

KIDSXPLAINING INSURANCE VIDEO CONTEST RULES

MANY WILL ENTER, FEW WILL WIN. NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. The Kidsxplaining Insurance Video Contest administration and verification will be supervised by Acuity, A Mutual Insurance Company. Sponsor's decisions are final and binding. Contest entries are accepted from June 15 through July 15, 2018. To be eligible, entries must be postmarked by July 15, 2018, or submitted online by 11:59 p.m. July 15, 2018. Judging will be based on originality, clarity, and creativity of child's entry highlighting what insurance is and why it's important. All entries must be the original work of the Contestant. Plagiarism will result in immediate disqualification. Late entries will not be accepted. Judging period will be from July 16, 2018, through August 10, 2018. Winners will be notified on or before August 17, 2018. Contest void where prohibited.

Eligibility and Entry Guidelines:

- Contestants must be legal residents of the fifty (50) United States and D.C.
- Contest is open to all individuals ages 5 to 19 within the applicable age categories as defined below:
 - o Age 5-10
 - o Age 11-14
 - o Age 15-19
- CONTESTANTS WHO ARE UNDER THE AGE OF MAJORITY IN THEIR JURISDICTION OF RESIDENCE MUST OBTAIN CONSENT OF THEIR PARENT OR LEGAL GUARDIAN TO ENTER.
- One entry per Contestant.
- Entry must include Contestant's name, age, and valid email address.
- Acuity, A Mutual Insurance Company, employees and their children members are not eligible to enter.
- CAUTION: Any attempt by a Contestant to deliberately damage any web site or undermine the
 legitimate operation of the contest may be a violation of criminal and civil laws and should such
 an attempt be made, Acuity, A Mutual Insurance Company, reserves the right to seek damages
 from any such person to the fullest extent permitted by law.
- Acuity, A Mutual Insurance Company, is not responsible for technical issues or issues related to deliverability of submissions.
- Failure to adhere to the contest rules or submission guidelines will result in disqualification from the Contest.
- No purchase or payment is necessary to enter or win.

Entry Requirements and Format:

- Entries must be the *original and unpublished work of the Contestant* and will not be returned.
- Entries will **not** be accepted if they contain:
 - Inappropriate topics, words, or images.
 - o Mean, cruel, or hateful behavior or attitudes.
 - Disrespect toward parents, authority figures, or anyone else, including other kids.
 - Violence or other dark or frightening subjects.
- Entries must be in video format, not exceeding 500MB (0.5GB) in size.
- Entries must be no longer than 1 minute in duration.
- This Contest is conducted in American English.

Official Entry Form:

- Contest entries are accepted from June 15 through July 15, 2018.
- Entries may be submitted electronically by going to: www.acuity.com/personal/kidsxplain-video-contest.
- Entries that are not submitted electronically must be mailed to and postmarked by July 15, 2018:

Acuity Insurance Marketing Department Kidsxplaining Insurance Contest 2800 S Taylor Drive Sheboygan, WI 53081

Judging:

All eligible entries will be evaluated and scored by the contest judges based on the following criteria:

- Originality and uniqueness of the explanation.
- Clarity and accuracy of the explanation.
- Creativity in how ideas are expressed.

The entry with the highest total score in each category will be deemed the First Place Winner in that age category. The entry with the second highest score in each catagory will be deemed the Second Place Winner in that age category. Two Judges' Choice winners will be selected from remaining entries across all age groups who best depict the spirit of the Contest. In the event of a tie, the entry with the highest score for originality followed by creativity will be deemed the winner from among all tying entries. Winners will be notified on or before August 17, 2018.

Prizes by Category:

- Age 5-10
 - One (1) First Place Winner \$250 Visa Gift Card
 - o One (1) Second Place Winner \$100 Visa Gift Card
 - Prize Acceptance: Acuity, A Mutual Insurance Company, will use reasonable best efforts to notify the winners. In the event a winner cannot be located within five days of the judging period, the winner shall forfeit the prize and we may elect another winner. The winner's parent or guardian must submit a completed <u>W-9</u> prior to claiming a prize. Instructions can be found here.
- Age 11-14
 - One (1) First Place Winner \$250 Visa Gift Card
 - o One (1) Second Place Winner \$100 Visa Gift Card
 - Prize Acceptance: Acuity, A Mutual Insurance Company, will use reasonable best efforts to notify the winners. In the event a winner cannot be located within five days of the judging period, the winner shall forfeit the prize and we may elect another winner. The winner's parent or guardian must submit a completed <u>W-9</u> prior to claiming a prize. Instructions can be found here.

Age 15-19

- o One (1) First Place Winner \$250 Visa Gift Card
- o One (1) Second Place Winner \$100 Visa Gift Card
- Prize Acceptance: Acuity, A Mutual Insurance Company, will use reasonable best efforts to notify the winners. In the event a winner cannot be located within five days of the judging period, the winner shall forfeit the prize and we may elect another winner. If the winner is 18 years or older, he/she must submit a completed W-9 prior to claiming the prize. If the winner is younger than 18 years of age, the winner's parent or guardian must submit a completed W-9 prior to claiming a prize. Instructions can be found here.

Judges' Choice

- Two (2) Judges' Choice Winners \$25 Visa Gift Card will be awarded to the 2 Contestants, regardless of age category, who submitted entries that best depict the spirit of the Contest and were not already winners.
- Prize Acceptance: Acuity, A Mutual Insurance Company, will use reasonable best efforts to notify the winners. In the event a winner cannot be located within five days of the judging period, the winner shall forfeit the prize and we may elect another winner. If the winner is 18 years or older, he/she must submit a completed W-9 prior to claiming the prize. If the winner is younger than 18 years of age, the winner's parent or guardian must submit a completed W-9 prior to claiming a prize. Instructions can be found here.

Applicable to All Prize Categories:

- Taxes: Winners will be solely responsible for any federal, state, or local taxes on winnings.
- Winners List: For a complete list of winners, check the website on or after August 17, 2018. If necessary, you can phone Acuity, A Mutual Insurance Company, to request the winners list via U.S. mail.

Rights Associated With Contest:

- By participating in this Contest, Contestant agrees that the entry shall be judged per these Official Rules, and Contestant hereby binds himself/herself to these Official Rules, the Acuity, A Mutual Insurance Company, privacy policy, and the decisions of the judges.
- By entering this Contest, Contestant explicitly releases, discharges, and holds harmless Acuity, A Mutual Insurance Company, and its employees, officers, directors, and agents (collectively, the "Contest Entities"), and their successors and assigns, one and all, from any and all liability, actions, causes of action, damages, actual, incidental, or consequential claims, and demands whatsoever, in law or equity, including all "costs," which he/she now has or may acquire, by reason of any personal injury, death, loss of or damage to property, or any reason, occurring during or arising out of his/her participation in the Contest.
- The Contest Entities make no warranty, guarantee, or representation of any kind concerning the prizes and disclaim any implied warranty.
- The right to receive any prize is non-assignable and non-transferable and no prize substitution, extension, transfer, exchange, or cash equivalent will be allowed.
- All federal, state, and local laws and regulations apply.
- If any provision of this Contest shall be deemed to violate any federal, state, or municipal law, it shall be amended to conform to such law only to the extent necessary to conform to such law, and all other provisions shall remain in full force and effect.
- Acuity, A Mutual Insurance Company, shall not be responsible for technical, pictorial, typographical, or editorial errors or omissions in any marketing materials or these Official Rules.
- Except where prohibited by law, by participating in this Contest, Contestant agrees that:
 - All issues and questions concerning the Contest and these Official Rules shall be governed by Wisconsin law without giving effect to any principles of conflicts of law of any jurisdiction.
 - Any action at law or in equity arising out of or relating to this Contest shall be filed only in the state or federal courts located in Wisconsin and Contestant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action.
 - Any and all disputes, claims, and causes of action arising out of or connected with this Contest shall be resolved individually, without resort to any form of class action; and
 - Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Contest but in no event attorneys' fees; and
 - Under no circumstances will any Contestant be permitted to obtain awards for and hereby waives all rights to claim 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.
 - Contestant shall not be entitled to recover any consequential, incidental, or punitive damages, and in no event attorneys' fees or "costs." Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above may not apply to you.
 - Contestant waives any right to seek to obtain equitable relief in any manner and that Contestant's sole remedy against Acuity, A Mutual Insurance Company, shall be limited to monetary damages at law, if any.
- Except where prohibited by law, each winner grants (and agrees to confirm this grant in writing, if requested) permission for Acuity, A Mutual Insurance Company, and those acting under its authority to use his/her name, photograph, and/or likeness, for advertising and/or publicity purposes in any and all media now known, or hereinafter invented without territorial or time limitations and without compensation. Winners may be required to complete, sign, and return an Essay Consent and Release Form within seven (7) business days of attempted notification or prize may be forfeited. Prizes won by an eligible Contestant who is a minor in his/her state of residence will require parent or legal guardian to sign and return all required documents.
- By entering, Contestant agrees to abide by the above-stated rules, warrants that the entry is an
 original work and does not infringe upon or violate rights of any third party, and grants to Acuity, A
 Mutual Insurance Company, the right to edit, publish, promote, and otherwise use the entry
 materials without permission, notice, or compensation.

- By submitting an entry, each Contestant (for Contestants under 18 years old, the Contestant's parent or guardian) grants Acuity, A Mutual Insurance Company, a worldwide, nonexclusive, royalty-free, transferable license to use the entry, or any portion thereof, for Acuity's purposes. If selected as a winner, each winning Contestant (and for Contestants under 18 years old, the Contestant's parent or guardian) hereby agrees to grant and assign all right, title, and interest in and to the entry to Acuity, A Mutual Insurance Company, and warrants that the winning Contestant (and for Contestants under 18 years old, the Contestant's parent or guardian) has the authority to assign such right, title, and interest. Acuity, A Mutual Insurance Company, shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter, the entry for any purpose which Acuity, A Mutual Insurance Company, deems necessary or desirable, and each winning Contestant (and for Contestants under 18 years old, the Contestant's parent or guardian) irrevocably waives any and all so-called moral rights he or she may have in the entry submitted. Each winning Contestant (and for Contestant under 18 years old, the Contestant's parent or guardian) hereby acknowledges that such winning Contestant does not reserve any rights in and to the entry.
- In the event any applicable law requires certain formalities to be fulfilled to effectuate such grant of rights, each Contestant (and for Contestants under 18 years old, the Constant's parent or guardian) agrees to cooperate with Acuity to achieve fulfillment of such formalities.
- No royalties will be paid at this or any time.

Sponsor: Acuity, A Mutual Insurance Company, 2800 South Taylor Drive, Sheboygan, WI 53081