

## **Sweepstakes Official Rules – 2019 American Family Insurance Fam Club Sweepstakes**

**NO PURCHASE, PAYMENT OF ANY KIND, OR INSURANCE QUOTE IS NECESSARY TO ENTER OR WIN. A PURCHASE, PAYMENT, OR QUOTE WILL NOT IMPROVE THE CHANCES OF WINNING. REQUESTING INFORMATION ABOUT INSURANCE PRODUCTS OR SERVICES WILL NOT INCREASE THE CHANCES OF WINNING.**

### **OPTIONAL COMMERCIAL COMMUNICATIONS**

Entrants have the option on the entry form to receive commercial communications from American Family Mutual Insurance Company, S.I. (“American Family”); however, choosing to receive such communications is not necessary to enter or win. If, at any time, you no longer wish to receive commercial or promotional emails from American Family please use the following link <https://www3.dncsolution.com/DNEsolution/OptOutCode/OptOut.aspx?el=5>. American Family’s privacy policy is posted at <http://www.amfam.com/security/privacy.asp>.

### **SPONSOR**

American Family Mutual Insurance Company, S.I. and its Subsidiaries, 6000 American Parkway, Madison, WI 53783

### **ADMINISTRATOR**

This Sweepstakes is administered by American Family’s Company’s Communications Department (“Administrator”). The Administrator is responsible for the collection, submission and processing of entries and the overall administration and execution of the Sweepstakes. Entrants should look solely to Administrator with any problems related to the Sweepstakes. To contact the Administrator please email your questions or comments to: [eventquestions@amfam.com](mailto:eventquestions@amfam.com). To help us properly identify your email please enter “2019 American Family Fam Club Sweepstakes” in the Subject line.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook or Twitter.

**ELIGIBILITY** This Sweepstakes is open to legal residents of the fifty United States (excluding NY, RI, and FL) who are age 21 or older. The following are not eligible: employees, contractors, directors and officers of American Family, the NFL Entities (as defined below), and each of their respective parent, subsidiaries and affiliated companies, distributors, web design, advertising, and the immediate family members of each (spouse, parent, child, sibling, grandparent, and spouse or “step” of each) and those living in their same households (those persons whether related or not who live in the same residence for at least three months during the twelve-month period preceding the start date of the competition).

## **METHOD OF ENTRY & ENTRY PERIOD**

To enter, during the Entry Period a) visit [www.amfam.com/seahawks](http://www.amfam.com/seahawks) (the "Web Site") to complete the entry form or b) complete the digital form onsite at Seattle Seahawks home games at the American Family Insurance booth in Touchdown City at CenturyLink Field stadium. Entrants will include name (first and last), address, city, state, phone number, and email in the entry form.

The Sweepstakes commences at 12:01 AM CST on 9/1/19 and ends at 11:59 PM CST on 12/15/19. Entries must be received no later than 11:59 PM CST on 12/15/19.

Entrants may enter the Sweepstakes only one (1) time. No substitutes for the official entry form may be used to enter the Sweepstakes, and Sponsor **\*\*will not accept entries\*\*** by U.S. Mail, email, fax, or any other way other than the methods listed above. Neither Sponsor nor Administrator are responsible for printing or typographical errors in any Sweepstakes-related materials, or any stolen, late, misdirected, lost, damaged, delayed, incomplete, or illegible entries. Entries will be deemed made by the holder of the entrant's email account.

In the event of a dispute over who submitted a winning online entry, the authorized subscriber of the mobile phone or email account, as applicable, used to participate in the Sweepstakes at the actual time of entry, will be deemed to be the entrant. The authorized account subscriber is defined for mobile phone entries as the natural person whose name the mobile phone was issued to and to whom the services are billed, and the authorized account subscriber is defined for online entries as the natural person who is assigned an email address by an Internet access provider, online service provider or other organization (e.g. business, education, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Proof of submitting a device entry or online entry is not considered proof of delivery or receipt by the Sponsor.

## **DISCLAIMER**

The Sponsor, Internet server(s), Internet and cellular telephone access provider(s), and each of their respective affiliates, subsidiaries, parent corporations and advertising and promotional agencies (including Engine Shop II, LLC), and all of their officers, directors, shareholders, employees and agents (collectively, "Releasees") are not responsible for any incorrect or inaccurate text messaging or entry information: human error: technical malfunctions: failures, omissions, interruption, deletion or defect of any telephone/cellular network, computer online systems, computer equipment, servers, providers, or software including any injury or damage to participant's or any other persons cell phone device relating to or resulting from participation in this Sweepstakes; inability to submit or access any text message; theft, tampering, destruction or unauthorized access to, or alteration of entries: entries that are processed late or incorrectly or are incomplete or lost due to cellular device, computer or electronic malfunction or traffic congestion on the Internet or any web site and/or cellular telephone lines: printing or other errors; or theft or destruction or corruption of entries. Proof of submitting an entry is not considered proof of delivery or receipt. Illegible and incomplete entries will be disqualified. All entries become property of Sponsor and will not be returned. False and/or deceptive entries or acts shall render entrant's ineligible.

If, for any reason, the Sweepstakes is not capable of running as planned, including, without limitation, changes in the Sponsor's on-air programming, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes, the Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes. Should the Sweepstakes be terminated prior to the stated expiration date, notice will be posted on the Web Site and the Prizes may be awarded to potential Winners to be selected from among all applicable Eligible Entries received up until and or after (if applicable) the time of modification, cancellation or termination or in a manner that is fair and equitable as determined by the Sponsor. All interpretations of these Official Rules and decisions by the Sponsor are final. No software-generated, robotic, programmed, script, macro or other automated online entries are permitted and will result in disqualification of all such entries. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to have tampered with the entry process or the operation of this Sweepstakes; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or to have provided inaccurate information on any legal documents submitted in connection with this Sweepstakes. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. THE WISCONSIN COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE SWEEPSTAKES AND THE LAWS OF THE STATE OF WISCONSIN SHALL GOVERN THE SWEEPSTAKES. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS.

**By entering the Sweepstakes, entrants affirm that they have read and accepted these Official Rules**

### **CONDITIONS**

The Sweepstakes is subject to all applicable federal, state, local laws and regulations. Void where prohibited or restricted by law. Sponsor's decisions are final and binding on all matters relating to Sweepstakes. By participating in this Sweepstakes, entrants agree to be bound by these Official Rules and by the interpretations of these Official Rules by the Sponsor and by the decisions of the Sponsor. Participation in Sweepstakes and acceptance of prize constitutes each winner's permission for Sponsor and the NFL Entities (as defined below) to use his/her name, address (city and state only), likeness, photograph, picture, portrait, voice, biographical information, and/or any statements made by each Winner regarding the Sweepstakes or Sponsor for advertising or promotional purposes without notice or additional compensation. Please read the Privacy Policy for more information about information collection and use practices found at (<http://www.amfam.com/security/privacy.asp>).

### **WINNER SELECTION/NOTIFICATION**

There will be one (1) grand prize winner (the "Winner"). The Winner will be selected by random drawing on or about 12/16/19 from eligible entries received. The Winner need not be present to win. Limit one prize per person, family, or household.

The Sponsor will make up to (2) attempts over the twenty-four (24) hour period following the Winner's selection to contact the potential winner by telephone or email. If a potential winner cannot be reached during the twenty-four (24) hour period in which he/she is emailed and/or called (no messages will be left on answering machines or voicemail systems), if any prize or prize notification is returned as undeliverable or, if any winner rejects his/her prize, or in the event of noncompliance with these rules, such prize will be forfeited and an alternate Winner will be selected at random from among all remaining applicable Eligible Entries received if time permits in Sponsor's sole discretion. Upon prize forfeiture, no compensation will be given.

### **WINNER VERIFICATION**

Winner must prove eligibility, including, without limitation, proof of age and residence within three (3) days of being notified as a potential Winner. In the event of non-compliance by a potential Winner, if he/she is found to be ineligible, if he/she cannot or does not comply with these Official Rules or if his/her Prize (hereinafter defined) or Prize notification is returned as undeliverable, such potential Winner shall be disqualified and all privileges otherwise due as a Winner shall be terminated and an alternative potential Winner may be chosen from among all of the remaining Eligible Entries received if time permits in the Sponsor's sole discretion. Each potential Winner must sign within three (3) days of receipt of such documents from the Sponsor.

- (a) An affidavit of eligibility and release of American Family Mutual Insurance Company, S.I. and their respective officers, directors, employees, agents, members, affiliated companies and subsidiaries, from any and all liability, loss, claims, demands and causes of action for personal injury and/or damage, theft, loss or any other harm suffered in connection with this Sweepstakes or the use/misuse or acceptance of any prize or any portion thereof to be eligible for a Prize
- (b) All individuals who are accompanying the Winner will be required to execute and return a Release of Liability to the Sponsor prior to ticketing (unless the attendee is a minor in which case the minor's parent/legal guardian shall execute the release on his/her behalf); and
- (c) Except where prohibited by law, a promotional release granting Sponsor, Engine Shop II, LLC and the NFL Entities (as defined below) the right to use their name and likeness, photograph, picture, portrait, voice, biographical information, and/or any statements made by each Winner regarding the Sweepstakes, Sponsor, or American Family for advertising or promotional purposes without notice or additional compensation.

Entry into this Sweepstakes constitutes agreement to sign such releases. Each potential Winner also must acknowledge that the Sponsor has not and will not obtain or provide insurance of any kind relating to the Prize and that each potential Winner will be responsible for obtaining and paying for any property or other form of insurance relating to the Prize. Each potential Winner must also complete any additional legal documents provided by the Sponsor (or third party on its behalf, if applicable) with respect to the Prize and return them as instructed within the timeframe specified by the Sponsor or the potential Winner may forfeit Prize at the Sponsor's sole discretion. The Sponsor expressly reserves the right to delay the announcement of the Winners for creative or technical reasons or for any other reason the Sponsor deems necessary.

### **PRIZE**

One (1) grand prize winner ("Winner") will win an All Access Game Day Experience package including:

- four (4) Club-level tickets to the Seattle Seahawks home game on December 29, 2019 (the "Game")
- four (4) pre-game sideline passes for the Game
- a tour of CenturyLink Field before or after the Game
- an opportunity to be part of the flag raising alongside a Seahawks Legend at the Game from "inside the ropes" (subject to the Seahawks' sole discretion)
- Seahawks Legend "meet and greet" at Touchdown City (subject to the Seahawks' sole discretion)
- access to the post-game press conference at the Game (subject to the Seahawks' sole discretion)
- transportation and lodging
- Seahawks memorabilia
- a \$500 gift card

Total Approximate Retail Value ("ARV"): \$4,000.00

Odds of winning depend on the total number of eligible entries received. The ARV is subject to change based on current market conditions at time of Prize fulfillment. Any difference between the ARV and the actual value, if any, will not be awarded. Arrangements for the fulfillment of the Prizes will be made by the Sponsor. The dates for the fulfillment of the Prizes will be on or around 12/29/19, subject to programming requirements or scheduling and such dates are subject to change in the Sponsor's sole discretion.

If Winner is not available to travel on the dates specified, Sponsor may, in its sole discretion, terminate Winner privileges, and an alternative Winner will be selected from the remaining Eligible Entries. Winner and Guests must travel on the same itinerary. Sponsor will determine the airline and hotel in its

sole discretion. Travel restrictions, conditions and limitations may apply. Winner and Guest must possess valid travel documents in order to travel. Travel arrangements are subject to availability and must be roundtrip. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels or other transportation companies or any other persons providing any of these services and accommodations necessitated by same. Sponsor shall not be liable for any loss or damage to baggage. All travel dates are subject to change in Sponsor's discretion. If for any reason the Game is delayed, cancelled or postponed, the Sponsor reserves the right, but is not obligated, to cancel or modify the sweepstakes in its discretion and shall award a substitute prize of equal or greater value, which may include, but is not limited to, a cash prize equivalent to the ARV of the trip portion of the Prize as set forth in these Official Rules.

Winner's companions must be 18 years of age or older, unless traveling with a parent or guardian. The Winner is solely responsible for obtaining any and all necessary travel documents (e.g. valid photo ID, credit card, etc.) before departure. Sponsor will not be responsible for any failure by the Winner and/or the Winner's companions to attend due to flight or travel mishaps or delays. The Seattle Seahawks vs. Arizona Cardinals game date and time are determined in the sole discretion of those entities responsible as hosts of the Game, as applicable, and may be subjected to change. The terms and conditions of the tickets awarded as prizes will govern in the event a legal game, as defined by the Game, is not played due to whether an act of God, an act of terrorism, civil disturbance or any other reason. The Prize is non-transferable and non-assignable, with no cash redemptions or substitutions except at Sponsor's sole discretion in which case a prize of equal or greater value may be awarded. The Sponsor will not be responsible for Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation of the Game.

The Winner and his/her guests and/or family members must travel together on the same itinerary and a minor may not attend the game unless accompanied by his/her parent/legal guardian. All travelers will be required to execute and return a Release of Liability to the Sponsor prior to ticketing (unless the attendee is a minor in which case the minor's parent/legal guardian shall execute the release on his/her behalf).

### **GENERAL PRIZE TERMS**

All costs and expenses not specifically listed above are solely each Winner's responsibility. The value of the Prize will be taxable to each Winner as income. Each Winner must supply the Sponsor with his/her social security number for tax purposes. An IRS Form 1099 will be issued in the name of each Winner for the actual value of the Prize received. Upon entry into the sweepstakes, the Winner (as well as all other entrants) is required to comply with any and all applicable federal, state, and local laws, rules and regulations. All federal state and local taxes, and any other costs not specifically provided for in these Official Rules, including but not limited to, meals, parking, additional transportation, gratuities and other expenses incurred by accepting the prize, are solely each Winner's responsibility. The Sponsor shall have no responsibility or obligation to a Winner or potential Winner who is unable or unavailable to accept or utilize Prize as described herein.

## LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT YOU SHALL HAVE NO RIGHT TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, ADVERTISING, PROMOTION, DISTRIBUTION OR EXPLOITATION OF THE SWEEPSTAKES OR SPONSOR IN NO EVENT WILL FACEBOOK, TWITTER, SPONSOR, ADMINISTRATOR, ENGINE SHOP II, LLC, OR THEIR PARENTS, AFFILIATES, SUBSIDIARIES, AND RELATED COMPANIES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASES") BE RESPONSIBLE FOR ANY CLAIMS, ACTIONS, DEMANDS, LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE, ARISING OUT OF YOUR PARTICIPATION IN THE SWEEPSTAKES, THE ACCEPTANCE, POSSESSION, USE, MISUSE, LOSS OR MISDIRECTION OF THE PRIZE, PARTICIPATION IN ANY SWEEPSTAKES RELATED ACTIVITIES OR ACCESS TO AND USE OF ANY INTERNET SITE. ENTRANTS AGREE TO RELEASE, DEFEND, INDEMNIFY, DISCHARGE AND HOLD HARMLESS THE SPONSOR AND ADMINISTRATOR FROM ANY SUCH CLAIMS, ACTIONS, DEMANDS, LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION FROM ANY DAMAGE, INJURY, DEATH, LOSS OR OTHER LIABILITY EITHER AT LAW OR EQUITY WHETHER KNOWN OR UNKNOWN, ASSERTED OR NOT ASSERTED THAT MAY ARISE FROM OR IN ANY WAY RELATE TO YOUR PARTICIPATION IN THE SWEEPSTAKES OR THE AWARDING, ACCEPTANCE USE OR MISUSE OF ANY PRIZE WITHOUT LIMITING THE FOREGOING, THE SWEEPSTAKES, THE PRIZE AND MATERIALS ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES. SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

The National Football League, its member professional football clubs (including Football Northwest LLC d/b/a the Seattle Seahawks), NFL Ventures, Inc., NFL Properties LLC, NFL Enterprises LLC, NFL Productions LLC and NFL International LLC and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives and employees (collectively, the "NFL Entities") will have no liability or responsibility for any claim arising in connection with participation in this promotion or any prize awarded. The NFL Entities have not offered or sponsored this promotion in any way.

**Disputes:** *Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court, Western District of Wisconsin, or Dane County Circuit Court of Madison, Wisconsin; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering any Sweepstakes, but in no event attorneys' fees. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Administrator in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Wisconsin, without giving effect to any choice*

*of law or conflict of law rules (whether of the State of Wisconsin or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Wisconsin.*

**WINNERS LIST**

For a list of winners, mail a self-addressed stamped envelope to Sponsor at:

American Family Mutual Insurance Company, S.I.

Partnerships Team

RE: 2019 American Family Insurance Fam Club Sweepstakes

6000 American Parkway

Madison, WI 53783