

## FAM CLUB/FAM COMMUNITY PROGRAM TERMS AND CONDITIONS

### I. General Information

These Terms and Conditions apply to access and participation in the American Family Insurance Fam Club/Fam Community Program (aka American Family Insurance Fam Community) (the "Fam Club" and/or "Fam Community"), which is operated by American Family Mutual Insurance Company, S.I., ("American Family").

**NO PURCHASE, PAYMENT OF ANY KIND, OR INSURANCE QUOTE IS NECESSARY TO ENROLL IN THE FAM CLUB/FAM COMMUNITY. A PURCHASE, PAYMENT, OR QUOTE WILL NOT IMPROVE THE CHANCES OF WINNING ANY ASSOCIATED SWEEPSTAKES. REQUESTING INFORMATION ABOUT INSURANCE PRODUCTS OR SERVICES WILL NOT IMPACT FAM CLUB MEMBERSHIP OR INCREASE THE CHANCES OF WINNING ANY ASSOCIATED SWEEPSTAKES.**

American Family may amend or modify these Fam Club/Fam Community Terms and Conditions at any time with or without notification to Fam Club/Fam Community Members, and continued participation in Fam Club/Fam Community constitutes acceptance by the participating Fam Club/Fam Community Member ("Member") of these Terms and Conditions and any such amendments or modifications. Fam Club/Fam Community Members are responsible for reviewing, understanding, and abiding by these Terms and Conditions and any such changes.

### II. Membership

**Program Eligibility:** Participation in the Fam Club/Fam Community is open to American Family customers and non-customers. To be eligible, individuals must:

- be a legal United States resident and comply with the residency requirements set forth below;
  - Seahawks Fam Club members must reside in any U.S. state, except for RI, NY and FL.
  - UW Badger Fam Club members must reside in one of the following states: AZ, CO, GA, IA, ID, IL, IN, KS, MN, MO, ND, NE, NV, OH, OR, SD, UT, WA & WI
  - Colts Fam Club members must reside in one of the following states: AZ, CO, GA, IA, ID, IL, IN, KS, MN, MO, ND, NE, NV, OH, OR, SD, UT, WA & WI
  - Packer Fam Community members must reside in one of the following states: AZ, CO, GA, IA, ID, IL, IN, KS, MN, MO, ND, NE, NV, OH, OR, SD, UT, WA & WI
  - Falcon Fam Club members must reside within 75 miles of Mercedes-Benz Stadium
- be age 21 or older; and
- enroll in the Fam Club/Fam Community digitally via one of the following websites:
  - [www.amfam.com/badgers](http://www.amfam.com/badgers)
  - [www.amfam.com/colts](http://www.amfam.com/colts)
  - [www.amfam.com/packers](http://www.amfam.com/packers)
  - [www.amfam.com/seahawks](http://www.amfam.com/seahawks)
  - [www.amfam.com/falcons](http://www.amfam.com/falcons)

**III. Enrollment:** Enrollment in the Fam Club/Fam Community is free. Members have the option on the enrollment form to receive commercial communications from American Family; however, choosing to receive such communications is not necessary to enroll in the Fam Club/Fam Community or win any associated sweepstakes. 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>.

## **VI. Member Communications**

By becoming a Member, Members agree to receive administrative communications regarding Fam Club/Fam Community from American Family via print, email, cellular device and other means.

If at any time a Member no longer wishes to receive marketing or promotional messages from American Family please click the "Unsubscribe" link included in these emails. However, American Family may continue to send the Member program-related administrative communications, such as transaction history, account statements and other program notifications.

## **VII. Intellectual Property**

Members recognize and acknowledge American Family's exclusive ownership of its Intellectual Property. For purposes of these Terms and Conditions, Intellectual Property means trademarks, service marks, trade dress, logos, trade names, internet domain names and corporate names, together with all translations, adaptations, derivations and combinations thereof, and all other identifying indicia; all works of authorship and copyrights; all inventions (whether patentable or not patentable) and all patents; all trade secrets and confidential business information; all software and firmware (including data, databases and related documentation); and all documents, records and files relating to all intellectual property described herein. Members will not claim, directly or indirectly, any right, title or interest in or to American Family's Intellectual Property, or take any other action adverse to American Family's right or interest in its Intellectual Property.

## **VIII. Miscellaneous**

Except where prohibited by law, participation in the Fam Club/Fam Community constitutes each Member's permission for American Family to use their name and likeness, photograph, picture, portrait, voice, biographical information, and/or any statements made by each Member regarding the Fam Club/Fam Community or American Family for advertising or promotional purposes without notice or additional compensation. Information provided by Members will be handled according to the American Family Security and Privacy Policy at <http://www.amfam.com/security/privacy.asp> as if all Members are American Family customers and as pertaining only to information sharing practices. American Family uses personal information collected in conjunction with registration and/or participation in the Fam Club/Fam Community and may share this information with third parties for the purpose of providing Members with services, information or promotional opportunities that may be of interest to Members from American Family and such third parties and for advertising products and services on third-party sites.

These Terms and Conditions do not alter in any way the terms or conditions of any other agreement Members may have with American Family for products, services or otherwise.

American Family is not responsible for communications and account information lost due to change of contact information.

American Family reserves the right to change, modify and/or eliminate Fam Club/Fam Community and/or these Terms and Conditions or any policy or guideline pertaining to Fam Club/Fam Community at any time and in its sole discretion without notice to Members. Any changes or modifications will be effective immediately upon posting the revisions to the Fam Club/Fam Community website, and Members waive any right they may have to receive specific notice of such changes or modifications.

## **IV. Disclaimer**

American Family and each of its affiliates, subsidiaries, and advertising and promotional agencies, and all of their officers, directors, shareholders, employees and agents (collectively, "Releases") are not responsible for: any incorrect or inaccurate text messaging or entry of information; human error; technical malfunctions; failures,

omission, interruption, deletion, or defect of any telephone network, computer online systems, computer equipment, servers, providers, or software, including any injury or damage to Member's or any other person's cell phone device relating to or resulting from participation in Fam Club/Fam Community; inability to submit or access any email or text message; theft, tampering, destruction, or unauthorized access to, or alteration of Member emails or texts; emails or texts that are processed incorrectly or are incomplete or lost due to cellular device, computer or electronic malfunction or traffic congestion on the Internet or on any web site, and/or cellular telephone lines; printing or other errors; or theft or destruction or corruption of emails or texts.

If, for any reason, Fam Club/Fam Community is not capable of running as planned, including, without limitation, amendment and/or adoption of new or existing laws and/or regulations regarding the administration, operation or any other aspect of Fam Club/Fam Community in any jurisdiction, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of American Family which corrupts or affects the administration, security, fairness, integrity or proper conduct of Fam Club/Fam Community, American Family reserves the right in its sole discretion to cancel, terminate, modify or suspend Fam Club/Fam Community. Should Fam Club/Fam Community be terminated pursuant to this paragraph, notice will be posted on the Fam Club/Fam Community website. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF FAM CLUB/FAM COMMUNITY IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, AMERICAN FAMILY 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 FAM CLUB/FAM COMMUNITY AND THE LAWS OF THE STATE OF WISCONSIN SHALL GOVERN THE FAM CLUB/FAM COMMUNITY PROGRAM. EACH MEMBER WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS.

#### **X. Costs**

*All costs and expenses not specifically included as part of the Fam Club/Fam Community membership experience are solely each Member's responsibility. The value of any experience redeemed or sweepstakes won will be taxable to each Member as income. Each Member who receives an experience, wins a sweepstakes or combination of an experience and sweepstakes, exceeding a value of \$599 in any given tax year will be required to provide American Family a completed W-9 form for tax purposes. An IRS form 1099 will then be issued in the name of that Member by January 31<sup>st</sup> of the year following the year the Member received such experience and/or wins a sweepstakes exceeding \$599. Upon entry into Fam Club/Fam Community, the Member 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 Terms and Conditions, including expenses incurred by accepting an experience, are solely each Member's responsibility. American Family shall have no responsibility or obligation to a Member who is unable or unavailable to accept or utilize an experience as described herein.*

#### **XI. Limitations of Liability**

EACH MEMBER UNDERSTANDS AND AGREES THAT HE OR SHE SHALL HAVE NO RIGHT TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, ADVERTISING, PROMOTION, DISTRIBUTION OR EXPLOITATION OF FAM CLUB OR AMERICAN FAMILY. IN NO EVENT WILL AMERICAN FAMILY, OR ITS, AFFILIATES, SUBSIDIARIES, AND RELATED COMPANIES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASEES") 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 A MEMBER'S PARTICIPATION IN FAM CLUB/FAM COMMUNITY, THE ACCEPTANCE, POSSESSION, USE, MISUSE, LOSS OR MISDIRECTION OF A REWARD, PARTICIPATION IN ANY FAM-CLUB-RELATED ACTIVITIES OR ACCESS TO AND USE OF ANY INTERNET SITE. MEMBERS AGREE TO RELEASE, DEFEND, INDEMNIFY, DISCHARGE AND HOLD HARMLESS AMERICAN FAMILY 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 A MEMBER'S PARTICIPATION IN FAM CLUB/FAM COMMUNITY OR THE AWARDING, ACCEPTANCE, USE OR MISUSE OF ANY REWARD. WITHOUT LIMITING THE FOREGOING, FAM CLUB/FAM COMMUNITY, THE REWARDS 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.