

ALLSTATE FOUNDATION'S 2015 DRIVING CHANGE SWEEPSTAKES

Official Rules

NO PURCHASE, QUOTE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE, QUOTE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

Eligibility. The Allstate Foundation's Driving Change Sweepstakes (the "Sweepstakes") is open to all legal residents of the fifty (50) United States and the District of Columbia (excluding residents of Puerto Rico), who are at least fifteen (15) years old at the time of entry. Eligible minors must obtain their parents or legal guardian's consent prior to participating. Employees of The Allstate Foundation ("Sponsor"), Allstate Insurance Company ("Allstate"), Octagon, Inc. ("Administrator") and their respective parent companies, subsidiaries, affiliates, related companies and advertising and promotion agencies, and each of their respective officers, directors, employees and agents (including Allstate Agents and their support staff) and assigns (collectively, "Released Parties") and the "immediate family members" and/or "household members" of each of the above are not eligible to enter the Sweepstakes or win a prize. The term "immediate family members" means spouses, grandparents, parents, siblings, children, and grandchildren. "Household members" shall mean people who share the same residence at least three months per year. By entering the Sweepstakes, participants agree to abide by all terms of these Official Rules and any regulations applicable thereto. Promotion is subject to all applicable federal, state and local laws and regulations. Void in Puerto Rico and wherever prohibited or restricted by law.

Participation constitutes entrant's full and unconditional agreement to abide by these Official Rules and Sponsor and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Twitter, Instagram or Facebook.

Sponsor. The **Sponsor** is The Allstate Foundation, 2775 Sanders Road, Suite F4, Northbrook, IL 60062.

Administrator. The **Administrator** is Octagon, Inc., 800 Connecticut Avenue, 2 East, Norwalk, Connecticut, 06854.

Sweepstakes Period. The Sweepstakes will start at 12:00:00 am Pacific Daylight Savings Time ("PDT") on June 24, 2015 and will end at 11:59:59 pm PDT on July 3, 2015 ("Sweepstakes Period"). Each day (from 12:00:00 am PDT to 11:59:59 pm PDT) of the Sweepstakes Period will be an entry period (each, a "Daily Entry Period" or "Daily Entry Period 1", "Daily Entry Period 2", as applicable).

The Daily Entry Periods are as follows:

- Daily Entry Period #1: June 24, 2015
- Daily Entry Period #2: June 25, 2015
- Daily Entry Period #3: June 26, 2015
- Daily Entry Period #4: June 27, 2015
- Daily Entry Period #5: June 28, 2015
- Daily Entry Period #6: June 29, 2015
- Daily Entry Period #7: June 30, 2015

Daily Entry Period #8: July 1, 2015
Daily Entry Period #9: July 2, 2015
Daily Entry Period #10: July 3, 2015

Daily Entry Period Prize Winners: One (1) Winner will be randomly selected each Daily Entry Period from among all eligible entries received during that corresponding Daily Entry Period upon conclusion of the applicable Daily Entry Period. Each Daily Entry Period winner will receive a one thousand US dollar (\$1,000) Gift Card. A total of ten (10) Daily Entry Period Winners will be selected during the Sweepstakes Period. The Approximate Retail Value ("ARV") of each Daily Entry Period Prize is \$1,000. Gift cards may be subject to additional terms and conditions. The total ARV of all Daily Entry Period Prizes is \$10,000.

General Prize Conditions. Limit one (1) prize per person/household. Prizes are awarded "as is" with no warranty or guarantee, either expressed or implied by Sponsor. Winners may not substitute, assign or transfer prize or redeem prize for cash, but Sponsor reserves the right, at its sole discretion, to substitute prize (or portion thereof) with one of comparable or greater value. Winners are responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. All prize details are at Sponsor's sole discretion. All prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. In the event an eligible minor is deemed a winner, the applicable prize may be awarded in the name of his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on winner set forth herein.

Any non-winning entries from each Daily Entry Period will not carry over to subsequent Daily Entry Period drawings (if any). All random drawings will be conducted by the Administrator, an independent judging organization whose decisions regarding all matters relating to this Sweepstakes are final. Odds of winning a prize depend upon the number of eligible entries received during that corresponding Daily Entry Period.

How to Enter. There are two (2) ways to enter the Sweepstakes during the Sweepstakes Period:

(1) Via social media on Twitter, Instagram and Facebook: To enter the Sweepstakes via social media (i) Have an active and non-private Twitter, Instagram or Facebook account or sign up for a free Twitter, Instagram or Facebook account at www.Twitter.com; www.facebook.com or www.instagram.com; (ii) Post an original message or photo depicting a teen driving message onto your personal Twitter or Instagram page OR post a comment/reply to a Sweepstakes post on Allstate's Facebook page; (iii) Include the hashtags "#GetThereSafe" and "@Allstate" in your applicable post to receive one (1) entry (items i, ii, and iii each collectively defined as an "Entry"). Each Entrant is limited to one (1) Entry per person using only one (1) Twitter, Instagram or Facebook account per Daily Entry Period and each post must be substantially different from any/all previous posts submitted by such entrant. One entry per person per daily entry period. Duplicate Entries or multiple Entries made by an entrant in excess of the limitation specified above will be disqualified. By submitting an Entry via Twitter.com, Instagram.com or Facebook.com, each entrant consents to receive from the Sponsor a Twitter comment to the Tweet you posted, a post to your Instagram photo or Facebook post and, if applicable, a direct message via Twitter, Instagram or Facebook notifying such entrant that he/she is a potential prize winner. Entries posted by a private Twitter, Facebook or Instagram account will not be recognized or considered for entry in the Sweepstakes. Entrants via Twitter, Instagram or Facebook will be required to have their applicable social media account(s) set to public in order to accept an eligible Entry.

Entries post via social media may not contain, as determined by Sponsor's sole discretion, any content that:

- Is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; obscene or offensive;
- Feature celebrities or animated characters;
- Promotes the consumption of alcohol; promotes illegal drugs, tobacco, firearms/weapons, or any particular political agenda or message;
- Defames, misrepresents or contains disparaging remarks about other people or companies;
- Contains trademarks, trade names or copyrighted materials owned by others;
- Contains any personal identification, such as license plate numbers, personal names (other than just first name), email or street addresses;
- Communicates messages inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and/or
- Violates any law or infringes upon the rights of any other person or company.

OR (2) Via Mail-in: To receive one (1) entry without posting a comment via social media, entrants may send an email with their complete name, mailing address, date of birth, email address and phone number with the email subject line; "Driving Change Sweepstakes Entry" to AllstateFoundation@octagon.com. Limit one (1) entry per person using only one (1) email address or Twitter, Instagram or Facebook social media account per Daily Entry Period, regardless of method of entry. Entries must be received by the deadlines outlined in the Sweepstakes Period section above.

Entrants should contact their appropriate Internet, wireless and/or phone service providers for complete details with respect to message and data rates both for sent and received messages. Entrants will be solely responsible for any and all applicable message and data charges if using their mobile device to participate in the Sweepstakes.

Sponsor is not responsible for computer system, phone line, technical, hardware, software or program failures of any kind, lost or unavailable network connections, incomplete, garbled or delayed computer transmission or network connections that are human or technical in nature.

Sponsor reserves the right to monitor Entries on any social media platforms, including but not limited to Twitter, Instagram or Facebook. By entering this Sweepstakes, each Entrant acknowledges that his/her Entry handle will be posted on Sponsor's website or any social media platforms, including but not limited to Instagram, Facebook and Twitter or in Sponsor's sole discretion. Sponsor has no obligation to use or post any Entry you submit and may take down an Entry posted by Sponsor at any time.

The use of an Entry by Sponsor or any Released Party does not have any effect on the winner selection process and will not increase/decrease an entrant's chances of winning a prize.

Entries posted are the views/opinions of the individual entrant and do not reflect the views of Sponsor in any manner. By entering the Sweepstakes, each entrant grants Sponsor and the Released Parties a worldwide, irrevocable, exclusive, assignable, transferable, unqualified, unrestricted, royalty-free license and right to edit, modify, publish, use, reuse, distribute, display, copy and otherwise exploit the Entry or any part thereof (with or without the entrant's name and city/state), and any materials based thereon or derived from, in any manner and in any media (whether now known or later developed), for any lawful purposes whatsoever (noncommercial or commercial), including, without limitation, for use in the commercial packaging and point-of-sale materials, or for promotion,

marketing or advertising of Sponsor, or any Released Party, each of their respective brands and/or products in any medium (whether now or hereafter known) throughout the world in perpetuity without further permission, notification, consideration, or payment to the entrant, except where prohibited by law.

In addition, each entrant forever waives in favor of Sponsor all rights of “Droit Moral” or “Moral Rights of Authors” or any similar rights or principles of law that may preclude the use of the Entry (or any part thereof) as granted herein, or require entrant’s permission to use the Entry (or any part thereof) for the purposes stated herein.

By submitting an Entry, each entrant warrants and represents that his/her Entry is posted solely by him/her, that the Entry does not incorporate any material owned by any third party, and that use of the Entry as described herein will not violate any law or infringe upon the rights of any third party. If, in the sole discretion of Sponsor, the Entry violates any law or infringes upon the rights of any third party, is inaccurate, incomplete or irregular in any way, or otherwise does not comply with these Official Rules or is deemed inappropriate, the Sponsor may disqualify the Entry.

Sponsor and the Released Parties are not responsible for lost, late, incomplete, stolen, misdirected Entries, Entries that are processed late or incorrectly, or those that are lost due to computer or electronic malfunction or other error or Entries not received for any reason. The Entry may not include any person’s personal information, except the entrant’s.

Use of robotic, automatic, or macro devices is not valid for Entry. **Any Entry that is submitted with the use of a robotic, automated or macro device will be void.**

[NOTE: You cannot own an individuals post on Twitter, Instagram or Facebook.]

If you post updates to or receive updates from Twitter, Instagram or Facebook via SMS from your wireless phone, your wireless-service provider may charge for each text message sent and received and Entrants will be solely responsible for any and all applicable charges. Please consult your wireless-service provider regarding its pricing plans.

By submitting an Entry, entrant agrees to abide by the terms of these Official Rules, the Sponsor’s Privacy Policy available at <http://www.allstate.com/about/privacy-statement-aic.aspx> and the applicable Twitter, Instagram and Facebook Terms and Conditions.

Digital Millennium Copyright Act. Once an entry is entered into the Sweepstakes, any such posting will be deemed made at the direction of the entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act.

Conditions of Participation. By participating in this Sweepstakes, entrants release and agree to hold harmless Sponsor and its subsidiaries, affiliates, advertising/promotion agencies and its company’s officers, directors, employees and agents from and against any claim or cause of action and any and all liability with respect to or in any way arising from, this Sweepstakes or acceptance, possession, receipt or use/misuse of the prize.

Sponsor is not responsible for any printing, typographical, mechanical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement any prize. Sponsor is not responsible for electronic transmission errors resulting in 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 equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive

entry information by Sponsor on account of technical problems or traffic congestion via mobile phone.

If for any reason, this program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and Sponsor reserves the right to select the potential winner(s) for the Daily Entry Period(s) at issue from among all eligible entries received for the applicable drawing(s) as of the termination date. Sponsor further reserves the right to disqualify any individual who tampers with the entry process. In the event the integrity and/or feasibility of the Sweepstakes is undermined by any event including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute, or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state, provincial or local government law, order of regulation, order of any court or jurisdiction, or other cause not reasonably within the Sponsor's control (each a "Force Majeure" event) the Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the Sweepstakes without notice or further obligation. If the Sponsor, in its discretion, elects to abbreviate, cancel or terminate the Sweepstakes as a result of a Force Majeure event, the Sponsor reserves the right, but shall have no obligation, to award any Prize from among all valid and eligible entries received up to the time of such Force Majeure event.

General Terms and Conditions. Each winner will be notified by email, Twitter direct message, or Facebook or Instagram comment/message approximately eight (8) hours following each applicable Daily Entry Period drawing. The potential winners must respond to the applicable notification within eight (8) hours of initial notification. At the time of response, the potential winner must immediately agree to have their Twitter handle used by the sponsor in promotions. The potential winners will receive an Affidavit of Eligibility release form and Release of Liability form to their personal email address. The potential winners must sign and return the Affidavit of Eligibility release form and Release of Liability form within twenty-four (24) hours of the time the forms were sent. Failure to comply will result in disqualification and selection of an alternate winner for the applicable prize drawing. At that time an alternate winner will be randomly chosen and must adhere to these same conditions and guidelines.

Sponsor reserves the right, in its sole discretion, to cancel or suspend this Sweepstakes should causes beyond the Sponsor's control corrupt the administration, security, or proper play of the contest. Decisions of Sponsor are final and binding in all matters, except as stated otherwise herein.

Publicity. Where legal, by accepting a prize, each winner grants to Sponsor and their respective designees the right to use his/her name, portrait, picture, voice, likeness and biographical information for advertising, trade and promotional purposes without further compensation or notice.

Limitations of Liability. The Sweepstakes Entities are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, or by any of the equipment associated with or utilized in the Sweepstakes; (2) mechanical failures of any kind, including, but not limited to malfunctions, interruptions, or faulty equipment; (3) unauthorized human intervention in any part of the Sweepstakes; (4) any error which may occur in the administration of the Sweepstakes or the processing of entries; or (5) 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. No more than the stated number of prizes will be awarded.

Disputes. Except where prohibited, entrant agrees that: (1) 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 United States District Court for the Northern District of Illinois or the appropriate Illinois State Court located in Cook County, Illinois U.S.A.; (2) 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 (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules (whether of the State of Illinois or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Illinois.

Winners List. To obtain a list of winners (available after July 15, 2015), send your request to FoundationTD@allstate.com with the subject line: Allstate Foundation Driving Change Sweepstakes Winners. All Winners List requests must be received by July 31, 2015.