

**As we move forward with this Contest, it is important to remember that above all else, the best interest of the policyholder is to be protected. Frank Winston Crum Insurance Company is confident that your efforts to place coverage will be characterized by good faith, full disclosure and the exercise of professional judgment toward the policyholder. These traits make you a valued business partner!**

### **Contest Rules**

These are the official rules of the Frank Winston Crum Insurance Company (the "Company") *Want to Get Away* Contest (the "Contest").

### **Eligibility**

The Contest is open to all Florida Agencies, Agents, and their individual Producers who, for the duration of the qualification period (as defined below), are:

1. residents of Florida; Void where prohibited by law
2. have reached the age of majority;
3. licensed to sell workers' compensation and/or general liability insurance
4. recognized by the Company as a contracted Agency, Agent or Individual Producer to solicit business and sell its policies (each of whom are referred individually and collectively as "Eligible Agencies").
5. have submitted and bound ten (10) New Business (as defined below) policies within the qualification period (as defined below).

Directors, officers, insurance advisors (other than Eligible Agencies, Agents and Individual Producers) and employees of the Company, or its affiliated companies are not eligible to participate in the Contest.

### **Qualification Periods**

The Contest will be comprised of a three-month qualification period. The qualification period commences as of 8:00 a.m. on April 1, 2019 and will continue up to and including 11:59 p.m. Eastern Time on June 30, 2019 (the "Qualification Period").

### **How to Enter**

All Eligible Agencies, Agents, and individual producers located in Florida are automatically eligible to participate in the Contest. Each eligible agency, agent or individual producer must opt-in to the Contest. By opting-in, the agency, agent or individual producer has read and agrees to be bound by the rules of the Contest. Additionally, the agency, agent, or individual producer must select they have received, read and understand the Company's posted **Privacy Policy** before proceeding with entrance into Contest. The only data collected for purposes of this Contest subject to the Privacy Policy includes Agency Name, Agent Name, e-mail address, and telephone number.

### **How to Win**

**One (1) Grand Prize Awarded for the Qualification Period:** The eligible agency, agent, or individual producer that has generated bound workers' compensation and/or general liability policies during the

Qualification Period will receive one entry per bound workers' compensation and/or general liability policy.

Bound policies must be a result of new submissions of workers' compensation or general liability insurance policies to the Company ("New Business"), as determined by the Company. Additionally, to be eligible to win, the eligible agency, agent, or individual producer must submit and bind ten (10) new business (as defined below) workers' compensation and/or general liability insurance policies within the qualification period. After the tenth (10<sup>th</sup>) policy has been bound, the eligible agency, agent, or individual producer will earn ten (10) entries and one (1) entry for each new business policy bound thereafter.

The Company will declare the Grand Prize winner after holding a drawing on the second Friday of the month following the end of the qualification period. This Contest is only applicable to Florida eligible agencies, agents, and individual producers.

To qualify as New Business:

Each New Business submission must be submitted during the Qualification Period of April 1, 2019 through June 30, 2019 and not previously submitted prior to these dates.

Entries:

- 1) Eligible agencies, agents, or individual producers will receive ten (10) entries after the tenth new business policy is bound and then one (1) entry per bound workers' compensation and/or general liability policies thereafter.

#### **Prizes**

One (1) grand prize in total will be awarded for the corresponding qualification period. The Grand Prize includes one (1) Southwest Airlines gift card. Estimated Retail Value of each Grand Prize is \$500.00. The Company is not responsible for any service fees associated with the gift card. The Company is not responsible to provide any cash value in lieu of the gift card.

#### **Notice to Winners**

On the second Friday of the month following the qualification period at 4 p.m. EST, the Company shall hold a drawing from that qualification period's eligible entries. All entries will be tabulated at our Clearwater office by the Company and the winning Eligible Agencies (Individual Producer/Agent) will be contacted by phone. The Company will award the Grand Prize to the winning Producer following the end of the qualification period.

#### **Official Rules**

- 1) By participating in this Contest, each Agency, Agent, and Individual Producer accepts and agrees to be bound by these rules and by the decisions of the Company, which are final and binding on all matters relating to all aspects of the Contest and prizes.
- 2) Awards and participation are limited to Agencies, Agents and Individual Producers who meet the qualification requirements as described herein.
- 3) The Company reserves the right to interpret rules and award prizes based upon results according to Company records as of the completion of the qualification period.

- 4) There will be no substitution in the form of cash, compensation or other awards in lieu of the Grand Prize as described herein.
- 5) Any Eligible Agencies that do not represent the Company or whose debits to the Company are not current at the completion of the qualification periods will be disqualified and will not earn the Grand Prize. The Company reserves the right to modify or suspend the eligibility of an agency that is not "in good standing" as determined by the Company.
- 6) Agencies combining two or more Company agency codes for production performance will likewise be combined and considered a single entity for program production and awards.
- 7) The Company assumes no responsibility for advising the Agency, Agent or Individual Producer on any possible tax liability associated with the Contest award. Each Agent or Individual Producer qualifying for an award should consult a tax advisor regarding the treatment of the award for tax purposes. Any liability for taxes imposed on this award will be the responsibility of the award winner and not the Company. Due to the retail value of the Grand Prize award, the Agency, Agent or Individual Producer will not be provided a 1099 tax form for the value of the prize awarded.
- 8) The Company reserves the right to cancel, suspend or modify the Contest if any portion of the Contest is not capable of being completed as planned due to any reason including, but not limited to, unavailability of the prizes by the manufacturer, tampering, technical failures or other causes beyond its control. This right may be exercised at any time prior to the award announcement.
- 9) Before being declared a winner, the winner may be required to sign and return, within a stipulated period of time, a declaration of compliance with these Contest rules and a full liability and publicity release in forms satisfactory to the Company.
- 10) By accepting a prize, each winner consents to the use by the Company of his or her name, place of business, voice, statements, photographs, or other likenesses for publicity, advertising or informational purposes in any medium or format without further compensation or notice.
- 11) Except where prohibited by law, each Agency, Agent, and Individual Producer agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Clearwater, Florida. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Company in connection with the Contest, shall be governed by, and construed in accordance with, the laws of State of Florida, U.S.A. without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than State of Florida.