

# WPS Cares Community Brand Value and Communication Survey 2021 Drawing

## Official Rules

April 15, 2021

### Abbreviated Rules:

- 1) Complete the WPS Cares Community Brand Value and Communication Survey 2021
- 2) One Winner will be selected to win a \$50 gift card

### Prizes:

- Amazon Gift Card
- Approximate Retail Value (ARV) of each prize is \$50

NO PURCHASE IS NECESSARY TO ENTER OR WIN. OFFER VOID WHERE PROHIBITED OR RESTRICTED BY LAW. By submitting an entry, you agree to be bound by these rules and represent that you satisfy all eligibility requirements.

**1. ELIGIBILITY:** No purchase necessary to enter or win. The WPS Cares Community Brand Value and Communication Survey 2021 Drawing (the "Contest") is open to Wisconsin residents over the age of 18. Employees and other representatives of Wisconsin Physicians Service Insurance Corporation ("WPS") or its affiliates, distributors, advertising and promotion agencies, and members of each of their immediate families are not eligible to enter or win. Offer is void where prohibited or restricted by law.

**2. TIMING:** The Contest begins on April 15, 2021, at 8:00 a.m. CT and ends on April 21, 2021, at 11:59 p.m. CT (the "Promotion Period") and consists of one (1) prize at the end of the promotion period. All entries must be received by April 21, 2021 at 11:59 p.m. CT, regardless of method of entry. One Grand Prize Winner will be selected and notified on April 26, 2021. Prizes will be shipped the week of April 26, 2021.

**3. HOW TO ENTER:** During the Promotion Period, you may enter the Contest:

- Complete the WPS Cares Community Brand Value and Communication Survey 2021. One (1) Grand Prize Winner will be randomly drawn after the conclusion of the Contest.

Entries will not be accepted by mail. All entries must be received April 21, 2021, at 11:59 p.m. CT. No entry will be eligible to win if it is received by WPS after the April 21, 2021, deadline.

Limit one (1) entry per person during the Promotion Period. Any attempt by the entrant to obtain more than the stated number of entries by using multiple/different accounts, identities, registrations, profiles, and logins, or any other methods, will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute regarding the identity of an online entrant, online entries will be deemed to have been made by the authorized account holder of the email address or social media account submitted at the time of entry. The "authorized account holder" is the natural person who is assigned to the email address or social media account by the internet access provider, online service provider, or other organization (such as a business or educational institution) responsible for assigning email addresses or social media accounts. WPS may, at any time and in its sole discretion, require proof that you are the authorized account holder of your email account or WPS Cares Community account. WPS reserves the right, at its discretion, to disqualify any entry that does not comply with these rules or to disqualify any individual (and all of his or her entries) who tampers with the entry process.

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**4. PHOTOS:** When you provide photographs (including any metadata associated with such photographs, including but not limited to location information), text, profile information, or any other materials (collectively, "Content") to WPS, you understand that such Content may be publicly viewable and you allow others to access, use, and share such Content. For purposes of clarification, Content also includes any profile information you allow WPS to access from third-party social media platforms (such as Facebook) in accordance with the authorization procedures determined by the platform.

You represent and warrant that you (a) own and control all rights, title, and interest in and to the Content you submit, or that you otherwise have all rights, permissions, and consents necessary to post and use such Content in connection with the WPS Cares Community drawing (including, but not limited to, the right to use names, images, and likenesses of any third party referenced or appearing in the Content) and (b) have all rights necessary to provide WPS and its affiliates, agents, representatives, licensees, and assigns (collectively, "Wisconsin Physicians Service Insurance Corporation" ("WPS")) with the license and rights set forth below.

You represent and warrant that the photographs you submit will only portray the theme of the WPS Cares Community Brand Value and Communication Survey 2021 Drawing. You agree that you will not submit Content that:

1. infringes any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of another;
2. includes material that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, violent, harassing, threatening, abusive, inflammatory, fraudulent, or otherwise objectionable;
3. displays, describes, or encourages the use of a product or service that could be offensive, inappropriate, or harmful to WPS or any other person or depicts the use of a product in a manner that is contrary to any instruction or warnings relating to the product;
4. impinges upon or violates the publicity, privacy, or data protection rights of others; or makes or includes false or misleading statements, claims, or depictions about a person, company, product or service.

WPS reserves the right to disqualify submissions of entry at any time during the promotion period for not meeting the above guidelines.

**5. SELECTION OF WINNERS:** A WPS employee will randomly select the one (1) Grand Prize Winner at its offices in Monona, Wisconsin, on or about April 26, 2021, based on the following criteria: 1) Complete the WPS Cares Community Brand Value and Communication Survey 2021.

WPS reserves the right, at its discretion, to disqualify any entry that does not comply with these rules or to disqualify any individual (and all of his or her entries) who tampers with the entry process.

Potential winners will be notified by email. If the winner is unreachable or ineligible or fails to claim his or her prize within five (5) days after the winners are contacted, such winner will forfeit his or her prize, and the prize may be awarded to another winner, at WPS' discretion. Unless prohibited by applicable law, the winner may be required to sign and return an affidavit of eligibility and/or release of liability and publicity before being awarded a prize. If the winner does not execute such an affidavit or release upon request, his or her prize shall be forfeited and may be awarded to an alternate winner. In the event that a potential winner is disqualified for any reason, WPS will award the prize to an alternate winner by random drawing from among the remaining applicable eligible entries. Prizes will be fulfilled throughout the Promotion Period. Prizes are nontransferable.

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**6. PRIZES:** One (1) total winner will be awarded one (1) \$50 Amazon gift card at WPS' discretion.

Approximate Retail Value (ARV) of each prize will be \$50. Prize is nontransferable and may not be redeemed for cash. ALL FEDERAL, STATE, AND LOCAL TAXES AND FEES ASSOCIATED WITH THE RECEIPT OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE INDIVIDUAL WINNER. No substitution or transfer of prizes shall be allowed, except that WPS reserves the right to substitute prizes of equal or greater value. Limit one (1) prize per person. Total ARV of all prizes will be \$50.

Generally, the cash value of a giveaway must be reported on a tax return as taxable income. This is not legal advice. Please consult a tax adviser or attorney for more information.

**7. GENERAL RELEASE:** By entering the Contest and/or accepting any prize, each entrant and/or winner releases WPS and its affiliates and related companies and each of their respective officers, directors, employees, agents, and other representatives from any liability whatsoever for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Contest, with the acceptance, possession, or use of any prize (including without limitation, claims, costs, injuries, or losses related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light).

**8. CONSENT:** You hereby grant to WPS a nonexclusive, royalty-free, worldwide, perpetual, irrevocable, and fully sublicensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and publicly display the Content you submit, in whole or in part, on WPS' website, catalog, and on third-party sites for any purpose, including for promotional and publicity purposes. For purposes of clarification and not limitation, this license includes, and you expressly consent to, WPS' right to use and publicly display your name, image, likeness, and persona.

**9. LIMITATION OF LIABILITY:** WPS, its affiliates, and their respective representatives are not responsible or liable for any entry or other communication which is lost, late, damaged, illegible, incomplete, postage due, or stolen. If, for any reason (including without limitation, tampering, fraud, technical failures, or human error), the Contest cannot be conducted as planned, WPS reserves the right in its discretion to cancel, terminate, modify, or suspend the Contest.

**10. PRIVACY POLICY:** Information collected from entrants is subject to WPS' Privacy Policy.

**11. MISCELLANEOUS:** Entrants agree to be bound by these rules and by the decisions of WPS, which are final and binding in all respects. WPS reserves the right to change these rules or cancel the Contest at any time, at its discretion.

