YOUR LIFE ON THE ROAD CONTEST RULES

MANY WILL ENTER, FEW WILL WIN. NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. The Your Life on the Road contest administration and verification will be supervised by Acuity, A Mutual Insurance Company. Sponsor's decisions are final and binding. Contest entries are eligible to win for 5 years from the date received. Judging will be based on originality and uniqueness of the story highlighting you, the driver's, life on the road. All entries must be the original work of the contestant. Plagiarism will result in immediate disqualification. Contest void where prohibited. Facebook is a registered trademark of Facebook, Inc. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. You understand that you are providing your information to Acuity, A Mutual Insurance Company and not to Facebook.

Eligibility and Guidelines:

- Contest is open to all legal residents who have reached the age of 18 at the time the story submitted in the entry occurred and the submitted photo(s) were taken.
- By submitting an entry, entrants certify that their participation in this contest is not illegal or in violation of any law, regulation, treaty, or administrative act, and that the laws of their governing jurisdiction at the time of entry do not prohibit or restrict the receipt of any Prize associated with this contest.
- Acuity, A Mutual Insurance Company employees and their immediate family members are not eligible to enter.
- Acuity, A Mutual Insurance Company is not responsible for technical issues or issues related to deliverability of email submissions.
- 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.
- No purchase or payment is necessary to enter or win.
- Failure to adhere to the contest rules or submission guidelines will result in disqualification from the contest.

Entry Requirements and Format:

- Entries must be the *original and unpublished* work of the contestant and will not be returned.
- Entries should include your original photo(s) and a description of less than 400 words about why we should feature your story.
- Photos may originate in any format—including, but not limited to digital files, digital prints, color transparencies, color prints, and black and white prints—so long as they are submitted electronically in a .JPEG, .JPG, or .PNG format.
- Photo information should include:
 - Location (Name, City, State, and Country)
 - Detailed caption of subject matter
- The following submissions are ineligible:

- Photos or stories that violate or infringe upon another person's rights, including but not limited to copyright and photographs of persons without the necessary consent required by law in your jurisdiction. Acuity, A Mutual Insurance Company reserves the right to require entrants to submit evidence of the subject's legal consent to be photographed for the submitted photo, which may include a signed waiver from the subject.
- Photos or stories that contain sexually explicit, nude, obscene, violent, or other objectionable or inappropriate content.

How to Enter:

- All images and stories must be submitted via an email sent to lifeontheroad@acuity.com, including all required fields, including name, email and other information about your photo and story submission.
- You may enter an unlimited number of times. Sponsor reserves the right to reject any additional entries or entries that do not comply with these Official Rules. By entering, you indicate your unconditional agreement to, and acceptance of, these Official Rules and Sponsor's decisions, which are final and binding. You cannot win a prize unless you comply with all requirements in these Official Rules.
- Entrants may be asked to supplement their submission (such as with a paragraph about their photo or the highest resolution version of their photo) anytime during contest period.

Judging:

- All eligible entries will be evaluated by the contest judges based on the following criteria:
 - Originality—Uniqueness of the photo and story
 - Artistic Merit
 - Overall Impact
 - Subject matter relevance
- All judging decisions are final. Please do not contact us about the status of entries or judging.
- Sponsor will notify the winner via the email address used to submit the entry.

Prizes:

- 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/her place.
- One (1) overall winner will be chosen per issue of Trucker Focus (approximately 4 per year) and will receive:
 - \$100 in the form of a check.
 - Featured photo and story in Sponsor's quarterly *Trucker Focus* newsletter.
- To the maximum extent permissible by law, all winners are responsible for paying any taxes and any and all other costs and expenses not listed above, including but not limited to customs fees if applicable. A winner will need to complete, sign, and return an IRS W-9 form prior to 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 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, 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 Sponsor, in its sole discretion.

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 Facebook, 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.
 - Contestant agrees that 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.
 - Except where prohibited by law, by participating in this Contest, Contestant agrees that:
 - 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 outof-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 know or hereinafter invented without territorial or time limitations and without compensation. Winners will be required to complete, sign and return a WINNER'S AFFIDAVIT OF ELIGIBILITY, PUBLICITY, AND INTELLECTUAL PROPERTY RELEASE AND LIABILITY WAIVER within seven (7) business days of attempted notification or prize may be forfeited
- All submitted entries and photographs, and any copyrights therein, become the sole property of Acuity, A Mutual Insurance Company.
- By entering, Contestants agree to abide by the above stated rules, and warrant that their entry is an original work and does not infringe upon or violate rights of any third party, and grant to Acuity, A Mutual Insurance Company the right to edit, publish, promote, and otherwise use their entry materials without permission, notice or compensation.
- By submitting an entry, each Contestant assigns all right, title, and interest in and to the entry to Acuity, A Mutual Insurance Company and warrants that the Contestant 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 Contestant irrevocably waives any and all so-called moral rights they may have in the entry submitted by him or her. Each Contestant hereby acknowledges that such Contestant does not reserve any rights in and to the entry.
- In the event that any applicable law requires certain formalities to be fulfilled to effectuate such grant of rights, each Contestant (parent or guardian on behalf of the child) agrees to cooperate with Acuity to achieve fulfillment of such formalities.
- No royalties will be paid at this or any time.

Questions:

Questions and inquiries about contest rules can be emailed to <u>lifeontheroad@acuity.com</u>.

Sponsor:

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