**2021 CHANGE AGENTS™ CONTEST**

**Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED.**

**SPONSOR:** The “2021 Change Agents” Contest (“Contest”) is sponsored by Liberty Mutual Insurance Company and Safeco Insurance Company of America (“Sponsor”), Safeco Plaza, 1001 Fourth Avenue, Seattle, WA 98154.

**CONTEST PERIOD:**  Starts on or about 12:01 a.m. Pacific Time (“PT”) on or about March 1, 2021 and ends 11:59 p.m. PT on November 30, 2021 (“Contest Period”).

During the Contest Period, five (5) individual contests (Individual Contests) will be conducted, each with its own entry activities and prizing. The Contest Chart (“Chart”) below provides an outline of the Entry and Contest components of the Contest. Details/Official Rules for Entry and the Contest are set forth after the Chart.

**CONTEST CHART**

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| --- | --- | --- | --- | --- |
| **Individual Contests** | **Contest Entry & Voting Periods** | **Contest Activity** | **Approx. date Finalists contacted/Winners announced** | **Prize**  **(2) per contest** |
| #1 – Fighting hunger Submissions | 3/1-3/12 | Agents submit completed Entry Form as described in the Official Rules. | Finalists contacted 3/17 |  |
| Contest Voting | 4/5-9 | Agent and nonprofit teams rally their community to vote for their favorite photo submission using the Vote button on www.AgentGiving.com | Winners announced4/12 | 1st place prize: (1) $3,000 nonprofit donation and  PR Service Package for winning agents  2nd place prize: (1) $2,000 nonprofit donation.  3rd place prize: (1) $1,000 nonprofit donation.  All finalist runners up: $100 nonprofit donation. |
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**CONTEST RULES TO ENTER**

**AGREEMENT BY ENTRANTS:** By entering the 2021 Change Agents Contest, each entrant fully and unconditionally agrees to be bound to and accepts these Official Rules, any Contest- related communications from Sponsor including but not limited to any information provided on the Contest website(s) and/or any social media platform/mobile application as applicable (“APP”), and the decisions of the Sponsor, other Contest Entities (and their authorized representatives) which are final and binding with respect to all matters pertaining to this Contest and all elements thereof.

**ELIGIBILITY**: The Change Agents Contest is only open to licensed insurance producers who are authorized to write business for Liberty Mutual Small Commercial or Safeco Insurance, age 18 or older (or the age of majority in entrant's state of residence) (together "Entrants"). All other agency employees and independent contractors, and Sponsor employees and their respective parent companies, their respective subsidiaries and affiliated companies, distributors, advertising/Change Agent agencies and individuals engaged in the development, production, or distribution of materials for, or implementation of the Change Agents Contest (collectively referred to herein as the “Change Agents Entities”), and the immediate family members (spouse, siblings, children and parents including foster and step-relations) or those living in their same household (whether or not related) as any person in any of the preceding categories are not eligible to enter or win a prize.

**HOW TO ENTER**:   Entrants can enter each of the 5 Change Agents Contest periods (1 entry per Change Agents Contest Period). For each Change Agents Contest Period that an eligible entrant wants to enter, they must submit an Entry Form that will be available on www.AgentGiving.com/agent-resources. All of the following 5 items on the Entry Form must be completed:

1. **A photo depicting volunteer work by the Agent or Agency that reflects the theme of the Change Agents** **Contest** **Entry Period.** The photo should show one or more people from the agency engaged in volunteer work, however if that is not possible due to social distancing, we will accept photos with fewer people and/or the product of a drive for supplies for the nonprofit.
2. **Photo Caption:** The Photo must be accompanied by a caption including a short description of the volunteer work, names of everyone in the photo, their titles, and affiliated organizations.
3. **Agency information:** The entrant must include their first and last name, name of the agency, agency master code, full address, website, contact email and social media sites.
4. **Nonprofit information:** The entrant must provide the name of the nonprofit nominated for the donation, contact person’s first and last name, email, phone, nonprofit address, Federal Tax ID number, mission statement and social media sites. The following types of individuals, activities and organizations are **not** eligible to receive donations through Change Agents:
5. Individuals, including requests for scholarship or fellowship assistance
6. For-profit entities, including small businesses
7. Political, labor or fraternal organizations and activities
8. Religious organizations without a secular community designation
9. Hospitals
10. Requests of support for promotional and marketing activities or merchandise
11. Individual schools, charter schools, private schools and Parent Teacher Associations (PTAs)
12. Endowments
13. Trips, tours and transportation
14. Foundations that are primarily grant-making agencies
15. Conferences or forums
16. Non-profit entities that have not received recognition from the Internal Revenue Service of their tax-exempt status under Section 501(c)(3)
17. **Entrant must obtain permission of everyone pictured in the photo and agree to the following statement on the Form:**

*I hereby represent and warrant that I have obtained the written permission of all recognizable persons (or for minors, the permission of their parents or legal guardian(s)) who appear in the attached photograph for Liberty Mutual Insurance Company to:*

* *Use their likeness in the Photo;*
* *Submit the Photo to Liberty Mutual;*
* *Grant to Liberty Mutual, the right to use each Photo in perpetuity, alone or accompanied by other material, in any manner and in any medium throughout the world for the purpose of advertising and/or promotion or any other purpose related to the Liberty Mutual and Safeco Insurance corporate giving and charitable contribution programs and programs to promote agency community involvement; and*
* *Confirm that Liberty Mutual owns the Photo.*

*I further represent and warrant that the exercise by Liberty Mutual of the rights granted hereunder will not infringe upon the rights of any third party, including any intellectual property rights, or right of privacy or publicity, that no payments to or permission from any third party is required for the exercise by Liberty Mutual of the rights granted to it hereunder, and that all hereby waive any right to inspect or approve the finished Photo or its use.*

1. **Entrant must also agree to the following statements on the Form:**

*If my photo submission is selected as a finalist for the voting period, my agency will commit to:*

* *Participating in an online voting contest and awareness campaign on* www.AgentGiving.com/Change-Agents *that could result in donation money for the nonprofit;*
* *Promoting my own photo submission during the voting period, and*

*I understand that if my application is selected for a Change Agent award:*

* *I or the agency employee indicated in the application and my agency will be named as the award recipient*
* *My agency will commit to collaborating with Liberty Mutual and Safeco Insurance and their partners to:*
  + *Ensure that a W-9 form for the nonprofit is made available in a timely manner to Liberty Mutual;*
  + *Provide in a timely manner any additional information that might be needed for the contest, such as review of editorial material;*
  + *Promote the Change Agents award and contest in my community in cooperation with a public relations firm, appointed by Liberty Mutual and Safeco, to help with promotional activities;*
  + *Make reasonable effort to present an over-sized check to the nonprofit organization in collaboration with my Liberty Mutual or Safeco representative. During the time which the CDC recommends social distancing due to COVID-19, the public relations firm will coordinate a virtual thank you to present with the promotional materials.*

Sponsor has the sole discretion to determine whether any of the entries do not meet the Entry Form requirements.

**ENTRY REQUIREMENTS/LICENSE GRANT:** Without limitation, any contest entry deemed by Sponsor, in its absolute discretion to be or contain content that is or may be construed as indecent, obscene, offensive, hateful, cruel, tortious, defamatory or that violates or infringes another’s rights, or disparages Sponsor (or its goods/services) or any other person or entity, or that does or appears to promote illegal, unlawful, dangerous, or harmful activities in any way will be disqualified. Sponsor reserves the right in its sole discretion to disqualify any entry/entrant at any time in the event it is determined that the entry is in any (other) way offensive, inappropriate, not in the spirit of the Contest or not in keeping with Sponsor’s image, or will have a detrimental impact on Sponsor, this Contest, or any of Sponsor’s brands, products or services, or if it is determined that the Entrant has not otherwise complied with these Official Rules—these provisions are not exclusive, are drafted to be purposefully expansive, and will be construed broadly by Sponsor in its absolute discretion.

By submitting an entry, entrants represent, warrant and covenant (and agree to release and indemnify Contest Entities from same) that their submitted entry (including but not limited to a caption and all content therein): (i) is the original creation of the entrant, has not been copied in whole or in part from any other work, and is the sole and exclusive property of the entrant (or entrants has all ownership rights thereto); (ii) is specifically created for the applicable program and has not been published (in whole or in part), received an award or honorable mention, nor been shown online, or submitted in any other promotion, competition, showing, or event previously; (iii) does not violate or infringe any copyright, trademark or other proprietary, publicity, privacy or any other rights of any person or entity; and (iv) any individuals who worked on or are mentioned in the entry in any manner have given entrant their express consent to submit the entry for the use contemplated (or if a minor, entrant has obtained consent of the minor’s parent or legal guardian). Entrant may be asked by Sponsor to provide evidence of the above in writing. Nothing herein shall be deemed an obligation of confidentiality.

**At the time you submit an entry, and whether or not selected as a finalist, you grant to Sponsor  a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use the entry, in whole and in part, and all the intellectual and property rights therein including the right to make derivative works, through-out the world, and further agree to execute all documents and perform all acts deemed necessary by Sponsor to protect Sponsor’ license in the intellectual property.** You understand and agree by granting this license your entry may be modified, edited, distorted, used in whole or in part, alone or in combination with other works, used in illusory or composite form, or in any other manner, as solely determined by Sponsor in any media and medium whatsoever now known or hereinafter developed (including without limitation print, broadcast, radio, digital, and on-line) without further compensation or review. You will not now nor in the future be paid for your entry or for granting Sponsor any of these rights.

Proof that you submitted an entry does not constitute proof or evidence that it was received within the Contest Period or eligible for the Contest or any element thereof. Without limitation, entries must be complete, compliant, submitted using the activity and Entry Form provided by Sponsor, and must be received by Sponsor within the applicable Contest Period.  Entries submitted via any other entry methods/platforms will not be accepted.

**FINALIST NOTIFICATION:** Finalist agents and their nominated nonprofit contacts will be notified via email on or about the dates reflected on the Chart set forth in these Official Rules.

**TAXES:** All federal, state, local taxes on the value of the Prize, if applicable, are the responsibility of the winner. An IRS form 1099 will be issued in the winner’s name if required by law.

**LIMITATIONS OF LIABILITY: BY PARTICIPATING, ENTRANTS AGREE TO THE FULLEST EXTENT PERMITTED BY LAW TO RELEASE, DISCHARGE AND HOLD HARMLESS THE SPONSOR AND OTHER CONTEST ENTITIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES, ASSIGNS AND AGENTS, (“RELEASED PARTIES”) FROM AND AGAINST ANY AND ALL ALLEGED AND/OR ACTUAL CLAIMS, CAUSES OF ACTION, DEMANDS, LOSSES, SETTLEMENTS (WHETHER OR NOT LITAGATION OR OTHER LEGAL PROCEEDINGS ARE COMMENCED), LIABILITIES AND DAMAGES OF ANY KIND WHATSOEVER EXISTING NOW OR ARISING IN THE FUTURE (INCLUDING, WITHOUT LIMITATION, BODILY INJURY, PERSONAL INJURY, DEATH, DISABILITY AND PROPERTY DAMAGE, VIOLATION OF PROPRIETARY, PUBLICITY, PRIVACY OR ANY OTHER RIGHT), COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS’ FEES, COURT COSTS, SETTLEMENT AND DISBURSEMENTS) DIRECTLY OR INDIRECTLY ARISING OUT OF USE OF THE ENTRY IN WHOLE OR IN PART, THE ACCEPTANCE, POSSESSION, USE, MISDIRECTION, OR MISUSE OF A PRIZE OR ANY ELEMENT THEREOF, PARTICIPATION IN THE CONTEST AND ANY ELEMENT THEREOF AND/OR PRIZE RELATED ACTIVITY, AND ACCESS/USE OF ALL WEBSITES/APPS, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF ONE OR MORE OF THE RELEASED PARTIES.** To the fullest extent permitted by law, entrants covenant not to sue any Released Party or cause them to be sued regarding any matter released in these Official Rules, and further covenant not to disaffirm, limit or rescind these releases. A waiver by one or more of the Released Parties of any term in these Official Rules does not constitute a waiver of any other provision.

**IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS CONTEST AND ANY ELEMENT THEREOF, PARTICIPATION IN THE CONTEST AND/OR ANY PRIZE ACTIVITIES AND ANY ELEMENT THEREOF, THE ACCEPTANCE, POSSESSION, USE, MISDIRECTION OR MISUSE OF A PRIZE OR ANY ELEMENT THEREOF OR ANY RELATED ACTIVITIES, OR ACCESS TO AND USE OF ANY PARTICIPATING WEBSITE(S)/APPS OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID WEBSITE(S)/APPS. WITHOUT LIMITING THE FOREGOING, ALL PRIZES AND EVERYTHING ON THE WEBSITE/APP IS PROVIDED "AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.**

**PUBLICITY RELEASE:** By entering the Contest, submitting any materials and/or accepting a prize (where legally permitted), entrants and winners hereby irrevocably consent, where lawful, to the use (but without obligation) by Sponsor (and their affiliated companies and their respective authorized representatives) of their name, image, photographs, videotape, likeness, hometown name, biographical information, voice as well as any statements made by winner regarding the Contest or Sponsor (provided they are true) for publicity, trade, advertising and promotional purposes in all media now known or hereafter developed worldwide, including but not limited to the Internet, mobile devices, and World Wide Web, without additional compensation, and without the right of review, notification or approval.

**GENERAL CONDITIONS:** Neither Sponsor nor any of the other Contest Entities are responsible for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Website/APP, or other connections availability, accessibility or traffic congestion, or miscommunications, or failed computer, network, telephone, satellite, cable hardware, software or lines, or technical failure, or jumbled, scrambled, delayed, or misdirected transmissions, or computer hardware or software malfunctions, failures or difficulties, incompatibility, failures or errors of any kind whether human, mechanical, electronic or network, or the incorrect or inaccurate capture of entry, winner or other information, nor for the failure to capture any such information. ANY ATTEMPT BY ANY PERSON TO TAMPER WITH, ABUSE OR DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES AGAINST AND FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION. Should any portion of the Contest be, in Sponsor’s sole opinion, compromised by virus, worms, bugs, non-authorized human intervention, technical failures or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole and absolute discretion to suspend, modify or terminate the Contest, or any element thereof, and select winners from eligible entries received prior to action taken, or as otherwise deemed fair and appropriate by Sponsor if at all. Sponsor is not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. In the event of a dispute regarding entries received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account used to enter at the time of entry will be deemed to be the entrant and must comply with these rules. The authorized account subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses or phone numbers. If there still remains a dispute, Sponsor reserves the right to make eligibility determinations in its sole discretion. In the event of any discrepancy, ambiguity, inconsistency, printing or any other error or miscommunication in any advertising, Contest materials and/or any other information relating to this Contest (in any and all media and by any person/entity), these Official Rules shall govern.

**FORCE MAJEURE:** Contest Entities shall not be liable to entrants, winners or any other person or entity for failure to execute the Contest or supply a prize, or any part thereof, by reason of any act of God, any action(s), regulation(s) order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist act, cyber-attack, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any similar or dissimilar event beyond their reasonable control.

**DISPUTES/ARBITRATION:** THIS CONTEST IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF WASHINGTON WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. Entrants are solely responsible for compliance with all applicable laws, rules and regulations including but not limited to tax and similar reporting obligations imposed by the Federal, state and local authorities. As a condition of participating in this Contest, entrants agree that any and all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participant’s rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, and any other disputes that cannot be informally resolved between the parties arising out of or connected with this Contest or any element thereof shall be resolved individually, *without resort to and waive their rights to claim any form of class action*, exclusively before a neutral one person **arbitration** panel located in Seattle, WA.

**PRIVACY POLICY:** For information about how the Sponsor uses personal information collected in connection with this Contest, please see Sponsor’s privacy policy, located at https://www.libertymutualgroup.com/about-lm/corporate-information/privacy-policy and http://www.safeco.com/privacy-policy

**CONTEST**

**SPONSOR:** The “2021 Change Agents” Contest (“Contest”) is sponsored by Liberty Mutual Insurance Company and Safeco Insurance Company of America (“Sponsor”), Safeco Plaza, 1001 Fourth Avenue, Seattle, WA 98154.

**HOW THE CONTEST WORKS:** Within 7 calendar days of the conclusion ofeach of the 5 Contest Entry Periods, Liberty Mutual and Safeco will choose ten (10) photo submission finalists to compete in a voting contest on www.AgentGiving.com/Change-Agents (“Website”). All nonprofits associated with the photo submission must meet the requirements in section iv of this document and be verified as 501(c)(3) non-profit organizations in order for that submission to be eligible as a finalist. Liberty Mutual and Safeco will publish 10 selected finalist photo submissions on Website and promote the Contest during the Contest Voting Period on our owned agent communications channels as well as the following social media platforms: Facebook, Instagram, Twitter and LinkedIn. The 10 finalist agents will have five business days (corresponding to the dates on the Chart) to encourage their supporters to visit Website and vote for their photo submission.

While entrants may forward or share with family, friends and direct known contacts, please do not engage in phishing or spamming. Apparent or suspected phishing or spamming, or the use of any unauthorized method or automated system to participate, or to acquire (unauthentic) entries, or votes is prohibited, as is posting content to irrelevant or inappropriate sites to obtain votes, and, if discovered at any time will void the applicable votes.

**WINNERS SELECTION:** For Voting Period, the three (3) photos that receive the most total Votes will win the corresponding Prize outlined in the Chart for the nominated nonprofit and the agency. Only Votes that are made via the Vote button on the entrant’s photo contest page on Website during the Voting Period will count. Voting will open on the first day of the Contest Voting Period for each theme, at 11:00 A.M. (PT) and close at 12:00 P.M. (PT) on the last day of each Contest Voting Period and winners will be announced on the following Monday via Website, and winners will also be notified via email. In the event of a tie, the Prize will go to the photo that received the most comments on their Photo during the Voting Period. If that does not break the tie, the Prize will be split between the two agencies: each nonprofit will receive $2,500 and each agency will receive the full public relations service package.

**COUNTING VOTES:** To ensure that votes are cast fairly, if the number of unique individual visitors on the photo voting page is fewer than the number of votes for the photo, the number votes exceeding the number of individual users will be subtracted from the total number of votes.

**PRIZES**: (10) prizes will be awarded per Individual Contest. There will be (1) first, second and third place prize and (7) runner up prizes awarded per Individual Contest Voting Period.

* (1) First Place Prize will be awarded to the agency with the photo with the highest number of votes. The prize includes:
  + A contribution to their nominated nonprofit in the amount of $3,000. The actual donation checks will be mailed directly to the donation recipient by the Liberty Mutual charitable giving partner, Fidelity Charitable, on or around two weeks after the voting period ends. Fidelity Charitable will need to contact the nonprofit for due diligence and verify mailing address.
  + One story written about the agent’s volunteer work with the nonprofit which Liberty Mutual and Safeco will promote on Website and social media.
  + A public relations service package (“PR Service Package” valued at $3,200), consisting of the following: Consultation with a national public relations firm to write a press release, coordination of a photo op featuring the agency and nonprofit staff, pitching the press release and photo to the agent and nonprofit’s local media on behalf of the winners. Approximate retail value of each First Place Prize: $6,200.00
* (1) Second Place Prize will be awarded to the agency with the photo with the second highest number of votes. The prize includes:
  + A contribution to their nominated nonprofit in the amount of $2,000. The actual donation checks will be mailed directly to the donation recipient by the Liberty Mutual charitable giving partner, Fidelity Charitable, on or around two weeks after the voting period ends. Fidelity Charitable will need to contact the nonprofit for due diligence and verify mailing address.
  + Mention on Website of agency’s second place finish.
  + Approximate retail value of each Second Place Prize: $2,000.00
* (1) Third Place Prize will be awarded to the agency with the photo with the third highest number of votes. The prize includes:
  + A contribution to their nominated nonprofit in the amount of $1,000. The actual donation checks will be mailed directly to the donation recipient by the Liberty Mutual charitable giving partner, Fidelity Charitable, on or around two weeks after the voting period ends. Fidelity Charitable will need to contact the nonprofit for due diligence and verify mailing address.
  + Mention on Website of agency’s third place finish.
  + Approximate retail value of each Third Place Prize: $1,000.00
* (7) Runner Up Prizes will be awarded to the agencies with the photo with the fourth through tenth highest number of votes. The prize is a $100 donation to the nominated nonprofit. The actual donation checks will be mailed directly to the donation recipient by the Liberty Mutual charitable giving partner, Fidelity Charitable, on or around two weeks after the voting period ends. Fidelity Charitable will need to contact the nonprofit for due diligence and verify mailing address.
  + Approximate retail value of each Runner Up Prize: $100.00 (for a total of $700.00)
* Total ARV of all agency prizes per Individual Contest Period: $9,900.00. Total value of all prizes during Contest Period: $49,500. An agency can win only one prize during the entire Contest Period.

**WINNERS LIST:** To obtain a list of winners of Contest Prizes, mail your request with a U.S. sufficiently self-addressed, stamped envelope to be received by December 31, 2021 to: Safeco Insurance, **2021 CHANGE AGENTS™ CONTEST,** 1001 4th Ave #1800, Seattle, WA 98154 Attn: Agent Giving Programs Team.