### Official Promotion Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS REQUIRED TO ENTER OR WIN THIS PROMOTION. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED BY LAW.

### **Promotion**

Metropolitan Richmond Sports Backers, Incorporated d/b/a Sports Backers (Richmond CI) ("Sports Backers") is offering to eligible entrants though this promotional contest ("Promotion") the chance for up to two (2) eligible entrants to each win one (1) \$50 Visa® Gift Cards (each, a "Prize," and collectively the "Prizes"), subject to the rules provided herein ("Official Promotion Rules"). To be eligible for this Promotion, you must agree to these Official Promotion Rules. By entering, entrants agree to comply with and be subject to these Official Promotion Rules. AGA Service Company d/b/a Allianz Global Assistance ("AGA"), administrator of Allianz Travel Insurance<sup>™</sup>-branded insurance and assistance products in the United States, is solely sponsoring Sports Backers' Promotion (and only for the Prizes listed) and is not responsible for the drawing of the winners. AGA and Sports Backers collectively are the "Companies".

# **Eligibility and Entry**

This Promotion is not intended to be an inducement to purchase insurance. No purchase or payment of any kind is necessary to enter or win this Promotion. A purchase will not increase your chance of winning.

To be eligible for the Promotion, the individual entrant must: (i) be a natural person twenty-one (21) years of age or older at the time of entry; (ii) legally reside in the 50 United States (except Utah and Maine) or the District of Columbia; and (iii) a participant of the Allianz Partners Richmond Marathon. The Promotion is intended for viewing in the United States only. You are not authorized to enter the Promotion if you are not located within the United States. Void in Utah, Maine, and where prohibited or otherwise restricted by law. Active employees and agents of the Companies, including any of its parent companies, subsidiaries, affiliates, agencies, distributors, wholesalers and retailers, and members of such active employees' and agents' immediate families and/or individuals living in the same household with such employees and agents are not eligible to enter. Entries from such ineligible parties will not be acknowledged. There is a limit of one entry per person. Only fully completed Entries (as defined below) will be considered eligible.

To enter, an entrant must submit the entry form provided in the online virtual goodie bag (the "Bag"), where instructions on accessing the bag will be e-mailed to the entrant at the email used for registration of the entrant. The entrant must fully complete and submit an entry form (including without limitation all questions), as provided by Sports Backers, (each, an "Entry"), between 8:00:00 AM (EST) on November 8, 2022 and 11:59:00 PM (EST) on November 20, 2022 ("the Timeframe"), which is further limited by when the online entry system is accepting Entries. To be considered received within the Timeframe, entries must be received when the online system is accepting Entries. "Entry" shall include all information provided by the entrant and enclosed on the submitted entry form.

All Entries are subject to evaluation for completeness and compliance with these Official Promotion Rules by the Companies prior to any drawing and after an Entry has been drawn. Sports Backers reserves the right to delay approval of any Entries for any reason in its sole discretion and to revoke approval of previously approved Entries. Following entry into the Promotion and subject to Sports Backers' approval, Sports Backers will draw an Entry for each of the Prizes (the "Drawing"). Only one Prize per entrant may be awarded. Sports Backers reserves the right to draw additional Entries for other low-value prizes not included as Prizes.

Drawing will take place in private and after 12:00:00 PM (EST) on November 21, 2022, after the online entry has closed. Sports Backers will keep the official time for all matters related to the Promotion.

Sports Backers hereby retains sole and final discretion in all respects to refuse to draw or to remove any Entry from the Promotion and regarding the eligibility of an Entry. To be eligible, an Entry must be (1) a completed Entry form provided by Sports Backers via the online Bag; (2) not infringe on any third party's intellectual property rights and must not violate any confidentiality or other obligations imposed by applicable law, regulation, rule, order or contract; (3) not contain profanity, pornography, nudity, vulgarity, or other obscene, suggestive, hateful, abusive, harassing, defamatory, threatening, undesirable, or otherwise inappropriate content of any kind; (4) be submitted to the online entry system during the Timeframe. If at any time, before, during, or after the selection and awarding of the Prizes under this Promotion, it is discovered that a submitted Entry does not meet these requirements, that entrant agrees that he or she is solely responsible for Sports Backers' use/publication of all or part of such Entry, and such entrant will forfeit and return his or her prize to Sports Backers and hold the Companies harmless from any resulting claims or damages.

BY SUBMITTING AN ENTRY TO SPORTS BACKERS, AN ENTRANT (1) WARRANTS AND REPRESENTS TO THE COMPANIES THAT SUCH ENTRY DOES NOT INFRINGE ON ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS AND DOES NOT VIOLATE ANY CONFIDENTIALITY OR OTHER OBLIGATIONS IMPOSED BY APPLICABLE LAW. REGULATION, RULE, ORDER OR CONTRACT; (2) GRANTS THE COMPANIES AN EXCLUSIVE, WORLDWIDE, PERPETUAL AND UNLIMITED LICENSE TO USE AND PUBLISH THE ENTRANT'S NAME AND ENTRY ON ANY WEBSITE(S) IT DEEMS APPROPRIATE AND FOR ANY OTHER PURPOSE, IN THE COMPANIES' SOLE DISCRETION; AND (3) WARRANTS AND REPRESENTS THAT HE OR SHE HAS GIVEN PERMISSION FOR THEIR LIKENESS TO BE DISPLAYED AND FOR THE ENTRY TO HAVE BEEN SUBMITTED FOR PURPOSES RELATED TO THIS PROMOTION. SPORTS BACKERS RESERVES THE RIGHT TO EDIT AN ENTRY FOR ANY REASON IT DEEMS APPROPRIATE, IN ITS SOLE DISCRETION. ANY SUCH EDIT SHALL NOT REQUIRE APPROVAL FROM ENTRANT. SPORTS BACKERS RESERVES THE RIGHT TO DECLINE TO DISPLAY ANY ENTRY OR REMOVE AN ENTRY, IN WHOLE OR IN PART, FROM ANY DRAWING POOL OR WEBSITE(S) AT ANY TIME, IN ITS SOLE DISCRETION. EVERY ENTRANT THAT SUBMITTED AN ENTRY THAT IS SELECTED AS A POTENTIAL WINNER OF ONE OF THE PRIZES DESCRIBED BELOW SHALL BE REQUIRED TO COMPLETE AND EXECUTE A FORM PROVIDED BY THE COMPANIES GRANTING PERMISSION TO THE COMPANIES TO EDIT, MODIFY, PUBLISH, AND USE SUCH INDIVIDUAL'S ENTRY, ENTRY INFORMATION, AND LIKENESS AS DESCRIBED HEREIN AND RELEASING THE COMPANIES FROM ALL LIABILITY RELATED TO SUCH EDITING, PUBLICATION, AND USE.

### **Prizes**

The Promotion's Prizes are as follows: up to two (2) \$50 Visa Gift Cards. Sports Backers will select up to two (2) potential winners to each receive one of the Prizes from among eligible entries received, as described below. Prizes are awarded in the form of a Visa Gift Card. There will be up to two (2) Prize winners (if fewer than two (2) eligible entries are received, the number of Prize winners will be equal to the number of eligible entries received).

Each Prize is a \$50 Visa® Gift Card, each of which has an approximate retail value of \$50. Some restrictions on merchant acceptance will apply to Visa Gift Cards. Visa Gift Cards are only useable in certain locations. Visa Gift Cards may not be used for purchasing gift cards. No cash value. Additional restrictions apply; please see the Visa Gift Card's terms and conditions for details.

Additional rules, conditions and restrictions apply. The Companies reserve the right to substitute a prize(s) of equal or greater value if the announced prize(s) becomes unavailable for any reason. The Prizes are not transferable. No cash redemption or prize substitution allowed by winners. All warranties, express or implied, are waived with respect to the Prize(s). Winners are responsible for all applicable taxes on prize(s) and will be issued an IRS Form 1099 for the approximate retail value of their Prize.

#### Odds

Odds of winning depend upon the number of entries received.

## **Selection and Awarding of Prizes**

The winners of the Prizes will be selected and awarded as detailed here. Any potential winner will not be a winner eligible to receive a Prize unless he or she meets all requirements and conditions described here in the Official Promotion Rules. On or about November 21, 2022 ("Selection Date"), a Sports Backers representative will select by random drawing one (1) winner for each of the Prizes from among the eligible Entries received (subject to other provisions herein). The Sports Backers representative's decisions in all matters relating to the Promotion will be final. If fewer than two eligible Entries are received, the total number of Prizes awarded will be equal to the number of entries received.

The potential winner(s) of the Prize(s) will be notified by email within 2 weeks of the Selection Date. Two attempts will be made to contact a potential winner within a fourteen (14) day period after the Selection Date. If after both attempts, Sports Backers has been unable to reach a potential winner for any reason (including without limitation a potential winner's use of a spam filter or their account becoming inactive/deleted), or if a potential winner fails to respond to the notification as directed or otherwise fails to comply with these Official Promotion Rules (including without limitation the requirements to provide documentation, as detailed below), that potential winner will be disqualified and an alternate potential winner may be selected in the sole discretion of Sports Backers. Unclaimed prizes may not be awarded. Entrants are responsible for notifying Sports Backers of changes in their email address/user name, mailing address, and other contact information. A potential winner will be required to sign and return an Affidavit of Eligibility and Liability, Permission and Release, and Publicity Releases (except where prohibited), and a grant to the Companies of an exclusive, worldwide, perpetual and unlimited license to use and publish the winning entrant's name, photo, and Entry (including information submitted), as specified above, within fourteen (14) days of receipt of those documents. A potential winner's failure to comply within this time period or refusal to provide such required documentation, which is subject to change, may result in forfeiture of that potential winner's prize, in Sports Backers' sole discretion.

### **Use of Personal Data**

The Companies may collect personal data about participants/entrants online, in accordance with its privacy policy, except as otherwise outlined herein. Please review AGA's privacy policy at <a href="https://www.allianzworldwidepartners.com/usa/privacy">https://www.allianzworldwidepartners.com/usa/privacy</a>, and Sports Backers' policy at <a href="https://www.sportsbackers.org/privacy-statement/">https://www.sportsbackers.org/privacy-statement/</a>. By participating in the Promotion, participants/entrants hereby agree to our collection and usage of their personal information in accordance with, and acknowledge that they have read and accepted, our privacy policy. AGA may use any information provided by Entrant for data analytics and research purposes.

#### **Other Conditions**

All federal, state and local laws and regulations apply. Sports Backers reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this Promotion or any portion hereof, or to disqualify any individual for any reason, including without limitation an individual implicated in any of the following occurrences:

- infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes which, in Sports Backers' sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion;
- this Promotion or any website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper processing of entries per these rules; or
- the Promotion is otherwise not capable of running as planned by Sports Backers.

Promotion participants/entrants agree to release and hold harmless all of the Companies, all prize suppliers, and all Non-Sponsors (as defined below) and each of their parents, subsidiaries, affiliates, divisions, advertising and promotional agencies, wholesalers and retailers, and each of the foregoing entities' employees, officers, directors, shareholders and agents (collectively the "Released Parties"), from and against any and all claims, actions and/or liability for any injuries or death, loss or damage of any kind arising from or in connection with the Promotion, including without limitation participation in and/or entry into the Promotion, acceptance or use of any Prize, or participation in any Promotionrelated activity, and for any claims based on publicity or likeness rights, copyright, defamation, invasion of privacy, and merchandise delivery. The Released Parties are not responsible or liable for any incorrect or inaccurate entry information, and assume no responsibility for (i) any error, omission, interruption, defect or delay in operation or transmission at any website, (ii) failure of any entry to be received by Sports Backers due to technical problems, human error or traffic congestion on the Internet or at any website. (iii) communications line, hardware and/or software failures. (iv) damage to any computer (software or hardware) resulting from participation in the Promotion, (v) theft or destruction of, tampering with, unauthorized access to, or alteration of entries and/or entry information, or (vi) entries which are late, lost, stolen, damaged, illegible, or unintelligible (or any combination thereof).

The use of third-party software or website or automated entry systems to participate is prohibited, and Sports Backers reserves the right to disqualify entries made in such fashion. Any entrant who attempts to tamper with the Promotion in any way shall be disqualified. "Authorized Account Holder" is defined as the natural person assigned to an email address/online services account by an Internet access provider, on-line service provider or other organization responsible for assigning email addresses for the domain associated with the email address in question. The headings used herein are solely for convenience and shall in no way effect the interpretation or construction of these Official Promotion Rules. If any provision(s) of these Official Promotion Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

### **Disputes**

Entrants/participants agree that: (i) any and all disputes, claims and causes of action arising out of or connected with the Promotion or any prizes shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Virginia or the appropriate Virginia state court; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Promotion but in no event attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, special, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. To the extent permitted by law, this Promotion shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Virginia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Virginia.

# Sponsor

The sponsor of this Promotion is AGA Service Company, located at 9950 Mayland Drive, Richmond, VA 23233. VCU Health and Visa ("Non-Sponsors") are not sponsors of this Promotion. "Allianz Travel Insurance" is a service mark of AGA Service Company or its affiliate. "Sports Backers" is a mark of Sports Backers or its affiliate. "Allianz Partners" is a registered mark of Allianz Partners SAS Authority and "Visa" is a registered mark of Visa International Service Association. The Non-Sponsors are not affiliated with nor do they endorse, nor are they endorsed by, the Companies. Marks not belonging to the Companies are used without permission, and the Non-Sponsors have not authorized, approved, endorsed, or sponsored, and do not administer nor are otherwise associated with this advertisement or Promotion.

© 2022 AGA Service Company. All Rights Reserved.