Polly "Battle for the Belt" Contest Official Rules

NO PURCHASE REQUIRED TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING.

Contest Eligibility. The Polly "Battle for the Belt" Contest ("Contest") is open to all natural persons who at the time of entry are legal residents of an Eligible State, at least 18 years old, have a valid account in *Polly for Dealers* (the "Platform"), and receive an email or SMS message indicating they are eligible to participate. Not all dealers and users are eligible. Void outside the USA, in Puerto Rico, and other U.S. territories and possessions. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law. "Eligible States" are all states except California, Delaware, Michigan, New York, Rhode Island, Virginia, Washington, and West Virginia.

Sponsorship. The Contest sponsor is Polly Insurance Agency, LLC. ("Sponsor"), located at 2300 St. George Road, Williston, VT 05495. Sponsor and its respective affiliates, subsidiaries, successors, assigns, agents, representatives, officers, directors, shareholders and employees, and any entity involved in the development, production, implementation, administration, or fulfillment of the Contest, including the immediate family members of such individuals, are not eligible to participate. Sponsor will conduct the Contest substantially as described in these Official Rules.

Entry Period. The Contest begins on June 1, 2023 at 12:00 a.m. ET and ends on August 31, 2023 at 11:59 p.m. ET ("Entry Period").

How to Enter. You will be automatically entered in the Contest when you earn Polly points by completing designated monthly activities. The activities for each month are shown here: <u>https://www.polly.co/battle-for-the-belt-points</u>.

To be eligible to win the Grand Prize, you must earn a minimum of 50 points in each month for June, July, and August.

All entries become the property of Sponsor and none will be acknowledged or returned.

Limitations on Entries. No third party entry or entry though any contest service is permitted. Any person who attempts, submits or otherwise encourages the entry of multiple or false contact information under multiple identities or uses any device or artifice to enter or encourage multiple or false entries, as determined by Sponsor, will be disqualified. Use of robotic entry devices is strictly prohibited.

Prizes: One Grand Prize will be awarded, as well as one prize in each region for June, July and August.

Grand Prize. One (1) Grand Prize of a \$1,000 (one thousand dollars) StubHub gift card and a Championship belt worth approximately \$150 will be awarded at the end of the Contest period to the eligible user on the Polly platform who has earned the most points during the Entry Period. Winner is solely responsible for any federal, state, and local taxes. Winner must provide Sponsor with a valid Social Security number or taxpayer identification number before prize will be awarded. A Form 1099 will be issued to Grand Prize Winner.

Monthly Prizes. At the end of each month during the Entry Period, the four entrants in each region with the most points in the month will receive a Gourmet Steak Pack from Omaha Steaks valued at approximately \$270 and Polly-branded merchandise valued at approximately \$135. A minimum of 50 points must be earned in the month to win a Monthly Prize for that month. For the purposes of this contest, the regions are:

West	Central	Southeast	Northeast
AZ	IL	AL	CT
СО	IN	GA	MA
OR	MO	FL	MD
TX	MN	NC	ME
UT	OH	SC	NH
	WI	TN	NJ
			PA
			VT

Prizes are non-transferable and no substitution is permitted. Each prize is awarded "as is" with no warranty or guarantee, either express or implied, by Sponsor.

Ties. If there is a tie for the Grand Prize winner or a Monthly Prize winner, the winner will be selected from the tied entries for the period based on the number of monthly activities completed. If there is still a tie, the winner will be selected based on the least amount of time to complete the activities. The drawing will take place within fifteen days from the end of the Entry Period at Sponsor's principal place of business. The drawing will be conducted by Sponsor, whose decisions and interpretations on all matters relating to the Contest and these Official Rules are final and binding in all respects. Sponsor reserves the right to disqualify any entrant or winner and may refuse to award a prize to a person who is not eligible or has violated a rule, gained unfair advantage in the Contest, or obtained winner status using fraudulent means. If there is a dispute about the identity of an entrant, prize will be awarded to the natural person to whom the email address is assigned by the internet service provider responsible for the domain associated with the submitted email address. If winner is found to be ineligible or not in compliance with the Official Rules, winner will be disqualified and an alternate winner will be awarded the prize in a separate random drawing. Winners will be notified by telephone. Inability of Sponsor to contact winner by telephone within seventy-two (72) hours after selection may result in disqualification of winner and alternate winner may be selected in a random drawing at Sponsor's discretion. Prize will be delivered to winner's email account or mailing address that is linked to their user account on the Platform. If prize is not accepted or otherwise declined by winner, then prize will be forfeited and another winner will be drawn.

Odds. The odds of winning will depend on the number of eligible entries received and the number of points earned by the Entrants.

WARNING: ANY ATTEMPT BY ANY PERSON, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER WITH, OR VANDALIZE ANY SPONSOR-OWNED WEBSITE OR MOBILE APPLICATION, THE ENTRY PROCESS, OR OTHERWISE INTERFERE WITH OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST, MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. **General Terms.** By entering the Contest, you promise to abide by the Official Rules and decisions of Sponsor, which will be final and binding in all respects. Sponsor reserves the right, at its sole discretion, to refuse, disqualify, or withdraw any entry at any time, and to cancel, terminate, modify, suspend, or extend the Contest. In the event of any termination or cancellation, Sponsor may select winners from among all eligible, non-suspect entries received prior to the termination or cancellation. Sponsor will not be responsible for any injury, damage, or loss of any kind arising out of your participation in the Contest or acceptance of any prize. YOU AGREE TO RELEASE, DISCHARGE, AND HOLD HARMLESS SPONSOR, ITS AFFILIATES, SUBSIDIARIES, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AND ASSIGNS FROM AND AGAINST ANY OR ALL CLAIMS, LOSSES, INJURIES, OR DAMAGES RESULTING FROM PARTICIPATION IN THE CONTEST. Except where prohibited by law, by accepting the prize, winner grants Sponsor a perpetual, worldwide, royalty-free license to use winner's name, photograph, voice, video recording and/or likeness without further authorization, compensation, or renumeration of any kind for advertising, promotion, and other publicity purposes in any and all media now or hereafter know throughout the world.

Winners must sign a release allowing Polly to use their name, photo, and any reviews or feedback regarding Polly for marketing purposes. This requirement does not apply to winners in Tennessee.

Governing Law. The Contest is administered from Sponsor's place of business in Vermont. All disputes concerning the construction, interpretation, validity, effect, and enforceability of these Official Rules will be governed by the laws of Vermont without regard to conflicts of laws provisions. Entrant (i) agrees that exclusive jurisdiction over any legal action arising out of or in connection with the Contest will be in state or federal courts located in or nearest to Williston, Vermont and by entering consents to such jurisdiction and venue; (ii) consents to resolve any such claims individually and without resort to class action; and (iii) agrees that all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorney's fees or punitive, incidental, consequential, or any damages other than actual out-of-pocket expenses.

Winners' Name. The names of the winners are available for 90 days following the close of the Contest.

For questions regarding this Contest or these rules, send an email to <u>legal@polly.co</u> or call 802-655-9000 (attention Legal).