

# Progressive Clickbacks Instant Win Sweepstakes



In an era when people are paying more attention than ever before to what's real and what's not, Progressive Insurance is offering consumers a real chance to win real money through a clickbacks sweepstakes campaign.

For five days, Progressive will randomly select 50 lucky people that click on select banner ads to win \$668, the average annual amount saved from switching to Progressive. *(National average annual car insurance savings by new customers surveyed who saved with Progressive in 2017.)*

This is a real sweepstakes with real money. No strings attached. Of the thousands of ads people see each day, it'll

be the one people wish they had clicked.

How can you get your chance at the dough? Between February 18 and February 22, keep an eye out online for Progressive banner ads featuring \$668 and click to enter for a chance to win. It's that simple.

## Progressive Clickbacks Instant Win Sweepstakes

### Official Rules

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

BY PLAYING THE INSTANT WIN PROMOTION, EACH POTENTIAL WINNER AGREES TO THESE OFFICIAL RULES.

#### 1. Eligibility:

The Progressive Clickbacks Instant Win Game (the "Promotion") is open only to legal residents of the fifty (50) United States and the District of Columbia, who are eighteen (18) years or older at the time of entry (or 19 for residents of AL and NE). Void where prohibited by law. No purchase necessary to enter the Promotion. Employees of Progressive Casualty Insurance Company (the "Sponsor"), Brandmovers, Inc., 590 Means Street, Suite 250, Atlanta, GA 30318 ("Administrator"), or any of their respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Promotion (collectively with Sponsor and Administrator, the "Promotion Entities") and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members of each such employee are not eligible to enter or win. The Promotion is subject to all applicable federal, state, and local laws and regulations. Participation constitutes potential Instant Winner's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

#### 2. Promotion Period

The Promotion begins on February 18, 2019 at 12:00:00 AM Eastern Time ("ET") and ends on February 22, 2019 at 11:59:59 PM ET (the "Promotion Period"). The Website clock is the official timekeeper for this Promotion.

#### 3. How to Play/Be an Instant Winner

At any time during the Promotion Period, participants may see a Progressive digital banner advertisement (the "Ad") while online. If the participant clicks the Ad, and is taken to a Promotion landing page ("Promotion Page") containing an instant win message ("Instant Win Message"), that participant is deemed a potential winner (each

an “Instant Winner”). If the participant clicks on the Ad, and is taken to the Progressive.com website, he or she is not an instant winner.

Upon landing on the Promotion Page, each potential Instant Winner will be requested to follow on-screen instructions to complete the winner form requiring full name, email address, phone number and confirmation that the potential Instant Winner is above the age of 18 (“Prize Claim”). Upon Administrator’s receipt of the Prize Claim, Administrator will contact each potential Instant Winner and each Instant Winner will then receive an Affidavit and Release of Liability and Publicity (where legal) (“Release Forms”) via email. Each potential Instant Winner will then have ten (10) business days to complete and return the Release Forms to Administrator. Within 90 days of receipt of the signed and notarized Release Forms, the Instant Winner Prize will be mailed to the mailing address provided by the Instant Winner. Sponsor is not responsible for lost, late, damaged, misdirected, mail or human error that may occur in the mailing of the Instant Win Prizes.

There will be a total of 50 Instant Winners in the Promotion during the entire Promotion Period, and each Instant Winner will be determined by a randomly populated time-stamp table of a pre-determined time each day throughout the Promotion Period. For purposes of this Promotion, a day shall begin at 12:00:00 AM ET and end at 11:59:59 PM ET each day during the Promotion Period. Instant Winners will be notified on-screen immediately following the click of the Ad, as set forth above. Odds of being an Instant Winner depend on the time of day the Promotion is played and the number of Instant Winner Prizes remaining available. Limit one (1) Instant Winner per person during the entire Promotion Period. Sponsor's decisions as to the administration and operation of the Promotion is final and binding in all matters related to the Promotion. Failure of the potential Instant Winner to complete and submit the Prize Claim, or return the Release Forms, as set forth above, will result in disqualification and an alternate potential Instant Winner may be selected, time permitting.

#### 4. Privacy Policies and Data Collections:

Information provided by you in connection with this Promotion is subject to Sponsor’s privacy policy located at <http://www.progressive.com/privacy> and Administrator’s privacy policy located at <http://brandmovers.com/terms-and-conditions>. By providing your personal information in connection with this Promotion, you agree that the Sponsor (or Administrator, on Sponsor’s behalf) has the right to contact you by phone or email accounts provided in the Prize Claim to administer and fulfill this Promotion.

#### 5. PRIZES/APPROX. NUMBER OF AVAILABLE PRIZES/ APPROX. RETAIL VALUES (“ARV”)

Fifty (50) Instant Winner Prizes – \$668 check from Progressive, and a Progressive SWAG pack, which includes: a Progressive Pen, Ribbon and a card for instructions for a social post ARV: \$680.00 each. Prizes consist of only the item specifically listed as the prize. No substitutions or transfer of prize allowed, except that Sponsor may substitute any portion of the prize for one of equal or greater value at any time. Prize winner is solely responsible for all federal, state and local taxes on the Prize. Each Instant Winner will be required to provide his/her social security number in order to receive the Instant Winner Prize, so Administrator can submit a 1099 to the proper tax authorities required for any prize exceeding \$600.00.

#### 6. Conditions and Releases

By participating in the Promotion, each potential Instant Winner agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Promotion; (b) release and hold harmless the Promotion Entities from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a potential Instant Winner’s entry, creation of an entry or submission of an entry, participation in the Promotion, acceptance or use or misuse of prize and/or the broadcast, exploitation or use of entry; (c) indemnify, defend and hold harmless the Promotion Entities from and against any and all claims, expenses, and liabilities (including reasonable attorney’s fees) arising out of or relating to an entrant’s participation in the Promotion and/or entrant’s acceptance, use or misuse of any Prize, and (d) allow Sponsor’s use for promotional purposes, of his/her name and likeness, where legal, without any additional compensation or approval.

#### 7. General Conditions

Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, for any reason whatsoever, including, without limitation, fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction or if any fraud,

technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. If the Promotion is terminated before the designated end date, Sponsor will (if possible) select the Winners in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the participation process or participating in the Promotion or the operation of the Promotion or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Only the type and quantity of prizes described in these Official Rules will be awarded. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

## 8. Limitations of Liability

The Promotion Entities as set forth above are not responsible for: (1) any incorrect or inaccurate information, whether caused by potential Instant Winner, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the registration process or playing the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of instant win messages; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any Prize. If for any reason an Instant Win Message is confirmed to have been erroneously lost, incorrect, or otherwise destroyed or corrupted, potential Instant Winner's sole remedy is another Promotion play that day, provided that if it is not possible to award another Instant Win Prize due to discontinuance of the Promotion, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the Prizes offered herein. Entrant further agrees and acknowledges that Sponsor reserves the right to forfeit or award any unclaimed or leftover Prize at its sole discretion. If, due to any technical or other error, more Instant Win Messages occur or more Instant Win Prizes are claimed than are intended to be awarded per Rule #3, the intended Prizes will be awarded in a random drawing from among all verified Prize Claims received. In no event will Sponsor be obligated to award more than the stated number of Prizes.

## 9. Disputes/Governing Law

Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Promotion, other than those concerning the administration of the Promotion or the determination of Winners or for any disputes arising from the loss or injury from the participation in a Prize, shall be resolved individually, without resort to any form of class action; (ii) any disputes arising out of these Official Rules (except for any disputes arising from the loss or injury from the use of Grand Prizes) shall be submitted to final, binding arbitration conducted in Ohio under the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services Inc. before a single, neutral arbitrator who is a former or retired Ohio state or federal court judge with experience in entertainment matters who shall follow Ohio law and the Federal Rules of Evidence and have no authority to award punitive damages. Either party may enforce a final arbitration award in any court of competent jurisdiction in Ohio, including an award of costs, fees and expenses incurred in enforcing the award. Notwithstanding the foregoing, Released Parties shall be entitled to seek injunctive relief (unless otherwise precluded by any other provision of these Official Rules) in the state and federal courts of Ohio. Any dispute or portion thereof, or any claim for a particular form of relief (not otherwise precluded by any other provision of these Official Rules), that may not be arbitrated pursuant to applicable state or federal law may be heard only in a court of competent jurisdiction in Ohio; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, 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. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to any choice of law or conflict of law rules (whether of the State of Ohio or any other jurisdiction), which would cause the application of the laws of any jurisdiction

other than the State of Ohio.

#### 10. Promotion Winners.

For the names of winners (available after March 31, 2019), send a hand-printed, self-addressed, stamped envelope by March 21, 2019 to: Winners List, Progressive Clickbacks Instant Win Game Winners, c/o Brandmovers, Inc., 590 Means Street, Suite 250, Atlanta, GA 30318. Residents of Vermont residents omit postage.


#### 11. Official Rules

For a copy of these Official Rules see <https://progressive.mediaroom.com/clickbacks> during the Promotion Period, through February 22, 2019.

#### 12. Sponsor:

Progressive Casualty Insurance Company, 6300 Wilson Mills Rd. Mayfield Village, OH 44143

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Additional assets available online:  [Video \(1\)](#)

<https://progressive.mediaroom.com/clickbacks>