

## **SimplyIOA Corporate 5K Sweepstakes September 2020**

### **OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR PARTICIPATE IN THE SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. SWEEPSTAKES BEGINS AT 12:01 AM (ET) ON SEPTEMBER 1, 2020 AND ENDS AT 11:59 PM (ET) ON NOVEMBER 14, 2020.**

**1. HOW TO ENTER:** There are **three (3)** ways to enter the sweepstakes:

(1) Online. Complete an insurance quote request at [www.SimplyIOA.com](http://www.SimplyIOA.com) and click on “submit” (an “Online Entry”).

(2) Postcard. Print your name, address, telephone number, and age on a 3" X 5" piece of paper and send completed entry to: SimplyIOA Corporate 5K Sweepstakes 3210 Lake Emma Road, Suite 3090, Lake Mary, FL 32746 (a “Postcard Entry”).

(3) Phone. Call 833-872-4467 to obtain an insurance quote (a “Phone Entry”).

All Online Entries must be received by 11:59 PM (ET) on November 14, 2020; all Phone Entries must be received by 8:00 PM (ET) on November 14, 2020 and all Postcard Entries must be postmarked by 11:59 PM (ET) on November 14, 2020 to be eligible for the drawings. No mechanically reproduced entries or illegible, incomplete, forged or altered entries will be accepted. SimplyIOA, LLC (“SimplyIOA”) is not responsible for: (i) late, lost, stolen, damaged, garbled, delayed, postage due, misaddressed, or misdirected entries or mail; (ii) technical, hardware or software malfunctions, lost or unavailable network or internet connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications, whether caused by the sender or by any of the equipment or programming associated with or utilized in this sweepstakes; (iii) the incorrect or inaccurate capture of information whether caused by Website users, tampering, hacking or by any equipment or programming associated with or used in the sweepstakes; (iv) errors of any kind whether human, mechanical, electronic, network or otherwise arising out of or relating to the sweepstakes; (v) theft, loss, or destruction of, or damage to, an Online Entry or Postcard Entry, in whole or in part; (vi) electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind or insufficient space in an entrant’s e-mail account to receive e-mail messages, and (vii) any other factors beyond the reasonable control of SimplyIOA. Each entrant assumes all risk of a damaged, lost, late, incomplete, invalid, incorrect or misdirected Online Entry or Postcard Entry. Each entry must be mailed or submitted separately. Limit of one (1) Online Entry per e-mail address. All entries become the exclusive property of SimplyIOA and will not be returned.

**2. PRIZES AND ODDS:** Five (5) Grand Prizes: One (1) free pair of running shoes (up to \$150.00 value) purchased from Track Shack Orlando. Total retail value of all prizes is seven hundred and fifty dollars (\$750.00). Odds of winning are determined by the number of eligible entries received. All prizes will be awarded (assuming sufficient number of eligible entries). Limit one (1) prize per family or household. SimplyIOA retains the right to substitute prizes of equal or greater value when necessary. Any difference between the stated value and actual value will not be awarded.

**3. ELIGIBILITY:** The sweepstakes is open to individual legal residents of Florida, eighteen (18) years of age or older as of the beginning of the sweepstakes, except for employees and their immediate families (spouse, parents, siblings, and children) and members of the same household of Track Shack of Orlando, LLC ("Track Shack"), SimplyIOA and each of their respective parent organizations, subsidiaries, affiliates, directors, officers, owners, advertising and promotion agencies, and agents. Proof of eligibility may be required. Limit one (1) entry per person; anyone who submits multiple entries is subject to disqualification. You may request multiple quotes but will only receive one (1) entry.

**4. SELECTION OF WINNERS:** Winners will be determined from among all eligible entries received by random drawings to be conducted on October 16, 2020, October 23, 2020, October 30, 2020, November 6, 2020 and November 17, 2020 by a representative of SimplyIOA, whose decisions are final on all matters relating to this sweepstakes. Winners will be notified by email and/or phone.

The prizes are not redeemable for cash and may not be transferred or substituted. If by reason of a printing or other error, more prizes are claimed than the number set forth in these Official Rules, all persons making purportedly valid claims will be included in a random drawing to award the advertised number of prizes available in the prize category in question. No more than the advertised number of prizes will be awarded.

**5. VERIFICATION OF WINNERS AND DELIVERY OF PRIZES:** Winners may be required to sign an Affidavit of Eligibility and Liability Release and, where permitted, a Publicity Release. Prizes may be awarded to alternate winners selected randomly from other eligible entries if: (i) Affidavit/Release is not returned within seven (7) days after sending to winners; (ii) winners fail to meet the eligibility requirements set forth in Section 3; (iii) the prize notification letters or prizes are returned as undeliverable; (iv) two (2) attempts to contact winners by phone and/or email are unsuccessful; or (v) winners decline the prizes.

## **6. DISPUTE RESOLUTION**

(a) Informal Dispute Resolution. Prior to filing any arbitration proceeding pursuant to paragraph 6(b) hereof, the party intending to file such a proceeding shall notify the other party in writing of the existence and the nature of the dispute. The parties each agree that within ten (10) business days of the other party's receipt of such notice, a representative of each party shall meet in-person for a minimum of one (1) eight (8) hour day, or such shorter period of time if the dispute is more quickly resolved, in Orlando, Florida in order to attempt to amicably resolve the dispute. If such informal dispute resolution attempts prove to be unsuccessful, the notifying party may initiate the dispute resolution procedures available as set forth herein. Each party shall bear its own costs associated with the meeting and in no event shall either party be liable to the other for any costs or expenses incurred as a result of such meeting.

(b) Arbitration. Except as provided in paragraph 6(c) with respect to injunctive proceedings, and paragraph 6(a) with respect to informal dispute resolution, all controversies,

disputes or claims arising between the parties arising out of or related to the sweepstakes shall be submitted promptly for arbitration to be conducted in Orlando, Florida, and administered by the American Arbitration Association. Such arbitration proceedings shall be resolved by a single arbitrator selected by mutual agreement of the parties. If the parties are unable to agree on the appointment of the arbitrator to resolve the dispute within thirty (30) days from the date when the request for arbitration initially has been communicated to the other party, such appointment shall be made by the American Arbitration Association. The arbitrator shall have the right to award or include in the award any relief deemed proper under the circumstances, including attorneys' fees and costs incurred by the prevailing party. The award and decision of the arbitrators shall be conclusive and binding upon all parties hereto and judgment upon the award may be entered in any court of competent jurisdiction. The parties waive any right to contest the validity or enforceability of such award.

(c) Injunctive Relief. The parties acknowledge that violation of these Official Rules would cause irreparable harm that would not be adequately compensable by monetary damages. In addition to other relief, it is agreed that preliminary and permanent injunctive relief will be available to prevent any actual or threatened violation of such provisions.

**7. GENERAL:** This sweepstakes is void where prohibited or restricted by law and is subject to all applicable federal, state and local laws and regulations. The sweepstakes shall in all respects be governed by, and construed in accordance with, the laws of the State of Florida, including all matters of construction, validity and performance, without giving effect to its conflict of laws provisions. Taxes and fees, if any, are the sole responsibility of winners. Winners may be required to sign an IRS form 1099 or the equivalent. By participating in this sweepstakes, each entrant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of the judges, and warrants that he or she is eligible to participate in the sweepstakes. SimplyIOA reserves the right, in its sole discretion, to disqualify any entrant from this sweepstakes or any other promotion conducted now or in the future by SimplyIOA, and Track Shack and each of their respective parent organizations, subsidiaries, affiliates, directors, officers, owners, advertising and promotion agencies, and agents if he or she tampers with the entry process or his or her fraud or misconduct affects the integrity of the sweepstakes. SimplyIOA reserves the right to cancel, terminate or modify the sweepstakes should any virus, bug, tampering, technical failure, unauthorized human intervention or other cause beyond SimplyIOAs' control, corrupt or affect the administration, security, fairness or proper conduct of the sweepstakes. SimplyIOA is not liable to a winner or to any other person for failure to supply the prizes described herein (or any part thereof) by reason of such prizes (or any portion thereof) becoming unavailable or impracticable to award for reasons beyond the reasonable control of SimplyIOA, or for any force majeure event, technical or equipment failure, terrorist acts, labor dispute, or act/omission of any kind (whether legal or illegal), transportation interruption, civil disturbance, or any other cause beyond the reasonable control of SimplyIOA. Each entrant agrees to hold harmless and indemnify SimplyIOA, Track Shack and each of their respective parent organizations, subsidiaries, affiliates, directors, officers, owners, advertising and promotion agencies, and agents (collectively, the "Indemnified Parties") from any and all liability, loss or damages or causes of action arising from or in connection with such entrant's participation in or winners' receipt or use of the prizes awarded in the sweepstakes. Entrants agree to the use of their name,

likeness, biographical data, and/or voice in any and all advertising, promotions, and other publicity conducted by the Indemnified Parties, in any medium, without additional authorization, compensation, or remuneration to the extent permitted by law. SimplyIOA is responsible only for delivery of prizes, and not for use, utility, quality, or otherwise.

**8. WINNERS LIST:** To obtain the list of winners, send a self-addressed, stamped envelope to: SimplyIOA Corporate 5K Sweepstakes, 3210 Lake Emma Road, Suite 3090, Lake Mary, FL 32746. Requests must be received by November 20, 2020. The list will be sent after selection of winners.

**9. SPONSORS:** SimplyIOA. 3210 Lake Emma Road, Suite 3090, Lake Mary, FL 32746 and Track Shack. 1104 N Mills Ave, Orlando, FL 32803.