**2021 SUMMER MAKE MORE HAPPEN™ PROGRAM 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 Summer Make More Happen” 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 May 3, 2021 and ends 11:59 p.m. PT on November 30, 2021 (“Contest Period”).

**AGREEMENT BY ENTRANTS:** By entering the 2021 Summer Make More Happen 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 Make More Happen 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"). A non-appointed agency employee may apply to the program but must name an appointed agent as the award winner. All other agency employees and independent contractors, and Sponsor employees and their respective parent companies, their respective subsidiaries and affiliated companies, distributors, advertising agencies and individuals engaged in the development, production, or distribution of materials for, or implementation of the Make More Happen Contest (collectively referred to herein as the “Make More Happen 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**:   There are two components to the Contest.

1. **First Component – Submit Application**: To earn an entry into the first component, Entrants must submit an Application that will be available on [www.AgentGiving.com/agent-resources](http://www.AgentGiving.com/agent-resources%20). The entry period for submitting the Application is from May 3, 2021 through July 2, 2021 (“Application Entry Period”). All required Application questions must be completed including:
2. Entrant’s territory manager information
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 handles.
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 Make More Happen Award:
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. Short response questions about the agency’s volunteer work with the nominated nonprofit, their response to supporting the nonprofit in 2020 and their plan to promote their award if chosen as a Finalist.
18. **Three (3) photos depicting volunteer work by the Agent or Agency for the nominated nonprofit.** The photos should follow [these guidelines](https://www.agentgiving.com/wp-content/uploads/IAG_PHOTO_TIPS_11.1.19.pdf).
19. **Photo Caption:** Each Photo must be accompanied by a caption including a short description of how the photo relates to their volunteer work for the nonprofit, names of everyone in the photo, their titles, and affiliated organizations.
20. **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 submission is selected as a finalist for 2021 Summer Make More Happen, my agency will commit to:*

* *Participating in a promotional challenge on* www.AgentGiving.com *that could result in additional donation money for the nonprofit;*
* *Promoting my own award story on www.AgentGiving.com/Make-More-Happen during my awareness campaign period, and*
* *My agency will be named as the agency 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 the Independent Agent Giving program manager;*
  + *Provide in a timely manner any additional information that might be needed for the awareness campaign, such as review of editorial material;*
  + *Promote the Make More Happen Award and my award story 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 coordinate a virtual photo with members of my agency and the nonprofit to accompany the press release materials pitched to my local media outlets.*

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

|  |  |  |
| --- | --- | --- |
|  | **Application open** | **Application close** |
| **2021 Summer Make More Happen Award – entry period dates** | May 3, 2021 | July 2, 2021 |

**Second Component – Participation in Awareness Campaign**: The winners of the First

Component (“Finalists”) could also win an additional $5,000 donation and local public relations service package by participating in an awareness campaign (“Awareness Campaign”) to promote their nonprofit and their award story, which will be published on [www.AgentGiving.com](http://www.AgentGiving.com)/make-more-happen. Each Finalist will have one week to promote their story and achieve a combined total of 500 shares to Facebook®, LinkedIn® and Twitter® and comments on their award story webpage

**Participation Requirements**: Each Finalist must successfully complete the following requirements for the Awareness Campaign to win the additional $5,000:

1. Award story is published on the first day of their promotional period
2. Finalists have seven (7) days to get a combined 500 shares and comments of their award story.
3. A story is shared by using the social share buttons on the award story webpage.
4. Anyone may leave a comment using the comment function at the bottom of the story.
5. One person may vote: once per social media platform and one comment on each of their devices.

If a Finalist does not get 500 shares and/or comments on their award story by the end of their Awareness Campaign Promotion Period, they will not receive the additional $5,000 prize.

**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.

**PRIZES AND WINNER(S) SELECTION:**

* **For the First Component**, **Application Submission**, seventeen (17) Prizes will be awarded. Each Prize includes:
  + A contribution to their nominated nonprofit in the amount of $5,000. 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 Finalists are announced. 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 the Website, our owned media channels and social media.
  + A public relations service package (“PR Service Package” valued at $1,600), consisting of the following: Consultation with a national public relations firm to write a press release and pitching the press release and a submitted volunteer photo to the agent and nonprofit’s local media on behalf of the winners.
  + Approximate retail value of each Prize: $6,600.00, for a total prize amount of $27,200.

**Winner Selection:** Valid Applications submitted during the Application Period will be pre-screened for nonprofit eligibility and meeting the photo guidelines. Applications that pass the pre-screen will be evaluated by a volunteer committee of Liberty Mutual employees, Liberty Mutual and Safeco will choose seventeen (17) Finalists as winners.

* **For the Second Component,** **Participation in Awareness Campaign,** up to seventeen (17) Prizes will be awarded. Each Prize includes:
  + An additional contribution to their nominated nonprofit in the amount of $5,000. The second actual donation check will be mailed directly to the donation recipient by the Liberty Mutual charitable giving partner, Fidelity Charitable, on or around two weeks after the Awareness Campaign ends. Fidelity Charitable will need to contact the nonprofit for due diligence and verify mailing address.
  + A second round of public relations support to promote the total award amount and coordination of a virtual photo op with members of the agency, nonprofit and Liberty Mutual or Safeco Insurance Territory Manager to include with the second press release.
  + Approximate retail value of each Prize: $6,600.00, for a total prize amount up to $27,200.

**Winner Selection:** Each Finalist who successfully completes the requirements for the Awareness Campaign will win a Prize.

* Total approximate ARV of all agency prizes for the 2021 Summer Make More Happen Awards is up to $54,400. An agency can win only one prize during the entire Contest Period.

**FINALIST NOTIFICATION:** Finalist agents and their nominated nonprofit contacts will be notified via live announcement via Facebook Live on both Liberty Mutual and Safeco Insurance agent-facing Facebook pages and will receive an 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

**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 SUMMER MAKE MORE HAPPEN™ CONTEST,** 1001 4th Ave #1800, Seattle, WA 98154 Attn: Independent Agent Giving program manager.