Official Auto-Owners Lap Leader Contest Terms and Conditions

NO PURCHASE, PAYMENT, QUOTE OR OFFER OF ANY KIND IS NECESSARY FOR PARTICIPATION IN THE LAP LEADER CONTEST. A PURCHASE WILL NOT IMPOROVE YOUR CHANCES OF WINNING. LAP LEADER CONTEST VOID WHERE PROHIBITED BY LAW.

BY PLAYING THE LAP LEADER CONTEST PROMOTION, EACH POTENTIAL WINNER AGREES WITH THESE OFFICIAL RULES.

- <u>How to Enter</u>. Entrants must provide a valid email address as well as the number of laps they think Martin Truex Jr. will lead via online forms available on either the A-O Racing landing page (<u>https://www.auto-owners.com/about/a-o-racing1</u>) or the Personal Pit Crew landing page (<u>https://www.auto-owners.com/your-personal-pit-crew</u>) during the NASCAR race referenced during the Promotion Period. Only one entry is allowed per entrant.
- Promotion Period. The Lap Leader Contest Promotion Period begins at 8 AM EDT the Monday before the race indicated on the previously mentioned landing pages and ends at 4 PM EDT the Friday before the race.
- 3. Eligibility. The Auto-Owners Lap Leader Contest is open to legal residences of the United States, and the District of Columbia, who are at least eighteen (18) years of age at the time of entry. Employees of Auto-Owners Insurance Company or any Auto-Owners Insurance Group affiliate or subsidiary, and the families or persons residing in the same household as such employees are not eligible to participate. The decisions of the Sponsor are final and binding upon all matters relating to the Lap Leader Contest. Any attempt to use multiple names or email accounts or other such tactics to submit multiple contest entries, may result in the disgualification by Sponsor from the Lap Leader Contest and all associated entries of individuals or associations attempting to utilize multiple Social Media accounts will be void. Registrations, tweets and/or entries generated by script, macro or other automated means or with the intent to subvert the registration or entry process will be void. Entries will be deemed to be made by the authorized account holder of the email submitted with the entry form and such account holder must adhere to these Official Auto-Owners Lap Leader Contest Rules. The authorized account holder is defined as the natural person who has an approved email address. An approved email address is defined as an email address that is not held by an employee of Auto-Owners Insurance Company or any Auto-Owners Insurance Company domain, pursuant to the foregoing. A potential winner may be required to provide Sponsor with satisfactory proof that he/she is the authorized account holder of the email associated with the potentially winning entry.
- 4. <u>Content</u>. Entries will be initially reviewed for appropriate content and adherence to these Official Auto-Owners Lap Leader Contest Rules by Sponsor. Entries that do not comply with all of the requirements listed herein shall be disqualified. Entries must not, in the sole discretion of Sponsor, contain any painful, injurious, deadly, sexually explicit, disparaging, libelous or other inappropriate content or content that favors one religion or political viewpoint over another. Entries may not contain any nudity. Entry must not, in the sole discretion of Sponsor, contain any material content that promotes any product or service. Further, entry may not contain any material that is defamatory of or violates the privacy rights of any individual or entity. No branded material, such as clothing, equipment, props, or other merchandise containing brand names, logos, signs, building marquis, or any other identifier, or copyrighted material, including any photographs, lyrics from songs, lines from movies or television programs, may be included in the

entry, unless expressly called for in the Lap Leader Contest itself, unless of course the branding is that of Sponsor. Entries may not contain water marks, internet links, proper names of individuals or businesses or URLs. Any entry that contains any prohibited material will be disqualified from the Lap Leader Contest. If the entry contains any material or elements that are not owned by the entrant and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the entry, any and all releases and consents necessary to permit use and exploitation of the entry by Sponsor. By entering into Lap Leader Contest, anyone posting an entry represents that images, names, likenesses of any persons depicted or tagged within a photo consent to the entry containing their likeness. If any person(s) appearing in any entry are under the age of majority in their state of residence, the signature of a parent or legal guardian is required on any releases procured by entrant. All third-party releases must be in a format that is legal and binding. Entrants shall retain copies of their release materials for a period of at least two (2) years.

- 5. <u>Winner Notification</u>. A direct email message will be sent by Sponsor to the account holder of any potential winner/entrant. The email will include a request for mailing information in order for the winner to receive their Lap Leader Contest winnings.
- 6. <u>Information</u>. Except as noted in these Official Auto-Owners Lap Leader Contest Rules, information collected for the Lap Leader Contest is used only for the purposes of Lap Leader Contest administration and winner notification, and will not be re-used, sold or shared in any manner by Sponsor or any other third parties unless participant has elected to receive additional information and promotional material from the Sponsor or such third party.
- 7. Release of Liability. By participating, you release Sponsor and any of its subsidiaries, affiliates, partners, employees, directors, agents, and all other associated with the development and execution of this Lap Leader Contest, from and against any and all injury, loss or damage caused or claimed to be caused by your participation in the Lap Leader Contest and/or the acceptance, awarding, receipt, use and/or misuse of the prize, and you agree that these entities are in no way responsible for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relating to the Lap Leader Contest and/or the awarding of any prize. Notwithstanding the foregoing, in the event that the preceding release is determined by a court of competent jurisdiction to be invalid or void for any reason, entrant agrees that, by entering the Lap Leader Contest, (i) any and all disputes, claims, and causes of action arising out of or in connection with the Lap Leader Contest, or any prizes awarded, shall be resolved individually without resort to any form of class action, (ii) any claims, judgements and awards shall be limited to actual out-of pocket costs incurred, including costs associated with entering the Lap Leader Contest, but in no event will attorney's fees be awarded, and; (iii) under no circumstances will any entrant be permitted to obtain any award for, and entrants hereby waive all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses.

The foregoing provisions of this Paragraph 7 are subject to the following exception: Any attempt by an individual or entity, whether or not an entrant in this Lap Leader Contest, to deliberately damage, destroy, tamper with, or vandalize this website or any site or Social Media platform relating to Lap Leader Contest or otherwise interfere with the operation of the Lap Leader Contest is a violation of criminal and civil laws and Sponsor herein reserves the right to seek damages and diligently pursue all remedies against any such individual or entity to the fullest extent permitted by law.

- 8. <u>Jurisdiction</u>. Entrants agree that these Official Auto-Owners Lap Leader Contest Rules are governed by the laws of the State of Michigan, and that any and all disputes arising hereunder shall be brought in the courts of Eaton County, Michigan.
- General. Sponsor reserves the right to cancel, suspend and/or modify the Lap Leader Contest, or any part of it, for any reason whatsoever, including, without limitation, fire, flood, natural or manmade epidemic of health or other means, earthquake, explosion, electromagnetic pulse, epidemic or pandemic (as declared by the Center for Disease Control or World Health Organization), labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction or if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Lap Leader Contest, as determined by Sponsor in its sole discretion. If the Lap Leader Contest is terminated before the designated end date, Sponsor will (if possible) select the Winners in a random drawing from all eligible, nonsuspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the participation process or participating in the Promotion or the operation of the Promotion or to be acting in violation of these Official Auto-Owners Lap Leader Contest Rules or any other promotion or in an unsportsmanlike or disruptive manner. Only the type and quantity of prizes described in these Official Rules will be awarded. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.