

2024 US Openly Agency Championship™
State Agency Contest
OFFICIAL RULES

NO PURCHASE OR FEE NECESSARY TO ENTER OR CLAIM A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING A PRIZE.

BY ACCEPTING THE TERMS AND CONDITIONS IN THESE OFFICIAL RULES ON BEHALF OF AN INSURANCE AGENCY (AS DEFINED BELOW), YOU REPRESENT AND WARRANT THAT: (A) YOU HAVE FULL LEGAL AUTHORITY TO BIND THE RESPECTIVE INSURANCE AGENCY TO THESE OFFICIAL RULES; (B) YOU HAVE READ AND UNDERSTAND THESE OFFICIAL RULES; AND (C) YOU AGREE, ON BEHALF OF THE RESPECTIVE INSURANCE AGENCY, TO THESE OFFICIAL RULES.

The 2024 US Openly Agency Championship™ State Agency Contest (the “**Contest**”) begins at 12:00 a.m. EST on January 1, 2024 (the “**Contest Start Date**”) and ends at 11:59 p.m. EST on April 30, 2024 (the “**Contest End Date**”) (such period referred to herein as the “**Contest Period**”). The Contest consists of two (2) rounds: (1) the “**Qualifying Round**” which begins at 12:00 a.m. EST on the Contest Start Date and ends at 11:59 p.m. EST on March 31, 2024 and (2) the “**Final Round**” which begins at 12:00 a.m. EST on April 1, 2024 and ends at 11:59 p.m. EST on the Contest End Date. The Contest is sponsored by Openly LLC (the “**Sponsor**”).

1. HOW TO ENTER: This Contest is open to all independent insurance agencies that have an active contract and short ID with the Sponsor (each, an “**Insurance Agency**” or collectively, “**Insurance Agencies**”). Designated **National Agency Partners** are excluded from this Contest, and are defined as: (1) those agencies owned by insurance carriers; and/or (2) national financial technology partners; and/or (3) national wholesale brokerage partners.

To enter the Contest, an Insurance Agency’s producers must sell insurance policies that have issue dates during the Qualifying Round (each sale, a “**Qualifying Round Sale**”). Each sale with an issue date during the Final Round is a “**Final Round Sale**”. Each Qualifying Round Sale and Final Round Sale will be scored based on the number of hearts that have been assigned to the insurance policy sold, as detailed in Table 1 below. Qualifying Round Sales will qualify towards an Insurance Agency’s score for the Qualifying Round of the Contest. The sum of each Insurance Agency’s scores associated with such Qualifying Round Sales, grouped by State/Group (as defined in Table 2 below) of policy issued state, is the Insurance Agency’s “**Qualifying Round Score**”. The first and second place agency in each State/Group from the “**Qualifying Round**” will be grouped into 1 of 4 groups for the “**Final Round**” (as outlined in Table 3 below). Final Round Sales will qualify towards a qualifying Insurance Agency’s score for the Final Round of the Contest. The sum of each qualifying Insurance Agency’s scores associated with such Final Round Sales, grouped by State/Group (as defined in Table 3 below) of policy issued state, is the qualifying Insurance Agency’s “**Final Round Score**.”

Table 1: Scores		
Heart Value	Score	Golf Score
5	-4	Condor
4	-3	Albatross
3	-2	Eagle
2	-1	Birdie
1	-0.5	Par
0	-0.25	Bogey

Each Insurance Agency is only eligible to win up to two (2) prizes in total for this Contest, including one (1) prize as a winner of the Qualifying Round and one (1) prize as a winner of the Final Round. By entering the Contest, Insurance Agency agrees that it has read and will abide by these Official Rules (the “**Official Rules**”). The Contest is not open to individuals, such as producers, agents, employees or representatives of an Insurance Agency. Participation in the Contest is voluntary and does not require you or any individual agent to purchase anything from, or pay a fee to, the Sponsor. Insurance Agency may opt-out of participation by notifying the Sponsor in writing.

2. **PRIZES:**

In the Qualifying Round, there will be thirty-two (32) prizes offered to the winning Insurance Agencies as follows: one (1) prize to each Insurance Agency with the lowest score from each Qualifying Round State/Group; and one (1) prize to each runner-up with the next lowest score in each Qualifying Round State/Group.

In the Final Round, there will be eight (8) prizes offered as follows: one (1) prize to each Insurance Agency with the lowest score from each Final Round Group, and one (1) prize to each runner-up with the next lowest score in each Final Round State/Group. For the avoidance of doubt, the principal of the winning Insurance Agencies will select the individuals who are invited to participate in the prizes described below and Sponsor has no responsibility with respect thereto.

Qualifying Round Prizes.

Each of the sixteen (16) winners with the lowest Qualifying Round Score in each State/Group will win an outing with their Openly Agency Success Manager (ASM) in the state of the winners’ headquarters (“**Qualifying Round Prize**”). The type of outing shall be mutually agreed upon by such Qualifying Round winners and their respective Openly ASM, on a date and time to be mutually agreed upon by such winners and Sponsor during the period that begins April 1, 2024 and ends May 31, 2024 (such period referred to herein as the “**Prize Period**”). The maximum amount for the Qualifying Round Prize for the lowest Qualifying Round winner is \$800.

Each of the sixteen (16) runners-up with the second lowest Qualifying Round Score in each State/Group will win an outing with their ASM locally in the state of the winners’ headquarters. The type of outing shall be mutually agreed upon by such Qualifying Round winners and their respective Openly ASM, on a date and time to be mutually agreed upon by such winners and Sponsor during the Prize Period. The maximum amount for the Qualifying Round Prize for the runners up is \$400.

The thirty-two (32) Qualifying Round winners will also be entered into the Final Round of the Contest.

Final Round. The four (4) Final Round winners and four (4) Final Round runners-up, from each Final Round State Grouping, will each win a trip to the US Openly Agency Championship™ Golf Tournament hosted at the Sea Island Resort in Georgia for up to two (2) individuals to be selected by such winners (each individual a “**Guest**” and collectively, the twenty individuals, “**Guests**”), consisting of: (a) round trip, coach-class air transportation for the Guests from a major airport near the Guest’s home (determined by Sponsor in its sole discretion); (b) two (2) nights' accommodations at a hotel of Sponsor's choice in Sea Island, Georgia (one room to be shared by Guests, double occupancy, subject to availability); (c) two rounds of golf at the Sea Island Resort golf course or an alternative leisure activity provided by the Sponsor; (d) ground transportation to and from the airport and the resort; and (e) food and drink while at activities sponsored by the Sponsor at the Sea Island Resort. Guests must be available to travel between June 10, 2024 and June 12, 2024 (the “**Travel**”).

Dates”), or forfeit the prize. Sponsor will determine airline and flight itinerary in its sole discretion. Travel is subject to the terms and conditions set forth in these Official Rules, and those set forth by Sponsor’s airline carrier of choice as detailed in the passenger ticket contract. If trip destination is less than 250 miles from the Guest’s residence, Sponsor may elect to give Guest \$500 in spending money for driving expenses in lieu of air transportation. Sponsor is not responsible if any scheduled flight, event or attraction (including any rounds of golf or other leisure event) is delayed, postponed or canceled for any reason and Guest will not be reimbursed for tickets. Tickets may be subject to issuer’s standard rain-check policies and procedures and other terms and conditions printed thereon. All expenses, travel, and other costs not expressly stated in the package description above are the sole responsibility of Guests, including, without limitation, rental car fees, meals outside of sponsored activities, applicable taxes, insurance and personal services. Restrictions, conditions and limitations may apply. Lost, mutilated, or stolen tickets, vouchers or certificates will not be replaced.

Approximate Retail Value (“**ARV**”) of the entire prize package is \$95,040, including \$19,200 for the prizes for the Qualifying Round winners and \$75,840 for the prizes for the Final Qualifying Round winners. The actual value of travel may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive the difference between the actual value of the prize or any prize component and the ARV of such prize or prize component. Sponsor reserves the right to substitute prizes of equal or greater value. No other substitution, cash equivalent or transfer of prizes permitted. All federal, state, provincial and local or other taxes on any prize, including income and/or sales taxes, are the sole responsibility of the winners, Guests or other designated participants. All entrants agree that information provided by the Sponsor is not advice, including but not limited to, tax advice or legal advice, and every entrant is advised to consult a professional, including a tax professional. The odds of winning the prize depend on the number of eligible entries received during the Contest Period.

3. ELIGIBILITY: THE CONTEST IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW and is subject to applicable federal, state and local laws and regulations, and the following eligibility criteria. The Contest is only open to Insurance Agencies that are in current and ongoing good standing with the Sponsor and under all applicable laws, rules and regulations starting on the Contest Start Date and continuing through receipt of the applicable prize(s). For the avoidance of doubt, individual agents who are employed or otherwise engaged by the Insurance Agencies cannot enter the Contest on an individual basis and any qualifying insurance policies sold by such individual agents will count toward the applicable Insurance Agency’s entry. The principal of the Insurance Agency, and not Sponsor, selects the individuals who are invited to participate in the prizes, if applicable.

4. SELECTION OF WINNERS:

Qualifying Round. From each of the state groups shown in Table 2 below (the “**Qualifying Round State Groupings**”), the two (2) Insurance Agencies that achieve the lowest Qualifying Round Score will be deemed the Qualifying Round winners (subject to verification as set forth herein) and will go on to the Final Round. Any ties will go to the Insurance Agency with the highest number of Qualifying Sales with a heart value of five (5). The Qualifying Round winners will be notified within three (3) days of the end of the Qualifying Round. In the event a winner does not accept the prize within five (5) business days of such notice, a winner is ineligible, or the prize or prize notification is not deliverable, the prize is forfeited and the next best performing Insurance Agency within the applicable State/Group will be contacted.

Table 2: Qualifying Round State Groupings	
State/Group	State(s)
State/Group 1	KS/IL
State/Group 2	WI/TN
State/Group 3	OK
State/Group 4	MO
State/Group 5	AZ
State/Group 6	MS
State/Group 7	OR/NM
State/Group 8	AL
State/Group 9	OH
State/Group 10	IN
State/Group 11	UT/KY
State/Group 12	SC
State/Group 13	MA
State/Group 14	GA
State/Group 15	PA
State/Group 16	NH/ME

Final Round. From each of the state groups shown in Table 3 below (the “**Final Round State Groupings**”), which are taken from the thirty-two (32) Qualifying Round winners, the four (4) Insurance Agencies that achieve the lowest Final Round Score and the four (4) runners-up with the second lowest Final Round Score will be deemed the Final Round winners (subject to verification as set forth herein). Any ties will go to the Insurance Agency with the highest number of Final Round Sales with a heart value of five (5). The Final Round winners will be notified within three (3) days of the Contest End Date. In the event a winner does not accept the prize within five (5) business days of such notice, a winner is ineligible, or the prize or prize notification is not deliverable, the prize will be forfeited and the next best performing Insurance Agency may be contacted.

Table 3: Final Round State Groupings	
State/Group	State(s)
State/Group 1	KS/IL WI/TN OK MO
State/Group 2	AZ MS OR/NM AL
State/Group 3	OH IN UT/KY SC
State/Group 4	MA GA PA NH/ME

The Sponsor reserves the right to audit any Insurance Agency’s books and records related to the calculation of the Qualifying Round Score or Final Round Score, to ensure compliance with these Official Rules and prevent false sales by Insurance Agencies. The choice of Qualifying Round winners and Final Round winners is final and binding on the Insurance Agencies and not subject to review or appeal. The Sponsor is not responsible for and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify winners. Each winner agrees to the Sponsor’s use of the winner’s name, address, trademarks, service marks, logos, likeness and/or prize information for promotional purposes in any medium without additional compensation to the extent permitted by law. Where lawful, a winner may be required to sign and return an Affidavit of Eligibility, Release of Liability and Publicity Release.

5. CONDITIONS: The Sponsor and its agents, directors, officers, shareholders, employees, insurers, parents, subsidiaries, divisions, affiliates, predecessors, successors, representatives, advertising, promotion and fulfillment agencies and legal advisors (the “**Released Entities**”), are not responsible for, shall not be liable for, and hereby disclaim all liability arising from or relating to: (a) late, lost, delayed, damaged, misdirected, misaddressed, incomplete or unintelligible entries; (b) telephone, electronic, hardware or software program, network, Internet, computer or other malfunctions, failures or difficulties of any kind, whether human or technical; (c) failed, incomplete, garbled or delayed computer or email transmissions; (d) any condition caused by events beyond the control of the applicable Released Entity; (e) any injuries, losses or damages of any kind arising in connection with or as a result of any prize, or any portion thereof that may have been awarded, or acceptance, possession or use of any prize, or any portion thereof that may have been awarded, or from participation in the Contest; or (f) any printing or typographical errors in any materials associated with the Contest. The Sponsor reserves the right, in its sole discretion, to suspend, modify or cancel the Contest, including awarding all or any portion of the prizes, should any unauthorized human intervention, *force majeure* event, or other causes beyond the Sponsor’s control corrupt or affect the administration, security, safety, fairness or proper conduct of the Contest. As used herein, an event of *force majeure* shall be deemed to include, without limitation, an act of God; pandemic; war, riot or civil commotion; terrorism; fire; casualties; utility failure, boycott; labor dispute, strike or stoppage (including a strike by the members of any union); an act of any national, sub-national or local authorities; or any other similar or dissimilar act beyond Sponsor’s reasonable control. In the event that proper administration of the Contest is prevented by such causes as contemplated

above, Sponsor shall be relieved of their executory obligations with regard to awarding the prizes or any portion thereof. By participating in the Contest, Insurance Agencies and/or any Guest agree to release, discharge and hold harmless the Released Entities, and all others associated with the development and execution of the Contest, from any and all losses, damages, rights, claims and actions of any kind arising out of or relating to the Contest, participation in the Contest, any prize, or any portion thereof that may have been awarded, and/or acceptance, possession, use or misuse of any prize, or any portion thereof that may have been awarded, including but not limited to statutory and common law claims for misappropriation or an Insurance Agency's right of publicity. These Official Rules shall be governed by the laws of the Commonwealth of Massachusetts, without giving effect to any conflicts-of-law provisions. Each entrant irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of the courts of the Commonwealth of Massachusetts and of the United States of America located in the Commonwealth of Massachusetts (the "**Massachusetts Courts**") for any litigation between such entrant and Sponsor arising out of or relating to these Official Rules, the Contest or any prize, waives any objection to the laying of venue of any such litigation in the Massachusetts Courts and agrees not to plead or claim in any Massachusetts Court that such litigation brought therein has been brought in any inconvenient forum or that there are indispensable parties to such litigation that are not subject to the jurisdiction of the Massachusetts Courts.

6. WINNERS LIST: To obtain the Insurance Agency name, city and state of the Qualifying Round winners and Final Round winners after the Contest End Date, please send a separate self-addressed, stamped envelope marked "US Openly Agency Championship™ Contest Winner's List" to the Sponsor. Requests for winner's list must be received no later than ninety (90) days from the Contest End Date (residents of Vermont and Washington need not include return postage).

7. SPONSOR:

Openly LLC
131 Dartmouth St
Boston, MA 02116

8. NOTICE: The Sponsor reserves the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Contest in violation of these Official Rules and/or criminal and/or civil law.

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