

## ProtectCELL 'Feedback Contest' OFFICIAL RULES

No Purchase Necessary to Enter or Win.

### 1. Eligibility

ProtectCELL 'Feedback Contest' is open to legal residents of the U.S. who are eighteen (18) years of age or older at the time of entry. Employees, directors, and/or officers (including immediate family members or members of the household) of Fortegra, its subsidiaries, affiliated companies, distributors, advertising, fulfillment and promotion agencies, and all other companies or entities associated with the Sweepstakes, are not eligible to participate. Sweepstakes is void where prohibited or restricted by law. Entry constitutes entrant's full and unconditional agreement and acceptance of these rules (the "Official Rules"), which shall be final in all respects.

### 2. How to Enter

ProtectCELL 'Feedback Contest' is a sweepstakes. A winner will be chosen at random from all eligible entries received. To enter Fortegra's sweepstakes, entrants must:

- Complete the two survey questions and provide their name and email address into the lead-capture form on [protectcell.com/feedback](http://protectcell.com/feedback)
- Provide a link to their Yelp review into the lead-capture form on [protectcell.com/feedback](http://protectcell.com/feedback)

All entries, once submitted, become the property of Fortegra and can be used for future marketing material. Any incomplete entries will not be eligible. Each participant may only submit one valid email per entry. Multiple entries are not allowed. The promotion is in no way endorsed or administered by, or associated with Yelp.

### 3. Winning

The odds of winning depend on the number of eligible entries received. Fortegra is the sole determiner of the winning entry. Fortegra will be responsible for all applicable shipping and handling fees. If these rules differ from any promotional or other materials published in connection with the sweepstakes, these Official Rules shall control.

Winners will be notified at the email address provided from such winner's sweepstakes entry once announced.

### 4. Prizes

One (1) iPad Air2, valued at \$599.00.

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## 5. Conditions of Participation

Fortegra reserves the right to substitute a prize for an item of equal or greater value in the event all or part of a prize becomes unavailable. Prizes are not redeemable for cash. Prizes are awarded without warranty of any kind from Fortegra, expressed or implied, without limitation, except where this would be contrary to federal, state, provincial, or local law or regulation. All federal, state, provincial and local laws and regulations apply. This sweepstakes is governed by the laws of the U.S. and the State of Florida, without respect to conflict of law doctrines. As a condition of participating in this sweepstakes, participant agrees that any and all disputes that arise out of this sweepstakes that cannot be resolved between the parties shall be resolved individually, without resort to any form of class action, and under the exclusive jurisdiction of the courts located in Jackson, Florida. Submission of entry into this sweepstakes deems that entrants agree to be bound by the terms of these Official Rules and by the decisions of Fortegra, which are final and binding on all matters pertaining to this sweepstakes. Return of any prize/prize notification may result in disqualification and selection of an alternate winner. Any potential winner who cannot be contacted within 10 days of first attempted notification will forfeit his/her prize and an alternate winner will be selected at random. The intellectual and industrial property rights to the sweepstakes submission, if any, will remain with the participants, except that these terms do not supersede any other assignment or grant of rights according to any other separate agreements between participants and other parties.

Acceptance of a prize constitutes permission for, and winner's consent to, Fortegra, and its agencies to use a winner's name and/or likeness as well as the winner's sweepstakes submission for advertising and promotional purposes without additional compensation, unless prohibited by law. Winners may be required to execute additional agreements as a condition to winning. A participant may be prohibited from participating in this sweepstakes if, in Fortegra's sole discretion, it reasonably believes that the participant has attempted to undermine the legitimate operation of this sweepstakes by theft, cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other participants or associated agencies.

## 6. Liability

By participating in this sweepstakes, you accept all risk and consequences of entry and participation in this sweepstakes, and agree to release and hold Fortegra, its officers, directors, affiliates, employees, contractors, subsidiaries, agents and partners harmless from any and all consequences, liability, losses, damages (including without limitation, consequential, punitive, incidental, special or increased damages and those related to personal injury, death or damage to property) and costs and expenses, of any kind, under any legal theory, arising from or related to this sweepstakes, including but limited to your entry and participation in this sweepstakes, the acceptance and/or use (or misuse) of any prize, printing errors, any claims based upon rights of publicity and invasion of privacy. Entrant shall indemnify Fortegra, its officers, directors, affiliates, contractors, subsidiaries, agents, employees and partners from and against all claims or suits and any damages or costs (including reasonable attorneys' fees) arising from

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or relating to entrant's violation or inaccuracy of any warranties or representations made relating to this Sweepstakes. Fortegra assumes no responsibility for errors that may occur in the transmission of entrant's entry.

Fortegra is not responsible for any fraud or misconduct on the part of the entrants. Should an entrant engage in fraud or misconduct of any nature, including but not limited to a violation of the Official Rules, such entrant shall be subject to immediate disqualification. Fortegra reserves the right to terminate, modify or amend the sweepstakes at any time if the fairness, integrity, and or proper administration of the sweepstakes are jeopardized. IN NO EVENT SHALL FORTEGRA BE LIABLE TO ENTRANT FOR ANY LOST PROFITS, OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS SWEEPSTAKES. Entrant's sole damages shall be limited to entrant's actual out of pocket expenses, excluding attorneys' fees. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SWEEPSTAKES ENTITIES HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

## **7. Participant's Certifications**

Each entrant certifies that their entry is original and that they are the sole and exclusive owner and right holder of the submitted entry, and that they have the right to submit the entry in the Sweepstakes. Each entrant agrees not to submit any entry that: (1) infringes any 3rd party proprietary, intellectual property, industrial property, personal rights or other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligation; or (2) otherwise violates applicable law in any countries in the world.

## **8. Data Privacy**

Participants agree that personal data, especially name and address, may be processed, stored and otherwise used for the purposes and within the context of the sweepstakes and any other purposes outlined in these Official Rules, and shall be collected and used as set forth in Fortegra's Privacy Policy, available here <http://fortegrafinancial.com/legal-compliance/privacy-policy.aspx>. The data may also be used by Foregra in order to check participants' identities, or to otherwise verify their eligibility to participate in the sweepstakes and to receive any prize.

## **9. Use of Internet**

Fortegra is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations, or incorrect transmission.

Fortegra is not responsible for theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind. Fortegra is not responsible for

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lost, late, stolen, incomplete, illegible, delayed, misdirected, or inaccurate transmissions of or failure to receive entry information by Fortegra on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof. If for any reason the Internet portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, disruption or termination of the fortegra.com or protectcell.com websites for any reason, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this sweepstakes, Fortegra reserves the right at its sole discretion to immediately cancel, terminate, modify or suspend the sweepstakes. Fortegra reserves the right to select winners from eligible entries received as of the termination date. Fortegra further reserves the right to disqualify any individual who tampers with the entry process. Caution: Any attempt by a participant 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, Fortegra reserves the right to seek damages from any such participant to the fullest extent of the law.

#### **10. Entire Agreement**

These terms set forth the entire agreement between the parties relating to the subject matter hereof, and supersede all prior agreements and understandings relating thereto, whether oral or written. This sweepstakes is in no way endorsed or administered by, or associated with Yelp.