagram® applications if you wish to participate in the bonus entries for following Sponsor on social media. Normal internet access and data usage charges imposed by your carrier or online service will apply.

**Entry by Mailing In**: You may enter by mail by printing your full name, complete address (including zip code), and daytime phone number on a 4" x 6" card and mailing it, postage prepaid, to: The General®

\$50k Giveaway Sweepstakes, ATTN: Digital Marketing Department, 2636 Elm Hill Pike, Nashville, Tennessee 37214. Upon timely receipt of such card, you will be awarded one (1) entry into the drawing. Limit one (1) mail-in entry per person. Participants entering via mail-in are not eligible for the bonus entries (for following Sponsor on social media).

**Bonus Entries for following us on Social Media**: You will be awarded one (1) additional entry for the Sweepstakes drawing by following or liking us on each of the social media sites listed below during the Sweepstakes Period. Limit three (3) bonus entries per person. Multiple entrants are not permitted to use the same email address.

**Facebook®:** If you are a Facebook® user and are logged onto both the Website Entry Page and Facebook®, while on the Entry Page, you may click the button that says "Like us on Facebook" to receive an extra entry. If you do not have a Facebook® account, visit www.facebook.com and register in accordance with the enrollment instructions for a free Facebook® account.

**Twitter**<sup>®</sup>: If you are a Twitter<sup>®</sup> user and are logged onto both the Website Entry Page and Twitter<sup>®</sup>, while on the Entry Page, you may click the button that says "Follow us on Twitter" to receive an extra entry. If you do not have a Twitter<sup>®</sup> account, visit www.twitter.com and register in accordance with the enrollment instructions for a free Twitter<sup>®</sup> account.

**Instagram®:** If you are an Instagram® user and are logged onto both the Website Entry Page and Instagram®, while on the Entry Page, you may click the button that says "Follow us on Instagram "to receive an extra entry. If you do not have an Instagram® account, visit www.Instagram.com and register in accordance with the enrollment instructions for a free Instagram® account.

This Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Facebook®, Twitter® or Instagram®. Facebook®, Twitter® or Instagram® are completely released of all liability by each entrant in this Sweepstakes. Any questions, comments or complaints regarding the Sweepstakes must be directed to the Sponsor and not Facebook®, Twitter® or Instagram®.

Limit: Four (4) entries per person during the Sweepstakes Period by all methods. 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 email address. Any attempt by any participant to obtain more than the stated number of entries by using multiple/different email addresses, phone numbers, addresses, 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, automated system, third party or like methods to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder. Mail-in entries must be received no later than three (3) days following the last eligible postmark date for the applicable time period. Sponsor takes no responsibility for any lost, stolen, delayed, damaged, misdirected, late or destroyed mail-in entries.

**6. Winner Selection:** Sponsor will randomly select one (1) potential winner for the prize from among all eligible entries received during the Sweepstakes Period on Monday, September 10, 2018.

POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION OF THE ENTRANTS' ELIGIBILITY AND COMPLIANCE WITH THESE OFFICIAL RULES AS DETERMINED BY SPONSOR IN ITS SOLE AND ABSOLUTE DISCRETION. ALL DECISIONS BY SPONSOR ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES.

## 7. Prize, Approximate Retail Value ("ARV"), and Odds of Winning:

**Prize and ARV:** The prize is a \$50,000 check. ARV is \$50,000 USD. All federal, state, and local taxes on the ARV are the responsibility of the winner, and may be subject to applicable withholding.

**Odds of Winning:** The odds of winning the prize depends on the number of eligible Sweepstakes entries received during the Sweepstakes Period.

8. Verification of Potential Winners: Each potential winner will be contacted via email, or at Sponsor's discretion, via telephone or US mail using the registration information provided at the time of entry after the random drawing. Before being the prize winner, the potential winner will be required to execute an Affidavit of Eligibility/Liability & Publicity Release (except where prohibited) and Tax Acknowledgement ("Affidavit") in order to claim the prize. A potential winner must return a fully executed and notarized Affidavit to the Sponsor within ten (10) calendar days from the date it is postmarked as being sent to the potential prize winner. If the potential prize winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept the prize, or, in the event that the potential winner fails to return an executed and notarized Affidavit within the ten (10) calendar day deadline, the prize may be forfeited, and in the Sponsor's sole discretion, the forfeited prize may be awarded to an alternate prize winner, selected in a random drawing from among all remaining eligible Sweepstakes entries, as determined by Sponsor in its sole discretion.

Sponsor will attempt to notify the potential winner as set forth above, but Sponsor is not responsible for any undelivered emails or mailings. The prize will only be awarded to a verified winner.

THE PRIZE WINNER WILL BE ISSUED A FORM 1099 FOR TAX PURPOSES IN THE AMOUNT OF THE ARV OF THE PRIZE AND MUST SUBMIT HIS OR HER SOCIAL SECURITY NUMBER OR TAXPAYER ID NUMBER, AS REQUIRED BY LAW. ALL FEDERAL, STATE AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF THE PRIZE, AND PAYMENT OF ANY REQUIRED WITHHOLDING, ARE SOLELY THE RESPONSIBILITY OF THE PRIZE WINNER.

9. General Conditions and Release: By entering, each entrant agrees to comply with and be bound by these Official Rules, including entry requirements, and the decisions of Sponsor, and each entrant agrees to release, indemnify, and hold harmless Sponsor, its respective parent companies, subsidiaries, affiliates, advertising and promotional agencies (collectively, "Sweepstakes Parties") and each of their respective officers, directors, stockholders, employees, representatives, and Facebook®, Twitter®, and Instagram® ("Released Parties") from and against any and all claims, expenses, and liability, including, but not limited to, negligence and damages of any kind to persons and property, including, but not limited to, invasion of privacy (under misappropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance or use or misuse of the prize and/or the broadcast, exploitation or use of entry; and indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or

relating to an entrant's participation in the Sweepstakes and/or entrant's acceptance, use or misuse of the prize.

Without limiting the foregoing, everything regarding this Sweepstakes, including the prize, is 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.

- **10. Publicity:** By participating in the Sweepstakes and/or accepting the prize, each entrant agrees to allow the Sponsor and/or the Sponsor's designee, the perpetual right to use his/her name, address (city and state), biographical information, photos, picture, portrait, likeness, voice, 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, except where prohibited by law.
- 11. Other Conditions: If, for any reason, more than the stated number of notifications are sent (or more claims are received), Sponsor reserves the right to award the one (1) prize through a random drawing from among all eligible prize claims received. The right to receive the prize is non-assignable, non-transferable and no prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of the prize or force majeure, at Sponsor's sole and absolute discretion. All other costs and expenses not expressly set forth herein shall be solely the prize winner's responsibility. Sponsor shall not be held responsible for any delays in awarding the prize for any reason. If, after a good-faith attempt, Sponsor is unable to award or deliver the prize, the prize may not be re-awarded.

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules. If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any promotional materials (including, but not limited to, point of sale, internet, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

12. Limitations of Liability: By participating in this Sweepstakes, entrants agree that the Sweepstakes Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (b) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Sweepstakes; (d) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in

the Sweepstakes or receipt or use or misuse of any prize. Further, Sponsor is not responsible for any unanswered or undeliverable winner notifications.

- 13. Disputes: Except where prohibited, entrants agree that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the US District Court for the Middle District of Tennessee or the appropriate Tennessee State Court located in Davidson County, Tennessee; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (c) under no circumstances will entrants be permitted to obtain awards for, and entrants hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. These Official Rules and all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Tennessee, without giving effect to any choice of law or conflict of law rules (whether of the State of Tennessee or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Tennessee.
- **14. Entrant Information:** Information collected from any entrant is subject to Sponsor's Privacy Policy which is available at www.thegeneral.com. By entering the Sweepstakes, you expressly agree to the terms of the Privacy Statement. When entering the Sweepstakes you will be asked whether or not you wish to opt in to receive promotional emails from Sponsor, and/or its related companies. If you choose to opt in, you may opt out of these email lists at any time by following the opt out instructions in the email.
- **15. Winner List:** Winner List requests will only be accepted after the Sweepstakes end date (listed above) and no later than October 5, 2018. For a Winners List, mail in your request to Winners List The General® \$50k Giveaway Sweepstakes, ATTN: Digital Marketing Department, 2636 Elm Hill Pike, Nashville, Tennessee 37214.