Scratch and Win with Encompass

October 1, 2020 - December 31, 2020

Win your choice of 100+ retail gift cards in values of

\$10, \$25, \$50, \$75 and \$100

or choose to donate your winnings to various charities!

WIN EVERY TIME you write a new

business policy with the Encompass Scratch and Win Promotion. Be on the lookout for your "Scratch and Win" email by Tuesday. Enter in your name, email and Express Id and click "Play" to see your winnings! Your first scratch will arrive on October 6th!







If you have any questions regarding the contest, please contact your Territory Sales Consultant.



Promotional Period:

The Promotion begins on **10/1/20** 12:01 AM CST and ends on **12/31/20** at 11:59 PM CST. After the Promotion Period ends, entrants have until January 14, 2021 to play the scratch off.

How to Qualify:

- To qualify for and receive any award, independent agencies must have a valid, in-force contract with Encompass at the time the award is made.
- All policies, from policy 1 are eligible.
- Production written during the Promotion Period will be counted based on "Issued" date.
- All promotions and incentives will be measured using all lines new business (excludes cancel re-writes from closed-to-open and open-to-open book, Umbrella, Boat, Fire lines of business). Production net of cancellations and re-writes.
- Each new business policy (package, segment home, segment auto) is counted as one (1) policy issued during the promotion.
- Account Rounds (Segment auto or home/condo to Package Policy) are not eligible.
- Notification to winners will occur via email with the subject line indicating
 -"Congratulations, You're a Winner." The email will be sent the week after the
 new business policy is issued.
- Gift Card types are randomly selected via a third-party application.
- Once the winner clicks on the play button the board opens for you to scratch.
- Gift Card distribution may occur up to 14 days after Promotion Period and will be noted in congratulations email.
- Agency participating is not eligible for an other local Encompass promotions.
- The right to review all qualifiers and, when necessary, rescind qualification remains with Encompass.

Prizes:

Approximate retail value of each prize per contestant varies from \$10 - \$100.

The value of any incentive earned and paid under this program is considered a compensation award paid to the agent of record. As such, the value of the incentive will be included in the Agent's 1099-MISC form just the same as their commissions are reported. If the agent of record decides to pass the incentive along to one or more of the agency staff, the value of the incentive is still reported on the agent of record's Form 1099-MISC. The agent of record should consult with their own tax advisor as to the tax considerations of providing these incentives to their staffs. No award tax offset will be provided by the company. Encompass Insurance Company and its affiliates. Northbrook, IL.



Encompass Scratch & Win Sales Official Rules

NO PURCHASE OR QUOTE NECESSARY. A PURCHASE, QUOTE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

Eligibility: Encompass Scratch & Win Sales Promotion (the "Promotion") is open only to all independent agencies with a valid in-force contract with Encompass with a state insurance license and appointment, who are at least eighteen (18) years old at the time of entry and legal residents of fifty (50) United States and the District of Columbia at the time of entry. The following are not eligible for the Promotion: (1) licensed agents and their respective parent, subsidiary, successors, assignees, and affiliated companies, and their respective advertising and promotion agencies (collectively, the "Promotion Entities"); (2) persons providing support services to any sales agent authorized to represent the Promotion Entities (whether those persons are employed by agent or not); or (3) the "immediate family members" and/or "household members" of any of the persons set forth in (1) or (2) above. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings or spouses. "Household members" shall mean people who share the same residence at least three months per year.

The Promotion is subject to all applicable federal, state and local laws and regulations. Void where prohibited. Participation constitutes entrant's full and unconditional agreement to abide by these Official Rules and Sponsor and Promotion Administrator'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.

Sponsor/Administrator: The Promotion Sponsor and Administrator is Encompass Insurance Company located at 2775 Sanders Road, Suite C1N, Northbrook, IL 60062

Promotion Period: The Promotion begins immediately upon appointment and concludes after 90 days. Entrants have 14 days after the Promotion Period ends to play the scratch off.

How to Enter: To qualify for and receive any award, independent agencies must have a valid, in-force contract with Encompass at the time the award is made. Only new Encompass Policies written during the Promotion Period are eligible for the Promotion. All promotions and incentives will be measured using all lines new business (excluding cancel rewrites from closed-to-open and open-to-open book, Umbrella, Boat, and Fire line of business). Account Rounds (Segment auto or home/condo to Package Policy) are not eligible. Production written during the Promotion Period will be counted based on "Issued" date. Each new business policy (package, segment home, segment auto) is counted as one (1) to win. Notification to winners will occur via email with the subject line indicating - "Congratulations, You're a Winner". The email will be sent the week after the new business policy is issued. Gift Card types and denominations are randomly selected via a third-party application. Once the winner clicks on the play button the board opens for you to scratch. Gift Card redemption may occur up to 14 days after Promotion Period and will be noted in congratulations email. The right to review all qualifiers and, when necessary, rescind qualification remains with Encompass.

All entries must be received by the deadline outlined in the Promotion Period section above. Sponsor assumes no responsibility for lost, late, mutilated, illegible, incomplete or misdirected email or entries. All entries become property of Sponsor and none will be returned. By submission of entry, entrant agrees that the information contained in their entry can be used in communications. Entrants further grant Encompass the right to use and publish their proper name and state online, in print and in any other media in connection with the Promotion.

Prizes: Prizes will be awarded to agents and staff and it shall be within the Sponsor's sole discretion whether to award the prize to agent. All local, state and federal taxes are the responsibility of each principal agency. The value of any incentive earned and paid under this program is considered a compensation award paid to the agent of record. As such, the value of the incentive will be included in the Agent's 1099-MISC form just the same as their commissions are reported. If the agent of record decides to pass the incentive along to one or more of the agency staff, the value of the incentive is still reported on the agent of record's Form 1099-MISC. The agent of record should consult with their own tax advisor as to the tax considerations of providing these incentives to their staffs. No award tax offset will be provided by the company. All prizes are non-transferable and no substitution will be made except as provided herein at Encompass' sole discretion. Encompass reserves the right to substitute any listed prize or prize component for one of equal or greater value if the designated prize should become unavailable for any reason.

Verification of Winner: All potential winners are subject to verification by Encompass. Potential winner must continue to comply with all terms and conditions of these Official Rules and winning are contingent upon fulfilling all requirements. If a potential winner is determined to be ineligible, that potential winner forfeits the opportunity to participate and an alternate winner will be selected by random from among all eligible entries received.

General Conditions: The winner will be notified by Tuesday 12:00 AM CST each week during the Promotion Period by email.

Encompass reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, mechanical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Promotion, as determined by Sponsor and Administrator in their sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Release: Entrants, by participating, agree that Promotion Entities will have no liability whatsoever for, and shall be held harmless by entrants against, any and all liability, for any injuries, losses or damages of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of a prize or participation in this Promotion, or any travel/activity associated herewith, by receipt of any prize, winner agrees to release and hold harmless Promotion Entities from and against any and all claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize.

Publicity: Except where prohibited, participation in the Promotion constitutes winners consent to Encompass and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

Limitations of Liability: The Promotion Entities are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, or by any of the equipment associated with or utilized in the Promotion; (2) mechanical failures of any kind, including, but not limited to malfunctions, interruptions, or faulty equipment; (3) unauthorized human intervention in any part of the Promotion; (4) any error which may occur in the administration of the Promotion or the processing of entries or the announcement of prizes; 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 entrant's entry is confirmed to have been erroneously lost or otherwise destroyed, entrant's sole remedy is another entry in the Promotion. Sponsor reserves the right to suspend, cancel or modify the Promotion (or any portion thereof) at any time, if it determines that for any reason the Promotion (or any portion thereof) cannot be run as originally planned or if fraud or any other occurrence compromises the fairness or integrity of the Promotion. If the Promotion is cancelled, Sponsor may, at its sole discretion, award the prize at random from among all non-suspect, eligible entries received up to time of such action. No more than the stated number of prizes will be awarded.

Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for Illinois or the appropriate Illinois State Court located in Cook County, Illinois U.S.A.; (2) 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 (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the winner and Sponsor in connection with the Promotion shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules (whether of the State of Illinois or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Illinois.

Entrant's Personal Information: Information collected from winner is subject to the Encompass' Privacy Policy http://www.allstate.com/about/priv AIC.asp

Winners List: For the names of the winners, send email to Encompass Territory Sales Consultant.