# "Drivewise® & Win \$10,000 Giveaway" Sweepstakes Official Rules

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

#### **VOID WHERE PROHIBITED BY LAW.**

**Eligibility.** "Drivewise® & Win \$10,000 Giveaway" Sweepstakes (the "Sweepstakes") is open to legal residents of the fifty (50) United States and the District of Columbia who are 18 years of age or older at time of entry. The following are not eligible for the Sweepstakes: (1) employees and agents of Allstate Insurance Company ("Allstate") and their respective parent, subsidiary, successors, assignees, and affiliated companies, and their respective advertising and promotion agencies including Deluxe Financial Services, LLC, dba Deluxe Rewards, and Marden-Kane, Inc. (collectively, the "Sweepstakes Entities"); (2) persons providing support services to any sales agent authorized to represent the Sweepstakes Entities (whether those persons are employed by agent or not); or (3) the "immediate family members" and/or "household members" of any of the persons set forth in (1) or (2) above. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings or spouses. "Household members" shall mean people who share the same residence at least three months per year.

Void where prohibited. Participation constitutes the Entrant's full and unconditional agreement to abide by these Official Rules and Sponsor and Sweepstakes Administrator 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.

**Sponsor.** The Sponsor of the Sweepstakes is Allstate Insurance Company, 2775 Sanders Road, Northbrook, Illinois 60062. Administrator: Marden-Kane, Inc., 575 Underhill Blvd., Suite 222, Syosset, NY 11791-3416.

Sweepstakes Period. The Sweepstakes begins on June 1, 2019 at 12:00:00 a.m. Eastern Time ("ET") and ends on October 31, 2019 at 11:59:59 p.m. ET (the "Sweepstakes Period") which is further divided into five (5) Monthly Periods (each a "Monthly Period") as defined in the chart below. For purposes of this Sweepstakes, a "day" is defined as a 24-hour period, beginning at 12:00:00 AM ET and ending at 11:59:59 PM ET. The Sponsor's computer, or that of its designee, runs the official clock for the Sweepstakes and will solely determine the time by which an entry is received.

Monthly	Start	End	Mail-in	Drawing	Number of	Prizes
Period	Date	Date	Entries Due	Date	Winners	
1	6/1	7/1	7/5	7/8	1	\$10,000 cash
2	7/2	7/31	8/5	8/6	1	\$10,000 cash
3	8/1	8/31	9/5	9/6	1	\$10,000 cash
4	9/1	9/30	10/4	10/7	1	\$10,000 cash
5	10/1	10/31	11/5	11/7	1	\$10,000 cash

All dates are 2019 calendar year. See Prize section below for more details on prizes

## How to Enter The Sweepstakes.

#### Method One (new Drivewise® app users – Allstate customers and non-customers):

Download the Allstate mobile app, activate Drivewise<sup>®</sup>, and take one (1) trip during the Sweepstakes period to earn one (1) entry into the Sweepstakes. For Method One entries, the trip must begin by the End Date of a Monthly Period, as stated in the Chart above, to be included in that Monthly Period drawing.

#### Method Two (existing Drivewise® app users):

Take one (1) trip during the Sweepstakes period to earn one (1) entry into the Sweepstakes. For Method Two entries, the trip must begin by the End Date of a Monthly Period, as stated in the Chart above, to be included in that Monthly Period drawing.

Special note for residents of FL, NY, AK, and MA: Use of Drivewise® via the Allstate mobile app is not available in

FL, NY, AK, and MA. Residents of these states may enter via Method Three below.

### Method Three (all eligible entrants):

Eligible entrants can also earn one (1) entry into the Sweepstakes through the below alternate method of entry:

Alternate method of entry (AMOE): To enter without enrolling in Drivewise® on the Allstate Mobile app and completing one (1) drive during the Sweepstakes Period, hand-print your name, address, city, state, zip code, daytime phone number, and email address (mandatory) on a plain 3"x5" piece of paper, place in a stamped envelope and mail to: Drivewise® & Win Sweepstakes, P.O. Box 698, Syosset, NY 11791-0698. Mail entries must be postmarked by the End Date in the Chart above and received by the Mail-in Entries Due date(s) stated in the Chart above to be included in that Monthly Period drawing. Limit of one entry per mailing envelope. Envelopes containing multiple entries will be disqualified. Sponsor is not responsible for lost, late, damaged, delayed, destroyed, misdirected, incomplete, illegible, mutilated, or postage due mail. Photocopies, mechanically reproduced, forged or altered mailed entries and facsimiles are void. Incomplete or illegible entries are not eligible. All entries become the property of the Sponsor and will not be returned.

Regardless of method of entry, all entries are subject to verification of eligibility before a prize can be awarded. Entries generated by script, macro or other automated means or by any mean which subvert the entry process are void. All entries must be received by the deadline outlined in the Chart above and will be included in the Monthly Drawing for the month the entry was received. Sponsor assumes no responsibility for lost, late, mutilated, illegible, incomplete or misdirected entries. All entries become property of Sponsor and none will be returned. By submission of entry, entrant agrees that the information contained in their entry can be used in communications.

### **Limitations:**

Limit one (1) entry per person per month regardless of entry method. Limit one (1) prize/winner per household for the entire Sweepstakes Period. Entries submitted during a Monthly Period will be eligible for the Monthly Period drawing in which it was submitted. Entries will not carry forward to future Monthly Period drawings. You are not eligible to participate and win if you or an immediate family member or household member have already won a prize in a prior month during the Sweepstakes Period.

Prizes and Odds of Winning. Five (5) Monthly Prize winners (One (1) Winner per Monthly Prize drawing): \$10,000 each. Value: \$10,000 each. Winners will also receive a tax assistance check in the amount of 30% of the actual value of the prize (\$3,000), that may be used to assist with the payment of associated taxes. Depending upon the Winner's federal tax rate, this amount may only cover a portion of the tax liability owed. Please consult a tax professional for more information. Retail Value ("RV") \$13,000 each including tax assistance check. Prizes are awarded in the form of a check made payable to the winner. Total Value of all prizes: \$65,000.00. The Prize Winners will be referred to in these Official Rules as a "Winner" or, together, as the "Winners". All details of prizes not specified herein shall be determined solely by Sponsor. By accepting prize, Winners acknowledge compliance with these Official Rules. The odds of winning a Monthly Prize depend on the total number of eligible entries received by the applicable end date in the Chart for that Monthly Entry Period. In no event will more prizes be awarded than those listed in these Official Rules. Decisions of the Sponsor will be final and binding on all matters relating to this Sweepstakes. Winners are responsible for all applicable taxes on prize. The value of each prize is considered taxable to the Prize Winner and will be included in the winner's taxable compensation.

General Prize Conditions. By accepting a prize, Winners or, if a minor, their parent or legal guardian, consent to the use of his/her name, city/state of residence, photograph, visual and/or audio likeness for advertising or promotional purposes by Sponsor, and its designees, including but not limited to the posting of Winner's name on the Sponsor's or Sweepstakes Partners' websites, in a Winners List or other online announcements, without additional compensation, permission or notification except where prohibited by law. U.S. law governs this Sweepstakes. Prizes are awarded "as is" with no warranty or guarantee, either express or implied by the Sponsor. Prizes are not transferable, redeemable for cash or substitutable except by the Sponsor, who reserves the right to substitute a Prize (or portion thereof) for a prize of comparable or greater value, at its sole discretion. All Prize details not covered by these Rules are at the Sponsor's sole discretion. By entering the Sweepstakes and/or accepting the Prize you may win, Winners agrees that he or she has all rights, permissions and consents necessary to grant the rights to the Sponsor as expressed herein and will abide by and be bound by the Rules and the Sponsor's decisions.

Random Drawings: A random drawing to select Monthly Period prize winners will be conducted on or about the

drawing dates stated in the Chart from among all eligible entries received by the end date for that Monthly Period. All drawings will be conducted by Administrator, who is an independent judging organization whose decisions are final and binding in all matters relating to the Sweepstakes.

Winner Notification and Verification: Administrator will notify potential Winners by email or phone on or about one (1) business day after the drawing date listed in the Chart above. Winners will be required to complete, sign, and return [1] an Affidavit of Eligibility/Liability Release/Publicity Release (the "Affidavit") and [2] an IRS Form W-9 and furnish his/her social security number that will be used only for the purpose of reporting the Winner's prize earnings to the Internal Revenue Service, as required by law. If a potential Winner is 18 or older, but a minor in his or her state of residence, the potential Winner's parent or legal guardian must sign all required documents. Potential Winners must returned completed form(s) within three (3) days of the date on the notification date or the prize will be forfeited and awarded to an alternate potential Winner. Failure to timely return any documents requested, return of prize notification as undeliverable, or noncompliance with these Official Rules will result in such potential Winner being disqualified. Sponsor shall have no further obligation to that potential Winner, and an alternate Winner will be selected.

LIMITATION OF LIABILITY AND RELEASE OF CLAIMS: BY PARTICIPATING IN THE SWEEPSTAKES, ENTRANTS OR, IF MINORS IN HIS/HER STATE OF RESIDENCE, THEIR PARENTS OR LEGAL GUARDIANS AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS ANY AND ALL RELEASEES FROM AND AGAINST ANY INJURIES, LOSSES, DAMAGES, CLAIMS, ACTIONS AND ANY LIABILITY OF ANY KIND RESULTING FROM OR ARISING FROM PARTICIPATION IN THE SWEEPSTAKES OR ACCEPTANCE, POSSESSION, USE, MISUSE OR NONUSE OF THE PRIZE (INCLUDING ANY TRAVEL OR TRAVEL-RELATED ACTIVITY THERETO) THAT MAY BE AWARDED AND/OR ACCEPTANCE, POSSESSION OR USE, MISUSE OR NONUSE OF THE MOBILE APP SOLUTIONS AVAILABLE WITH/FOR USE QUICKBOOKS ONLINE. Sponsor is not responsible for technical, computer, mechanical, printing, typographical, human or other errors relating to or in connection with the Sweepstakes, including, without limitation, errors which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prizes or in any Sweepstakes related materials; or for stolen, lost, late, misdirected, damaged, incomplete, inaccurate, undelivered, delayed or illegible entries or; for electronic, computer, or telephonic malfunction or error, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly or are lost for any reason including computer, telephone, paper transfer, or process any transaction thereon. If in the Sponsor's opinion, for any reason this Sweepstakes is not capable of running as planned, or there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if computer viruses, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Sweepstakes, the Sponsors reserve the right at their sole discretion to disqualify any individual (and void his/her entry and/or prevent him/her from future participation) who tampers with the entry process and/or who is acting in violation of these Official Rules, to modify or suspend the Sweepstakes, or to terminate the Sweepstakes and at Sponsor's discretion conduct the drawing to award the prize using all eligible non suspect transactions and entries received as of the termination date. AS A CONDITION OF ENTERING THE SWEEPSTAKES, ENTRANTS AGREE THAT: A.) UNDER NO CIRCUMSTANCES WILL ENTRANTS BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANTS HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES; B.) ALL CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES, OR THE PRIZES AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; C.) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, AND IN NO EVENT SHALL ENTRANT BE ENTITLED TO RECEIVE ATTORNEYS' FEES OR OTHER LEGAL COSTS; AND D.) IN NO EVENT SHALL ENTRANT BE ENTITLED TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE REMEDY. Sponsor reserves the right to modify prize award procedures at their discretion. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision.

**Release**. 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.

<u>Publicity</u>. Where legal, by accepting the prize, winner grants to Sponsor, Administrator 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.

<u>Disputes</u>. 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.

<u>Entrant's Personal Information</u>. By entering the Sweepstakes, entrant accepts the terms and conditions of Allstate's Privacy Statement. <a href="http://www.allstate.com/about/privacy-statement-aic.aspx">http://www.allstate.com/about/privacy-statement-aic.aspx</a>.

<u>Who Won.</u> To receive the names of the Winners, send an e-mail with the subject line: "Drivewise<sup>®</sup> & Win Sweepstakes Winners" to winnerslist@mkpromosource.com. Requests must be received by November 15, 2019. The list will be sent when the drawings have been conducted and the winners verified.

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