

**The #MercuryDucksSuperfan Contest**  
**OFFICIAL RULES**

**THERE IS NO PURCHASE NECESSARY TO ENTER OR TO WIN.**  
**CONTEST OPEN ONLY TO LICENSED CALIFORNIA DRIVERS WHO ARE AT LEAST 18 YEARS OF AGE OR OLDER**  
**AT TIME OF ENTRY.**

**This Contest is in no way sponsored, endorsed or administered by, or associated with Instagram or Twitter. Any information provided is being provided to the Sponsor and not to Instagram or Twitter.**

**CONTEST DESCRIPTION:** We want to discover the biggest Anaheim Ducks fan. Submit your images or videos on Instagram or Twitter or at [www.mercuryinsurance.com/ducks](http://www.mercuryinsurance.com/ducks).

**ELIGIBILITY:** The #MercuryDucksSuperfan Contest (the "Promotion" or "Contest") is open to licensed California drivers who are 18 years of age or older at time of Entry. Residents and/or licensed drivers in all other states are not eligible to participate. Employees, officers, and directors, including immediate family members (i.e., spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and members of the same household, whether or not related, of Mercury Insurance Services, LLC ("Sponsor") and any affiliates and subsidiaries, Socialtize, Mercury's agents or brokers, Anaheim Ducks Hockey Club, LLC (the "Ducks"), the National Hockey League (NHL), Honda Center, TCL Technology, Chick Fil A (corporate), Fox Sports and KLAA AM830 and each of their respective parents, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers, advertising and promotion agencies, and any and all other companies associated with the promotion (collectively, "Released Parties") are not eligible to participate. The Contest is void in all states, except California, as well as where prohibited or restricted by law, rule or regulation.

**PRIZES:** A total of one (1) Luxury Box at Home Grand Prize winner will be drawn, and the Winner will receive the following prize package:

- 65" TCL flat screen TV
- Four (4) autographed Ducks jerseys
- Catered Chick-fil-A meals for (1) game viewing party

Winner to be determined by Sponsor as outlined in the official rules; all submissions will be eligible to win the grand prize.

No transfers or substitution of prizes permitted, except at the sole discretion of the Sponsor, who reserves the right to substitute a prize (or portion thereof) of similar value. Winners are responsible for the payment of all taxes on the prize. In no event will more prizes be awarded than those listed in these Official Rules.

Surprise & Delight gifts to be provided to eligible Entrants throughout the Contest's flight at the discretion of the Sponsor.

**ENTRY PERIOD:** The Promotion begins on February 8, 2021 at 12:00:00 a.m. Pacific Time ("PDT") and ends on May 21, 2021 at 11:59:59 p.m. PDT (the "Entry Period"). Entries must be received by 11:59:59 PM PDT on May 21, 2021. The Sponsor's computer, or that of its designee, runs the official clock for the Contest and will solely determine the time by which an Entry is received.

During the Contest there are a series of events (explained in detail in the Chart below), which start and end on or about the dates and times noted below.

### Contest Timing Chart (the "Chart")

Event	Start Date/Time	End Date/Time
OPEN SUBMISSION FOR ENTRIES (ENTRIES) ("Entry Period")	February 8, 2021 12:00:00 PM PDT	May 10, 2021 11:59:59 PM PDT
JUDGES' EVALUATION PERIOD ("Judging/Selection Period")	May 13, 2021	
POTENTIAL WINNER(S) NOTIFICATION	On or about May 15, 2021	
WINNER ANNOUNCEMENT	May 25, 2021	

**TO ENTER:** To enter the Contest via social media, you'll need to use your Instagram or Twitter account. Your account must be set to "public." If you do not have an account, go to [www.Instagram.com](http://www.Instagram.com) or [www.Twitter.com](http://www.Twitter.com) to create one. Instagram and/or Twitter accounts are free. Data and usage rates may apply to download and use of the Instagram or Twitter application. By submitting your information and using or creating an Instagram or Twitter account, you agree to the Instagram or Twitter Terms of Use and Privacy Notice. If you do not agree to such Terms of Use and Privacy Notice, you cannot use or create an Instagram or Twitter account, or participate in this Contest via Instagram or Twitter. If you post your contest entry to Instagram or Twitter, you must keep the respective account public until June 21, 2021.

**HOW TO ENTER:** There are three (3) ways to enter: via Instagram, Twitter or [www.mercuryinsurance.com/ducks](http://www.mercuryinsurance.com/ducks) (the "Website").

#### Instagram Entry Requirements:

1. Post a video/image that displays why you're a Ducks Superfan and include #MercuryDucksSuperfan and #Contest in your caption (your "Entry")
2. Tag @MercuryIns.
3. Entrant's Instagram Account must be public from time of Entry through the entry period.
4. One (1) Entry per person.

#### Twitter Entry Requirements:

1. Tweet a video/image that displays why you're a Ducks Superfan and include #MercuryDucksSuperfan and #Contest
2. You must tag @MercuryIns and @AnaheimDucks
3. One (1) entry via Twitter per person.

#### Website Requirements:

1. Go to [www.mercuryinsurance.com/ducks](http://www.mercuryinsurance.com/ducks)
2. Complete the required submission information, which must include your first and last name, date of birth and a valid email address.
3. Click the "upload video" button to upload your video to the Website.
4. Click submit.
5. One (1) entry via the Website per person.

There is a maximum of one (1) entry per person per entry method for a maximum of three (3) total entries.

**Important Information About Your Entry:**

If video, Entries may not include copyrighted music.

- Entries received that are illegible or incomplete, will be disqualified.
- Entrant certifies that the submission is his/her original work, accurate to the Entrant's work, and that he/she has all rights to the submission.
- Entrant also certifies that submission has not been previously entered into another Contest, published, released, or distributed; does not infringe on any third-party rights; and issuitable for the contest. • Entrant irrevocably assigns to Sponsor with full title guarantee, all intellectual property and other rights, which they now have or may in the future have to the entries, or any elements thereof, including without limitation, the copyright therein, the right to make derivative works, copies and to use for any purpose whatsoever in all media, royalty-free worldwide in perpetuity. Sponsor shall have the right to assign or dispose of an Entrant's Entry however it sees fit without approval of the Entrant.
- By submitting an Entry, you grant permission for the Sponsor and its designees to use your name, city and state of residence and/or likeness for purposes of advertising and trade in any and all media now or hereafter known worldwide in perpetuity without limitation or further compensation notification or permission, unless prohibited by law.
- Sponsor is under no obligation to correspond with Entrant and Entry will not be acknowledged or returned.

By submitting an Entry, you agree that your Entry (1) conforms to the Terms of Use/Guidelines and Content Restrictions of Instagram and/or Twitter; (2) conforms to the Guidelines and Content Restrictions below; and (3) Sponsor and/or Administrator, in its sole discretion, and without notice, may remove your Entry and disqualify you from the Contest if it determines that your Entry fails to conform to the Guidelines and Content Restrictions or otherwise with the terms of these Official Rules.

**Guidelines and Content Restrictions:**

- Entry must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity, copyright, trademark or other intellectual property rights;
- Entry must not disparage or embarrass Sponsor or any other person or party affiliated with the promotion and administration of this Contest;
- Entry must not feature brand names or trademarks of any person other than Entrant or Sponsor (including, but not limited to, brand names, company names, photographs, works of art, music or images published in any media) or likenesses of any person other than Entrant (unless authorized in writing by such person) Entry is solely for the purpose of this Contest;
- Entry must be an original video owned or authorized for use by Entrant.
- Entry must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- Entry must not contain any materials relating to lotteries, gambling, tobacco, alcohol or drugs, reference to children or items especially appealing to children, pornography, adult-oriented content or any other sexually-explicit material;
- Entry must not contain anything that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- Entry must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Entry is created.

If the Sponsor determines, in its sole discretion, that the content of the Entry is obscene, offensive, inappropriate, or unacceptable for any reason, the Entry will not be eligible for any prize consideration and may be withdrawn without notice from the Contest at any time. Each Entry submission must be manually key stroked and manually entered by the individual Entrant; automated and/or repetitive electronic submission of entries

(including, but not limited to, entries made using any script, macro, bot or Contest service) will be disqualified and transmissions from these accounts or related e-mail or IP addresses may be blocked. By submitting an Entry and using the hashtag(s), Entrant acknowledges that he/she read, understands and agrees to the Official Rules. Entries may only be submitted by a single Entrant. Entries that do not comply with these Official Rules, as determined in Sponsor and/or Administrator's sole discretion, will be disqualified from the Contest.

The name of the person submitting the Entry must be the authorized account holder of such Instagram, Twitter, or email account, otherwise the Entry may be deemed void. In the event of a dispute over the identity of a potential winner, the Entry will be declared made by the authorized holder of the Instagram, Twitter or email account used for Entry, and potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of such account. It is the sole responsibility of the Entrant to notify the Sponsor in writing if the Entrant changes their Instagram, Twitter or email account during the Promotion Period. Proof of submission of Entry does not constitute proof of delivery of Entry. All entries become the property of Sponsor.

**JUDGING:** During the Judging/Selection Period, all eligible Entries will be judged by a panel of judges (including representatives from the Sponsor and its marketing agencies). All eligible entries received will be scored based on the following judging criteria:

1. Creativity in expressing a visually stimulating image or video of your Ducks fandom (75% of total score)
2. Quality of the creative (25% of total score)

In the event of a tie, the potential Grand Prize winner will be determined based on whichever Entry received the highest Creativity score as noted in the judging criteria. In the event of a tie in both judging criteria, the entries will be re-judged by a different panel of judges.

The potential Grand Prize winner will be the Entrant who submitted the Entry that received the highest scores, as determined by the judges. Surprise and Delight winners shall be chosen by the judges based upon their determination of which entries best meet the spirit of the Contest. Judges' decisions are final.

**WINNER NOTIFICATION AND VERIFICATION:** Entrants must follow the social media platform which they used to enter the Contest (Twitter @mercuryins or Instagram @mercuryins) in order to be notified if they are selected as a winner. Notification will occur by either 1) Instagram through a private message to the potential winner's Instagram account or by reply from @mercuryins to the potential winner's Instagram comment or; 2) Twitter through a private message to the potential winner's Twitter account or by reply to a Tweet from @mercuryins to the potential winner's Tweet or; 3) an email sent to the email address you included with your entry on the website. The potential winners will be required to respond to the direction in the message within forty-eight (48) hours with full contact information, date of birth and state of residence. Potential winners and anyone featured in the video, will be required to complete and sign an Affidavit of Eligibility and Liability Release and; where legal, a Publicity Release (collectively the "Affidavit"). Only after completion of an Affidavit and provision of any other document reasonably requested, by Sponsor and Administrator to determine eligibility, may a potential winner be certified by Sponsor and Administrator as a winner ("Winner"). The Grand Prize Winner will be required to [1] sign an IRS Form W-9 and furnish his/her social security number, which will

be used only for the purpose of reporting the Grand Prize Winner's prize earnings to the Internal Revenue Service, as required by law. All required documentation must be returned within three (3) days from prize notification date or the prize may be forfeited and awarded to the next highest scoring Entry. In the event that a potential winner cannot be contacted, fails to timely return any documents requested, prize notification is returned as undeliverable, is not compliant with these Official Rules, or the potential winner declines the prize for any reason, the potential winner will be disqualified and the prize being forfeited at the Sponsor's sole discretion. Sponsor shall have no further obligation to a potential winner who is disqualified.

**USE OF CONTENT:** Entrant irrevocably grants permission without the necessity of Entrant's consent to Sponsor (or Sponsor's Agency) to use, modify, edit, or enhance video recording for trade, advertising, marketing or for any other purposes without consideration or payment of any kind.

**LIMITATION OF LIABILITY AND RELEASE OF CLAIMS:** By participating in the Contest, Entrants agree to release, indemnify and hold harmless Releasees, and each of their respective agents, representatives, officers, directors, shareholders and employees from and against any injuries, losses, damages, claims, actions and any liability of any kind resulting from or arising from participation in the Contest or acceptance, possession, use, misuse or nonuse of the prize that may be awarded. By submitting any Entry, Entrants a) agree that Sponsor may (but it is not obligated to) broadcast the Entry on air, publish it in any form of media, or post it on its website (in whole or in part, edited and unedited) and use it as the subject of commentary, humorous or otherwise. b) waive any right to make any claim against Sponsor with respect to any disparaging or other comment made about the Entry, and c) hereby agree to indemnify and hold Releasees harmless from any and all claims, demands, complaints, loss, damage or expenses (including without limitation reasonable attorneys' fees) resulting from the information/content contained in your Entry about yourself, or any other person mentioned or referenced therein (including without limitation, if the information/content is communicated by Sponsor verbatim or in any paraphrased form). Sponsors reserves the right to verify the truthfulness of any content in any Entry. Releasees are not responsible for technical, computer, mechanical, printing, typographical, human or other errors relating to or in connection with the Contest, including, without limitation, errors which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the prizes or in any Contest related materials; or for stolen, lost, late, misdirected, damaged, incomplete, inaccurate, undelivered, delayed or illegible entries or; for electronic, computer, or telephonic malfunction or error, entries that fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly or are lost for any reason including computer, telephone, paper transfer, or process any transaction thereon. If in the Sponsor's opinion, for any reason this Contest is not capable of running as planned, or there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if computer viruses, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Contest, the Sponsors reserve the right at their sole discretion to disqualify any individual (and void his/her Entry and/or prevent him/her from future participation) who tampers with the Entry process and/or who is acting in violation of these Official Rules, to modify or suspend the Contest, or to terminate the Contest and at Sponsor's discretion conduct the drawing to award the prizes using all eligible non suspect transactions and entries received as of the termination date. As a condition of entering the Contest, Entrants agree that: a.) under no circumstances will Entrants be permitted to obtain awards for, and Entrants hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; b.) all causes of action arising out of or connected with this Contest, or the prizes awarded, shall be resolved individually, without resort to any form of class action; and c.) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, and in no event shall Entrant be entitled to receive attorneys' fees or other legal costs. Sponsor reserves the right to modify prize award procedures at its discretion. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision.

**GENERAL CONDITIONS:** Released Parties are not responsible for stolen, late, incomplete, inaccurate, misdirected, lost, damaged, delayed, incomplete, postage-due or garbled entries, email or mail; or for lost, interrupted or unavailable network, cable, satellite, server, Internet Service Provider (ISP), wireless network, website, or other connections, including those through and/or by any applicable social media platform or website, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable or wireless transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; wireless service congestion; failures or malfunctions of phones, phone lines or telephone systems, wireless towers or cellular tower equipment; any error, omission, interruption, defect or delay in wireless or other transmission, processing, or communication; non-delivery; misdirected, blocked, or delayed email notifications; printing, typographical or other errors appearing within these Official Rules, in any Contest-related advertisements or other materials; or other errors or problems of any kind whether human, mechanical, electronic, network, computer, telephone, wireless service, mail, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, the announcement of Prizes or in any Contest-related materials, or the cancellation or postponement of any show, event or exhibition. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to Entrants, participants', or to any other person's computer and/or wireless device related to or resulting from participating in this Contest or downloading materials from or use of the website.

Persons who tamper with or abuse any aspect of the Contest or website or attempt to undermine the legitimate operation of the Contest by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other Entrant or any representative of the Sponsor and/or the Ducks or who are in violation of these Official Rules, as solely determined by the Sponsor, will be disqualified and all associated entries will be void. Any attempt to deliberately damage the content or operation of this Contest is unlawful and subject to legal action by the Sponsor, the Ducks and/or their respective agents. The Sponsor shall have the sole right to disqualify any Entrant for violation of these Official Rules or any applicable laws relating to the Contest, and to resolve all disputes in its sole discretion. Sponsor (i) makes no warranty, guarantee or representation of any kind concerning any Prize (or any portion thereof), and (ii) disclaim any implied warranty. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Sponsor reserves the right, in their sole discretion, to cancel or suspend the Contest (or any portion thereof) should virus, bugs, unauthorized human intervention, or other causes corrupt administration, security, fairness, integrity or proper operation of the Contest (or any portion thereof). In the event of cancellation, the Sponsor may elect to identify Winner (from among all non-suspect, eligible entries received to the time of such cancellation and all eligible mail-in entries received or otherwise in a manner determined by Sponsor to be fair, appropriate and consistent with these Official Rules. Notice of such action by Sponsor will be posted at the Contest website.

**CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR AND THE DUCKS WILL DISQUALIFY ANY SUCH ENTRANT, AND THE SPONSOR, THE DUCKS AND/OR THEIR RESPECTIVE AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY ENTRANT, PERSON, OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

Entries generated by a script, macro or other mechanical or automated means will be disqualified. In the event

of dispute as to the identity or eligibility of a potential winner based on an email address, the winning entry will be declared made by the "Authorized Account Holder" of the email address submitted at the time of entry provided he/she is eligible according to these Official Rules. The "Authorized Account Holder" is defined as the natural person to whom the applicable Internet service provider or other organization (such as a business or educational institution) has assigned the email address for the domain associated with the submitted e-mail address.

**DISPUTES:** To the fullest extent permitted by law, as a condition of entering this Contest, each entrant agrees that (A) any and all disputes, claims, controversies or causes of action arising out of or relating to this Contest, or any prizes awarded (each, a "Claim"), shall be (1) arbitrated on an individual basis only, and shall not be consolidated or joined with or in any arbitration or other proceeding involving a Claim of any other party, and (2) settled by binding arbitration in Los Angeles County, California before a single arbitrator appointed by the American Arbitration Association in accordance with its then governing rules and procedures, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof; and (B) under no circumstance will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses. These Official Rules shall be governed by and construed and interpreted in accordance with the laws of the State of California, U.S.A, applicable to contracts entered into and performed exclusively in that State.

Notice to online participants: Internet access and usage charges applicable to a participant's account, including access charges and/or any usage charges applicable under participant's Internet pricing plan and any applicable taxes will continue to apply while a participant is online in connection with this Contest, and will be the sole responsibility of such participant.

**WHO WON:** To request the list of winners, send an email with subject line: #MercuryDucksSuperfan Winners" to [advertising@MercuryInsurance.com](mailto:advertising@MercuryInsurance.com). Requests must be received no later than April 10, 2021. The list will be sent when the judging has been concluded and the winners verified.

**SPONSOR:** Sponsor of this promotion is Mercury Insurance Services, LLC, P.O. Box 929, Santa Clarita, CA 91380.

**GOVERNING LAW/JURISDICTION:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of participants or Sponsor in connection with the Contest shall be governed by the laws of the state of Connecticut, without giving any effect to any choice of law or conflict of law rules.

**SEVERABILITY:** If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

**ENTRANT INFORMATION:** Your information will be collected in accordance with Sponsor's privacy policy available at: <https://www.mercuryinsurance.com/about/privacy-statement.html>.

**ADMINISTRATOR:** Socialtize LLC, 2150 Park Place, Suite 100, El Segundo, CA 90245.

Instagram and Twitter are registered trademarks of each. Any questions, comments or complaints regarding the Contest are to be directed to Sponsor, at the address above, not Instagram or Twitter.