

Trucker Focus Find the Flagpole Sweepstakes Official Rules, Terms, & Conditions

SPONSOR

Acuity, A Mutual Insurance Company, 2800 S. Taylor Dr., Sheboygan, WI 53081.

NO PURCHASE NECESSARY

NO PURCHASE, PAYMENT, QUOTE, OR FEE IS NECESSARY TO ENTER. A PURCHASE, PAYMENT, OR QUOTE WILL NOT INCREASE YOUR ODDS OF WINNING.

ELIGIBILITY

To enter, a Contestant must be 18 years or older at the time of entry and a legal resident of the United States of America. Void wherever prohibited by law. Participation constitutes the entrant's full and unconditional agreement to these Official Rules, Terms, & Conditions.

Employees, officers, and directors (including immediate family members) of Acuity, A Mutual Insurance Company are not eligible to participate. The term "immediate family member" includes spouses, grandparents, parents, siblings, children, and grandchildren.

ADMINISTRATOR

This Sweepstakes is administered by Acuity, A Mutual Insurance Company. The Administrator is responsible for the collection, submission, and processing of entries and the overall administration and execution of the Sweepstakes. Entrants should look solely to the Administrator with any problems related to the Sweepstakes. To contact the Administrator, please email your questions or comments to flagcontest@acuity.com. You understand you are providing your information to Acuity, A Mutual Insurance Company.

TO ENTER

Method #1

To enter, find the flag hidden in an issue of *Trucker Focus*, then send an email with its location to flagcontest@acuity.com. All entries must be submitted by the end date listed in the issue. Limit one entry per person.

Method #2

Send a letter to Acuity, A Mutual Insurance Company, c/o Communications - Trucker Focus Find the Flagpole Sweepstakes, 2800 S. Taylor Dr., Sheboygan, WI 53081, and include your name, age, mailing address, email address, and daytime phone number. Limit one entry per person.

Neither the Sponsor nor the Administrator are responsible for lost, late, incomplete, garbled, illegible, or misdirected entries, or for any human, technical, or other error that occurs or may occur in the processing of entries as more fully described herein. All entries become the exclusive property of the Sponsor.

SWEEPSTAKES ENTRY PERIOD

Each *Trucker Focus* issue lists the entry period for a prize of \$100 that will be paid via check. The winner will be announced in the following issue of *Trucker Focus*.

HOW THE WINNER IS SELECTED

One winner will be chosen randomly from the list of entries. There will be (1) one winner total for each Sweepstakes Entry Period.

The Sponsor will contact the winner for each Sweepstakes Entry Period through email. Neglecting to respond to the Sponsor's email within five (5) business days of email receipt shall result in disqualification. In case of disqualification, a new winner shall be picked randomly.

The Winner may be required to sign and return a signed Declaration of Compliance/Liability/Publicity Release within five (5) business days of issuance, or the prize will be forfeited. Neglecting to provide the signed Declaration of Compliance/Liability/Publicity Release to the Sponsor within five (5) business days of receipt shall result in disqualification. In case of disqualification, a new winner shall be picked randomly. By submitting your name, you grant the Sponsor permission to post your name on the Internet for public viewing and use in promotional materials including but not limited to print, online, email database, or in-store display. The decisions of the Sponsor are final and binding on all matters relating to this Sweepstakes.

PRIZES

One (1) prize per Sweepstakes Entry Period, a \$100.00 check, will be awarded for each period. The actual retail value (ARV) of each prize is \$100.00.

Except where prohibited, a potential winner may be required to complete and return an affidavit of eligibility, including proof of age, and liability/publicity release within 14 days. If a potential winner fails to return these documents on time, an alternate potential winner may be selected in his or her place.

To the maximum extent permissible by law, all winners are responsible for paying any taxes and any other costs and expenses not listed above, including but not limited to

customs fees if applicable. A winner must complete, sign, and return an IRS W-9 form before the award of any prize, and/or any applicable tax forms for awarding the prize in the winner(s) jurisdiction(s). Any prize details not specified above will be determined by the Sponsor, in its sole discretion. A prize may not be transferred and must be accepted as awarded. A winner may not request cash or a substitute prize; however, the Sponsor reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason, as determined by the Sponsor, in its sole discretion.

For a list of winners, please send an email to: flagcontest@acuity.com. The list of winners will be available after winner confirmation is complete.

ODDS OF WINNING

The odds of winning will depend on the total number of eligible entries received.

SWEEPSTAKES ADMINISTRATION

The Sponsor reserves the right to amend the Official Rules at any time in its sole discretion due to the amendment or adoption of new or existing laws or regulations regarding the administration, operation, or any other aspect of the Sweepstakes in any jurisdiction. Please check the Official Rules for any changes or modifications. The Sponsor, Acuity, A Mutual Insurance Company, and their respective employees, agents, and representatives are not responsible for incorrect or inaccurate transcription or loss or delay of entry or prize reply information, or for any technical or human errors associated with the Sweepstakes.

By entering and participating in the Sweepstakes, you agree: (i) to abide by and be bound to the Official Rules and decisions of Sponsor and Administrator; (ii) Sponsor and Administrator reserve the right, in their sole discretion, to disqualify and/or deem ineligible any individual suspected to be in violation of, or to have failed to agree to, these Official Rules, Privacy Policy, Terms of Use, or to be acting in a disruptive or dishonest manner; and (iii) Sponsor reserves the right to cancel or modify the Sweepstakes if fraud or any other factor impairs the integrity of the Sweepstakes as determined by Sponsor, in its sole discretion. If, in Sponsor's or Administrator's opinion, there is any suspected or actual evidence of tampering with any portion of the Sweepstakes, or if the integrity of the Sweepstakes is otherwise compromised, the Sponsor reserves the right, in its sole discretion, to void any submissions at issue (including disqualification of any individual who tampers with the submission process), and to cancel, terminate, modify, or suspend the Sweepstakes, in whole or in part, at any time without notice.

In the event of such cancellation, the Sponsor reserves the right to award the prize in a random drawing from all eligible submissions received before cancellation.

You agree that the submission of an entry in the Sweepstakes constitutes agreement to these rules. You may not submit an entry to the Sweepstakes and are not eligible to receive the prizes described in the Official Rules unless you agree to the Official Rules.

These Official Rules form a binding legal agreement between you and the Sweepstakes Sponsor with respect to the Sweepstakes.

DISCLAIMER

The Sponsor, the Administrator, and any agents acting for or on their behalf are not responsible for the error, omission, interruption, deletion, defect, delay in operations, or transmission, theft, or destruction, or unauthorized access to or alterations of entry materials, or for technical, network, telephone, computer, hardware, or software malfunctions of any kind, or inaccurate transmission of, or failure to receive entry information on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof, or the incorrect or inaccurate capture of entry information or the failure to capture any such information. Sponsor and Administrator are also not responsible for any injury or damage to the entrant's or any other person's computer related to or resulting from participating or downloading any materials in the Sweepstakes or for any electronic mail that is late, lost, misdirected, damaged, incomplete, or illegible. If the Sweepstakes becomes technically corrupted or compromised due to any of the foregoing factors or non-authorized human intervention, the Sponsor reserves the right, in their sole discretion, to terminate the Sweepstakes in its entirety or to select a potential Winner from all eligible submissions received before termination. Notwithstanding anything to the contrary contained herein, Sponsor reserves the right to cancel, terminate, or modify any promotion not capable of completion as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, force majeure, or technical failures of any sort.

LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT YOU SHALL HAVE NO RIGHT TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, ADVERTISING, PROMOTION, DISTRIBUTION, OR EXPLOITATION OF THE SWEEPSTAKES OR SPONSOR. IN NO EVENT WILL FACEBOOK, SPONSOR, ADMINISTRATOR, OR THEIR PARENTS, AFFILIATES, SUBSIDIARIES, AND RELATED COMPANIES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "RELEASEES") BE RESPONSIBLE FOR ANY CLAIMS, ACTIONS, DEMANDS, LOSSES, LIABILITIES, DAMAGES, COSTS, AND EXPENSES (INCLUDING ATTORNEYS' FEES) OF ANY KIND, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE, ARISING OUT OF YOUR PARTICIPATION IN THE SWEEPSTAKES, THE ACCEPTANCE, POSSESSION, USE, MISUSE, LOSS, OR MISDIRECTION OF THE PRIZE, PARTICIPATION IN ANY SWEEPSTAKES RELATED ACTIVITIES, OR ACCESS TO AND USE OF ANY INTERNET SITE, AND YOU AGREE TO RELEASE, DEFEND, INDEMNIFY, DISCHARGE, AND HOLD HARMLESS THE RELEASEES FROM ANY SUCH CLAIMS, ACTIONS, DEMANDS, LOSSES, LIABILITIES, DAMAGES, COSTS, AND EXPENSES, INCLUDING, WITHOUT LIMITATION FROM ANY DAMAGE, INJURY, DEATH, LOSS, OR OTHER LIABILITY, EITHER AT LAW OR EQUITY, WHETHER KNOWN OR UNKNOWN, ASSERTED OR NOT ASSERTED, THAT MAY ARISE FROM OR IN ANY WAY RELATE TO YOUR PARTICIPATION IN THE

SWEEPSTAKES OR THE AWARDING, ACCEPTANCE, USE, OR MISUSE OF ANY PRIZE. WITHOUT LIMITING THE FOREGOING, THE SWEEPSTAKES, THE PRIZE, AND MATERIALS ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR OF IMPLIED WARRANTIES. CHECK YOUR LOCAL LAWS. SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.

ENTRANT'S PERSONAL INFORMATION

Information collected from participants is subject to Acuity's Privacy Policy available at <https://www.acuity.com/acuityweb/privatepol>.

DISPUTES

Except where prohibited, the entrant agrees that all disputes, claims, and causes of action arising out of or in connection with this sweepstakes or any prize awarded shall be resolved exclusively by the United States District Court for the Eastern District of Wisconsin or the appropriate Wisconsin State Court located in Sheboygan County, Wisconsin.