Deadline to enter the contest is November 1, 2018 at 11:59 p.m. Central.

Photos from contest events may be featured on the Oklahoma Insurance Department and partner agencies websites and social media accounts.

NO PURCHASE NECESSARY. Before you enter the contest, please read our complete photo contest rules.

Thank you and good luck!

OFFICIAL CONTEST RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.

By entering this Promotion, entrants accept and agree to be bound by these Official Rules. Any violation of these rules will result in disqualification. All decisions regarding this Promotion are final and binding in all respects.

- 1. **PROMOTION PERIOD.** Promotion begins at 12:01 a.m. Central Time on Wednesday, August 1, 2018 and ends at 11:59 p.m. Central Time on Thursday, November 1, 2018 ("Promotion Period"). All entries must be received by the end of the Promotion Period.
- 2. **ELIGIBILITY.** This contest (the "Promotion") is only open to students currently enrolled at an Oklahoma high school; and not including any party associated with the development or administration of this Promotion, and the immediate family and persons residing in the same household, as such individuals.
- 3. **HOW TO ENTER.** Complete the pledge form with first and last name along with high school name at <u>justdrive.oid.ok.gov</u>. One entry per student.
- 4. **WINNER SELECTION AND NOTIFICATION.** Winning schools will be named after November 1, 2018. One school per class division will be named the winner based on the highest number of pledges made. All winning schools will be announced by December 31, 2018.

Each winning school will be notified by the Sponsor. If a winner: (i) cannot be contacted; (ii) does not respond within seven (7) days from the date the Sponsor first tries to notify the school; (iii) refuses the prize; and/or (iv) the prize or prize notification is returned as undeliverable, such potential winner forfeits all rights to win the Promotion or receive the prize, and an alternate winner will be selected. Upon contacting a winner, that school will be declared the "winner" of the Promotion.

5. **PRIZES.** The winning PRIZES are chosen at Sponsor's discretion and can be featured on the Oklahoma Insurance Department and partner agencies websites, Facebook and Twitter pages, and emails.

- 6. **TAXES.** All federal, state and/or local income and other taxes, if any, are the winner's sole responsibility.
- 7. **OWNERSHIP AND LICENSE.** All entry materials become the property of the Sponsor and will not be acknowledged or returned.
- 8. **NO PRIZE TRANSFER OR SUBSTITUTION.** No prize or any portion thereof is transferable or redeemable for cash or may be exchanged.
- 9. CONSENT AND RELEASE. By entering the Promotion, each winning school releases and discharges the Sponsor, judging organization (if applicable), and any other party associated with the development or administration of this Promotion, their parent, subsidiary, and affiliated entities, and each of their respective officers, directors, members, shareholders, employees, independent contractors, agents, representatives, successors and assigns (collectively, "Sponsor Entities"), from any and all liability whatsoever in connection with this Promotion, including without limitation legal claims, costs, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light) (collectively, "Claims"). Except where prohibited: (i) entry into the Promotion constitutes the consent of each school, without further compensation, to use its name, likeness, data, contact information and its Entry for editorial, advertising, marketing, publicity, and administrative purposes by the Sponsor and/or others authorized by the Sponsor; (ii) acceptance of a prize constitutes a release by any winner of the Sponsor Entities of any and all past, present or future Claims in connection with the administration of this Promotion and the use, misuse, or possession of any prize. If the prize includes participation in any public event(s) or publicity, or if Sponsor Entities intend to publicize the winning schools in any way, and if it is revealed that a winner has engaged in conduct that could damage the reputation or business of any Sponsor Entity, as determined by Sponsor in its sole discretion, the potential winner may be disqualified and the prize forfeited.
- 10. **DISCLAIMERS.** (i) Sponsor is not responsible for entries that are lost, late, misdirected, incorrect, damaged, garbled, or incompletely received, for any reason, including by reason of malfunctioning hardware, software, browser, or network failure, malfunction, congestion, or incompatibility at Sponsor's servers or elsewhere. In the event of a dispute, entries will be deemed submitted by Sponsor. (ii) Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the web site or otherwise attempting to undermine the legitimate operation of the Promotion. Use of bots or other automated process to enter is prohibited and will result in disqualification at the sole discretion of Sponsor. (iii) Sponsor further reserves the right to cancel, terminate or modify the Promotion, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, force majeure or technical failures of any sort. (iv) Sponsor Entities are not responsible for errors in the administration or fulfillment of this Promotion, including without limitation mechanical, human, printing, distribution or production errors, and may cancel, terminate or modify this Promotion based upon such error at its sole

discretion without liability. (v) In the event this Promotion is cancelled or terminated, pursuant to subparagraph (iii) or (iv), Sponsor, in its sole discretion, may randomly select a winner from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. (vi) SPONSOR ENTITIES MAKE NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, AS REGARDS THIS PROMOTION OR THE MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY PRIZE OR ANY COMPONENT OF ANY PRIZE. (vii) CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. (viii) The value(s) of the prize(s) set forth above represent Sponsor's good faith determination of the approximate retail value(s) thereof; the actual fair market value(s) as ultimately determined by Sponsor, are final and binding and cannot be challenged or appealed. In the event the stated approximate retail value(s) of a prize is more than the actual fair market value of that prize, the difference will not be awarded in cash or otherwise. No substitution or compensation will be given for any portion of the prize that is not used.

- 11. **APPLICABLE LAWS AND JURISDICTION.** This Promotion is subject to all applicable federal, state, and local laws and regulations. Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the State of Oklahoma, without regard to any principles of conflict of laws. All disputes arising out of or connected with this Promotion will be resolved individually, and without resort to class action, exclusively by a state or federal court located in Oklahoma City, Oklahoma. Should there be a conflict between the laws of the State of Oklahoma and any other laws, the conflict will be resolved in favor of the laws of the State of Oklahoma. To the extent permitted by applicable law, all judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Promotion and shall not include any indirect, punitive, incidental and/or consequential damages.
- 12. **SPONSORSHIP.** This Promotion is sponsored by the Oklahoma Insurance Department, the "Sponsor."