

Contest Rules

Ovation Insurance presents the "12 Days of Christmas Give-Away) contest official rules (the "Rules")

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. (see Rule 6 for details). INTERNET ACCESS REQUIRED.

This contest (the "Contest") is open to Indiana and Ohio residents only, and is governed by the laws of each state. Participants must be legal residents of Indiana or Ohio who are 18 years of age or older to participate or win. By participating, you ("entrant" or "you") agree to abide by and be bound by these Official Rules and the decisions of Ovation, which are final and binding in all respects and not subject to appeal. Online Contest only. Not valid for in-store purchases. No purchase necessary to enter or win. Void where prohibited.

1. SPONSOR/ADMINISTRATOR

The Contest is sponsored and administered by Ovation Insurance (the "Contest Sponsor").

Prize suppliers are not Sponsors or Co-Sponsors of this Contest.

2. THE PRIZES

There is a maximum of twelve (12) prizes in total to be awarded. Only one will be awarded each business day over the course of the contest. The prizes may not be exchanged for cash, are non-transferable, non-refundable and non-saleable.

3. THE CONTEST PERIOD

The Contest period begins on December 2nd, 2021 at 12:01am EST and ends on December 23rd, 2021 at 12 midnight EST, or can be ended at any time by Ovation Insurance without notice. The contest period for each individual draw lasts the 24-hour duration for each business day (Monday-Friday) between the contest start and end dates listed above, from midnight to midnight. Any submissions received on a Saturday or Sunday over the course of the campaign will apply to the following Monday's draw.

4. ELIGIBILITY

The Contest is open to legal residents of Indiana and Ohio, 18 years of age or older. You are not eligible to enter this Contest if you are, or you live with, an employee of the Contest Sponsor, or Administrator, or their respective divisions, subsidiaries, affiliates, franchisees, representatives agents, advertising and promotion agencies, prize suppliers or judges (collectively, the "Contest Parties"), or members of the immediate families (defined as spouse, parent, child, sibling, grandparent, regardless of where they live) of persons domiciled with (whether related or not), any of the above. The Contest is subject to all applicable federal, provincial, and local laws. All online entries must be received by the date and time indicated in Rule 3.

5. HOW TO ENTER

Online contest only. Not available in-store. No purchase necessary to enter or win. Void and where prohibited. Proceed as follows:

During the Contest Period, visit <https://www.ovationinsure.com/christmas> (the "Website") and select your desired gifts (Prizes); enter your first name, last name, email address, check off the checkbox consenting to email you from the form. Once you have completed the above, click "complete" to submit your entry (the "Entry") into the Contest. Following this like the Ovation Insurance Facebook Page at <https://www.facebook.com/ovationinsurance/> Limit one (1) entry per day per person. Only one (1) email address or social media account may be used by any person to participate in the Contest. Maximum number of prizes selected is 12.

You may request an insurance quote from Ovation Insurance for an additional five (5) entries into the contest for each item. To be eligible, the information necessary to provide an accurate insurance proposal (full names, addresses, birthdates, drivers license numbers, current policy declarations, Vehicle Identification Numbers (VINs), etc must be provided by 12:01 AM on December 8th, 2021. If information is inaccurate, partial, or not submitted in full, you will be ineligible for the additional entries.

Entrant must not create false identities, or impersonate any person or entity, or falsely state or otherwise misrepresent an affiliation with any person or entity. For purposes of these Official Rules, "Receipt" of an entry occurs when Sponsor's email database records the entry information set out in the online form. The Sponsor's database must include the date of express consent resulting from the information you provided. Any automated computer receipt (such as one confirming delivery of email) does not constitute proof of actual receipt by Sponsor for purposes of these Official Rules. Sponsor does not guarantee the receipt of any entry. The Sponsor's computer is the official timekeeping device for this Contest. Sponsor reserves the right to disqualify for any reason, in its sole and absolute discretion. Entrant may unsubscribe at any time.

Winners will be drawn randomly from all eligible entries received by date and time indicated in Rule 3. Internet access is required for this contest. If you do not have Internet access via a personal computer, your local library or Internet café may be able to provide access to the Internet and a number of Internet service providers and other companies offer free e-mail accounts.

6. DRAWS

On each full contest day, there will be a random draw, at approximately 11 am (Eastern), to select a maximum of one (1) eligible entrant to be the potential winners of the prize for that day. The draw will occur at 6058 E State Blvd, Fort Wayne, IN 46815 with servers under supervision of the Sponsor. The odds of winning will be determined by the number of entrants that day.

7. HOW TO CLAIM A PRIZE

For each draw, the Sponsor, or its designated representatives, will contact the selected entrant via email. The selected entrant must respond within two (2) business days of being so contacted, by sending an email to Ovation Insurance with their phone number. The Sponsor, or its designated representatives, will then contact the selected entrant via phone within three (3) business days, and will administer, at a mutually convenient time (no later than 15 business days following the first contact) for pickup of the Prize from the Ovation Insurance location at the discretion of the Sponsor.

To be declared a winner, a selected entrant must first (a) sign and return (within the time specified) a declaration and release form satisfactory to the Sponsor (the "Release"). and return to the Sponsor's designated agent by fax or email within five (5) business days of receipt of the Release; (b) present valid government issued proof of identification corresponding with the account used for the submission; and (c) otherwise comply with these Rules. They must also like and share the Facebook post declaring them the winner on their personal Facebook page.

If any selected contestant is ineligible, or cannot be reached within the times specified, or return the completed declaration and release form within the times specified, the selected entrant can be disqualified at the digression of the sponsor and an alternate entrant will be selected in accordance with the process set out above, until there is a winner or there are no more entries.

The winner, by acceptance of the Prize, grants to Sponsor, the other Contest Entities, and each of their respective designees the absolute right and license to use, publish, post, and/or display his/her name, address (city and province of residence), photograph, voice, likeness, and/or other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Contest Entities' sole discretion) in any and all media now known or hereafter devised, throughout the United States, in perpetuity, without additional compensation or consideration, notification or permission, unless prohibited by law.

8. ADDITIONAL CONDITIONS OF PARTICIPATION:

The Contest Sponsor reserves the right, in its sole discretion, to reschedule any prize draw. The Contest Sponsor is not responsible for late, lost, damaged, misdirected, mutilated, garbled, illegible or incomplete No Purchase Requests or entries. Proof of transmission (e.g. screenshots) does not constitute proof of receipt. No responsibility is assumed by the Contest Parties for any inability of a potential entrant to successfully enter the Contest for any reason, or for prizes that remain unclaimed or unawarded. In the event that there are no eligible entries received on any calendar day during the Contest Period, no draw for any prize will be conducted and no Daily Prizes will be awarded for that calendar day. The draws will be conducted only to the extent possible to select up to the maximum potential winners under these Rules.

9. By entering, entrants (i) acknowledge compliance with these Rules including all eligibility requirements and, (ii) agree to be bound by the decisions of the Contest Sponsor, made in its sole discretion, which shall be final and binding in all matters relating to this Contest, without right of appeal, including without limitation eligibility, validity, contents, and/or disqualification of an entry. Entrants who have not complied with these Rules are subject to disqualification.
10. Any attempt by an entrant or other individual, to deliberately damage any website or undermine the legitimate operation of this Contest, including but not limited to any fraudulent claims, is a violation of criminal and civil laws. Should such an attempt be made, the Contest Sponsor reserves the right to seek remedies and damages from any such individual, to the fullest extent permitted by law, including criminal prosecution. Participants engaging in any of these activities may be disqualified and will forfeit any prize won.

11. All entries become the property of the Contest Sponsor and will not be returned. Entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be disqualified.
12. If a dispute arises regarding who submitted any entry, the entry will be deemed to be submitted by the authorized account holder of the email address provided at time of entry. Authorized account holder is defined as the natural person who is assigned to an email address or phone number by an Internet access or online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address, or wireless carrier.
13. Entrants and/or winners assume liability for injuries caused, or claimed to be caused by participating in the Contest, by the acceptance, possession, use or misuse of any prize awarded, including but not limited to claims/damages for personal injury, or property damage. Moreover, as a condition of entering, entrants agree: (a) to release the Contest Parties, and each of their officers, directors, employees and agents, from any and all liability, loss or damage incurred with respect to participating in the Contest or the awarding, receipt, possession, and/or use or misuse of any prize, (b) that under no circumstances will entrant be permitted to obtain awards for punitive, incidental, consequential, or any other damages and entrant hereby waives all rights to claim for all such damages; (c) all causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, excluding legal fees and court costs. This exclusion or limitation of liability will not apply to the extent that any applicable statute prohibits such exclusion or limitation of liability.
14. The Contest Sponsor may, at its sole discretion and without liability, terminate the Contest in whole or in part, or modify or suspend the Contest at any time, if fraud, technical failures including any network server or hardware failure, viruses, bugs, errors in programming, or communications or any other errors or other causes corrupt the administration, integrity or security of the Contest or if any other factor interferes with the conduct of this Contest as contemplated by these Rules. The Contest Sponsor may do so, without notice, except as required by law. If required, if for any reason more entrants receive notification of eligibility to win a prize than the number of prizes stated herein, the Contest Sponsor reserves the right, in its sole discretion, to terminate the Contest in whole or in part, or amend or suspend it and award only the number of prizes stated in these Rules via a random drawing for the prizes not yet distributed at the time the Contest is terminated, suspended or amended. In the event of early termination of the Contest, a notice will be posted online and a random drawing to award the prize(s) will be conducted from among all eligible entries received prior to the time of termination. In no event will the number of prizes awarded exceed the available number of prizes as specified in these Rules. In the event that any draws are stopped, interfered with or not conducted for any reason during the Contest Period, the Contest Sponsor reserves the right, in its sole discretion, to resume conducting draws as soon as reasonably possible after any interference or cessation of such draws, or at the end of the Contest Period. In the event the Sponsor is prevented from continuing with the Contest by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal or provincial or local government law, order, or regulation, order of any court or

jurisdiction, or other cause not reasonably within its control (each a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Contest. The Sponsor reserves the right to modify, suspend or terminate the Contest without notice or by posting a notice on website, in its sole and absolute discretion, if it is determined that the Sweepstakes is technically impaired or corrupted or fraud or technical problems, failures or malfunctions or any Force Majeure event(s) has destroyed or severely undermined or impaired the integrity and/or feasibility of the Sweepstakes.

15. The Contest Parties do not make any warranties or conditions that access to the Contest Website will be uninterrupted or error-free. The Contest Parties are not responsible for any problems that may arise, including but not limited to; (a) lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, websites, or other connection, availability or accessibility problems arising in connection with or over the course of the Contest; or (b) communications failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions or hardware or software malfunctions, failures or difficulties; or (c) failure of personal computers and/or software and hardware configurations, any technical malfunctions, failures, or difficulties, printing errors, clerical, typographical or other error in the offering or announcement of any prize or in any prize notification documents; or (d) for any other errors of any kind relating to or in connection with the Contest, whether human, mechanical, clerical, electronic, or technical in nature; or (e) the incorrect or inaccurate capture of information, or the failure to capture any information in connection with the Contest; or (f) damage to a user's system occasioned by participation in this Contest or downloading any information necessary to participate in this Contest.

16. DISPUTES:

(a) In the event of any discrepancy or inconsistency between the terms and conditions of these English Contest Rules and disclosures or other statements contained in any Contest-related material and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by law.

(b) In the event of a conflict between any Contest details contained in these Rules and any Contest details contained in Contest advertising materials (including, but not limited to, online, point of sale, television, and print advertising, promotional packaging, and other promotion media), the details of the Contest as set forth in these Rules shall prevail.