PLYMOUTH ROCK ASSURANCE KANSAS CITY VS. PATRIOTS TICKET GIVEAWAY OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW.

1. How to Enter:

- (a) The <u>Plymouth Rock Assurance Patriots Ticket Giveaway</u> (the "Promotion") will begin on <u>November 7, 2019</u> and end on <u>Tuesday, November 19, 2019</u>. The Promotion is sponsored by Plymouth Rock Assurance Corporation, 695 Atlantic Avenue, Boston, MA 02111 (referred to herein as "Plymouth Rock").
- (b) To participate in the Promotion entrants can enter online at www.plymouthrock.com/PatsTickets and fill out an online electronic registration form (the "Entry") with complete name, phone number, and email address. Entrants can also enter by submitting their first name, last name, email address and phone number on the "Patriots Tickets" tab on Plymouth Rock's Facebook page at www.facebook.com/PlymouthRockAssurance. By participating you indicate your full and unconditional agreement to, acceptance of, these Official Rules. By providing your email address, you authorize Plymouth Rock to communicate with you regarding future promotional offers. You may opt out of this service at any time by clicking 'unsubscribe' within the email.

(c) One entry per person.

(d) Plymouth Rock is not responsible for late, lost, stolen, mangled, misdirected, incomplete, or illegible entries. Plymouth Rock is not responsible for technical or computer failures, errors or data loss of any kind, lost or unavailable Internet connections, or failed, incomplete, garbled or deleted computer or network transmissions, inability to access any Web site or on-line service, or any other error or malfunction, or late, lost, illegible or misdirected entries. Entry materials that have been tampered with or altered are void. If Plymouth Rock determines, in its sole discretion, that there is any suspected or actual electronic tampering with the Promotion or if technical difficulties compromise the integrity of the Promotion, Plymouth Rock reserves the right to void the entries at issue and/or terminate the Promotion and conduct a random drawing to award the prize among all eligible entries received as of the termination date. If the Promotion is terminated due to tampering or technical difficulties prior to its expiration date, notice will be posted on www.plymouthrock.com/PatsTickets and on the "Patriots Tickets" tab on Plymouth Rock's Facebook page at www.facebook.com/PlymouthRockAssurance. Plymouth Rock reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion for any reason at any time. Plymouth Rock reserves the right to disqualify any entrant that tampers with the operation of the Promotion or website or violates the Official Rules of the Promotion. Plymouth Rock's decisions in connection with this Promotion are final and binding.

By submitting an Entry, you agree to be bound by these Official Rules and the decisions of Plymouth Rock, which shall be final. In addition, you are subject to the

- "Plymouth Rock Assurance General Terms and Conditions" and Privacy Policy set forth on Plymouth Rock's web site. The Promotion is subject to federal, state, and local laws and regulations and is void where prohibited.
- (f) Each Entry is deemed made by holder of the e-mail address that is provided. The "holder" is the natural person who is assigned to the email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted e-mail address.
- (g) Odds of winning depend on number of eligible Entries.

2. <u>Eligibility Restrictions</u>:

- (a) No purchase or payment of any kind is necessary to enter or win. A purchase will not improve one's chances of winning.
- (b) The Promotion is open to all legal residents of the fifty (50) United States (including the District of Columbia) who are at least 18 years of age. Employees of Plymouth Rock, New England Patriots LLC, NPS LLC and their respective parents, affiliates, subsidiaries and advertising agencies and their immediate family members and persons living in the same household are ineligible to participate or win.
- (c) Participants are required to provide truthful information and Plymouth Rock will reject and delete any entry that it discovers to be false or fraudulent. Plymouth Rock will disqualify any entry from individuals who do not meet the eligibility requirements.

3. Prize:

One (1) Winner total. The odds of winning depend on how many eligible Entries are received.

- (a) The prize includes two (2) tickets to the New England Patriots game on December 8, 2019 at Gillette Stadium and two (2) passes to the Patriots Tailgate Party Presented by Bud Light. Plymouth Rock bears no liability if the winner is unable to attend on the designated date. **Total value of the prize is approximately \$450.00.**A total of one winner will be selected.
- (b) Prize can only be won after the Promotion has officially closed on Tuesday, November 19, 2019 at 11:59:59pm.
- (c) The prize will be mailed to the winner by Plymouth Rock. The winner assumes the risk of its arrival. Plymouth Rock is not responsible for the safe arrival of a prize.
- (d) The Promotion prize is not transferable. The Prize may not be substituted for or

- redeemed for cash. Plymouth Rock reserves the right to substitute a prize of comparable value.
- (e) TRANSPORTATION TO/FROM THE GAME, EVENT OR EXHIBITION AND LODGING NOT INCLUDED. All other expenses incurred by the winner and the winner's guest in connection with the receipt, ownership or use of the prize, and while preparing for, participating in, and/or traveling to any prize-related activity, are the responsibility of the winner, including, without limitation, food, beverages, and parking fees.

4. <u>Selection of Winner:</u>

- (a) Decisions of Plymouth Rock with respect to the Promotion are final.
- (b) A total of one (1) winner will be selected. Winner will be randomly selected by Plymouth Rock from all eligible entries on Wednesday November 20, 2019 at approximately 10:00am.
- (c) This is not a Promotion of skill.
- (d) Winner will be notified by phone and/or e-mail. If Plymouth Rock does not receive a reply from the winner by email within twenty-four (24) hours from the date the notice is sent or Plymouth Rock determines that the winner does not satisfy the eligibility requirements, then the prize will be forfeited by that person and an alternate entry will be selected to become the winner. If the winner does not return to Plymouth Rock any required documentation (if any) within twenty four (24) hours of receiving it from Plymouth Rock, then Plymouth Rock may deem the winner to have forfeited the prize and an alternate entry will be selected to become the winner. If the prize is returned to Plymouth Rock as undeliverable, the winner shall forfeit the prize and an alternate Entry will be selected by random drawing from among all remaining eligible Entries to become the winner.
- (e) In the event that the operation, security, or administration of this Promotion is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, Plymouth Rock may, in its sole discretion, either: (a) suspend the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Official Rules; or (b) award the prize based on the Entries received at the time of the impairment.

5. Conditions:

- (a) Payment of all federal, state and local taxes are the sole responsibility of the winner and the winner may be required to provide a completed and signed IRS Form W-9 and may receive an IRS Form 1099 or equivalent from Plymouth Rock.
- (c) By participating in the Promotion, the winner agrees to have their name, voice, or likeness used by Plymouth Rock in any advertising or broadcasting material relating to this Promotion, and to sign a publicity release, affidavit of eligibility and release of liability prior to acceptance of the prize. By accepting the prize, winner grants to Plymouth Rock the right to use the winner's name, voice, picture and/or

likeness for purposes of advertising and publicity in any and all media now known or hereafter invented, without further permission or additional compensation (except where prohibited by law). All expenses on receipt and use of prize are the sole responsibility of winner.

- (d) As a condition of entry, participants agree to release Plymouth Rock, New England Patriots LLC, NPS LLC, Facebook, and their respective owners, parents, affiliates, subsidiaries, from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses to persons and property which may be sustained in connection with the administration of the Promotion, the receipt, ownership or use of the prize, or while preparing for, participating in, and/or traveling to any prize-related activity.
- (e) Plymouth Rock makes no warranty, guaranty or representation of any kind concerning the prize and disclaims any implied warranty.
- 6. Plymouth Rock reserves the right to terminate this Promotion or modify these Official Rules for any reason by giving notice as deemed appropriate (in Plymouth Rock's sole discretion) on plymouthrock.com. Any changes to the Official Rules will become effective upon announcement. Should notice of termination be given, the program shall terminate immediately.
- 7. Plymouth Rock is not responsible for any typographical or other errors in the printing, the offering or the administration of the Promotion or in the announcement of the prize.
- 8. Failure to comply with these Official Rules may result in disqualification in the sole discretion of Plymouth Rock.
- 9. Failure of Plymouth Rock to enforce any term or condition of these Official Rules shall not constitute a waiver of that term or condition.
- 10. By participating in the Promotion you agree that any and all disputes, claims and causes of action arising out of, or connected with, this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Boston, Massachusetts, and under no circumstance will you be permitted to obtain awards for, and you hereby waive all rights to claim, punitive, incidental, consequential or any other damages, including, without limitation, attorney's fees or other such related costs of bringing a claim, or to rescind your agreement to these Official Rules or seek injunctive or other equitable relief. Any and all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Plymouth Rock in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without giving effect to any choice of law or conflict of law rules.
- 11. To obtain a copy of the Official Rules and/or winner's list, please write by **November 20, 2019** to:

Plymouth Rock Assurance Chiefs vs. Patriots Ticket Giveaway Official Rules

695 Atlantic Avenue Boston, MA 02111

This Promotion is in no way sponsored, endorsed, or administered by New England Patriots, LLC, NPS LLC, Facebook, or any other party, and any such inferences are hereby expressly disclaimed. If you participate in this Promotion you will be providing information to Plymouth Rock and not to New England Patriots LLC, NPS LLC, Facebook, or any other party. The information you provide will only be used as described in these Official Rules.

Plymouth Rock pays sponsorship fees to the New England Patriots for the use of its intellectual property. These fees are used for the general purposes of the New England Patriots. The New England Patriots do not employ or endorse agents, producers or brokers. The New England Patriots and its affiliates are not insurers.