# Official Rules Foresters Financial Certificate e-Delivery Incentive



The Foresters Financial™ Certificate e-Delivery Incentive (the "Promotion") is conducted by The Independent Order of Foresters ("Foresters"), which is an international financial services provider that champions the well-being of families. It has its international head office at 789 Don Mills Road, Toronto, Ontario, Canada M3C 1T9. This Promotion is open to eligible producers who sell Foresters products and meet the other eligibility criteria stated below.

In these Rules, "we", "us", "our" and "Foresters" means Foresters<sup>TM</sup> and Foresters Financial<sup>TM</sup> "you" and "entrant" means each person who wishes to participate.

By entering this Promotion you agree that you have read and understood these Rules and that you agree to comply with and be bound by the Rules. Foresters reserves the right to modify these Rules.

#### **Promotion Period**

The Promotion begins on February 15th, 2023, at 12:00:00 a.m. Eastern Time ("ET") and ends on April 14th, 2023, at 11:59:59 p.m. ET (the "**Promotion Period**"). All iPipeline iGO applications must be submitted by you on e-App with certificate e-Delivery method checked YES during the Promotion Period to qualify for the incentive.

#### **Incentive Details**

The more e-App iPipeline iGO applications you submit with certificate e-Delivery method checked YES during the Promotion Period, the more entries you get in the incentive draw.

## **Draw Details**

Each e-App iPipeline iGO application submitted with certificate e-Delivery checked YES represents an entry into the final draw for one of 10 (ten) \$150 gift cards. The draw will take place after the close of the Promotion Period, on April 28th, 2023 ("Draw Date"). On the Draw Date, Foresters or a representative chosen by Foresters will randomly choose 10 potential winners from the eligible entries received during the Promotion Period. Your odds of winning a draw depend on the number of eligible entries received within the Promotion Period.

Within twenty (20) business days of the draw, Foresters will contact the potential winners using the contact information on their respective producer file with Foresters. Any potential winner must respond and contact Foresters within twenty (20) business days. If a potential winner does not respond within the time limits that apply or does not otherwise comply with these Rules, then he or she will be disqualified.

We are not responsible if any notification to a potential winner is undeliverable, or if a potential winner does not respond within the required time, or we do not receive the potential winner's response, or if a potential winner is otherwise disqualified under these Rules.

### **Delivery of Prize**

All prizes will be distributed within sixty (60) days after the winner has been successfully contacted and notified of their prize and has complied with all Promotion rules and requirements.

# **How to Enter**

Entry is allocated based on issued cases for Foresters business as follows:

1 entry allocated per producer for each e-App iPipeline iGO application submitted with certificate e-Delivery checked YES during the Promotion Period.

Alternate Method of Entry for draw: new agents may also enter by submitting a typed or handwritten plain 3" x 5" index card with your full name, address, city, state, zip code, cell phone or telephone number including area code, email address (if any), date of birth and advisor code by regular mail. All mail-in entries must reference this Promotion to qualify. Each index card received will qualify for one entry. All entries must be complete and legible

to be valid. All incomplete/illegible entries are void. Mail your entry in an envelope to: Foresters, Attention: North American Insurance Marketing, 789 Don Mills Road, Toronto, Ontario M3C 1T9, Canada. One entry per envelope. No mechanically reproduced or photocopied entry forms will be accepted. Entries must be received by no later than the last day of December to be considered valid. Foresters is not responsible for lost entries. Only one entry per agent is permitted for the entire Promotion.We reserve the right to substitute prizes of equal or greater value, at our discretion. You must accept the prize as we award it. If a prize is substituted you cannot choose to receive cash instead.

Federal/state income tax incurred as a result of winning a prize is the responsibility of the winner. If the cumulative total of the prize(s) won by an individual is USD \$50.00 or higher in a given year, a 1099 tax form in the amount of the fair market value of the prize(s) awarded to that individual will be issued. It is suggested that participants consult their tax advisor in regard to tax treatment.

## **Eligibility**

THE PROMOTION IS INTENDED TO BE CONDUCTED IN THE UNITED STATES ONLY. THIS PROMOTION SHALL ONLY BE CONSTRUED AND EVALUATED ACCORDING TO THE LAWS OF THE STATE IN WHICH THE ENTRANT RESIDES. VOID IN WHOLE OR IN PART WHERE PROHIBITED BY LAW. THE PROMOTION IS OPEN TO ELIGIBLE PRODUCERS SELLING INSURANCE PRODUCTS OFFERED BY THE INDEPENDENT ORDER OF FORESTERS. ENTRANTS MUST BE LEGAL RESIDENTS OF THEIR STATE AND MEET THE OTHER REQUIREMENTS UNDER THESE PROMOTION RULES. ENTRANTS MUST BE OF THE AGE OF MAJORITY OR OLDER IN THEIR STATE OF RESIDENCE AT THE TIME OF ENTRY. ENTRY IN THIS PROMOTION CONSTITUTES ACCEPTANCE OF THESE RULES.

#### **Personal Information**

To understand how we collect, share, and use your information see the producer privacy notice at: <a href="https://myezbiz.foresters.com/en/legal-privacy">https://myezbiz.foresters.com/en/legal-privacy</a>

## **Publicity**

By entering the Promotion, you irrevocably agree that if you earn the incentive Foresters may, unless prohibited by law, use your name, city of residence, photograph, image and/or likeness for any advertising or promotional materials, including but not limited to our website, news releases and on social media sites, without further compensation, in perpetuity and worldwide.

## **Limitation of Liability**

Foresters assumes no responsibility or liability for lost, late, misdirected or incomplete applications, notifications, responses, replies or for any computer, mobile device, online, telephone, hardware, software or technical malfunctions that may occur. This includes, but is not limited to, malfunctions that may affect the transmission or non-transmission of an application. Foresters is not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error which may occur in the administration of the Promotion. Foresters assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, illegal tampering, theft or destruction or unauthorized access to, or alteration of, applications. Foresters is not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, mobile devices, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing.

Foresters is not responsible for any injury or damage to entrant or to any computer or mobile device related to or resulting from participating in, or downloading materials for, this Promotion.

Entrant assumes liability for injuries caused or claimed to be caused by participating in the Promotion, or by the acceptance, possession, use of, or failure to receive any incentive. Foresters assumes no responsibility or liability in the event that the Promotion cannot be conducted as planned for any reason, including those reasons beyond the control of Foresters, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Promotion.

#### Release

The entrant may, at Foresters sole discretion, be required to execute and return to the address provided by Foresters a legal agreement and release ("Release") that confirms the entrant's: (i) eligibility for the Promotion and compliance with these Rules; (ii) acceptance of the incentive as offered; (iii) release of and hold harmless of The Independent Order of Foresters and their respective affiliates, subsidiaries, advertising and promotion agencies and each of their respective past and present directors, managers, officers, shareholders, members, employees, representatives, attorneys and agents (collectively the "Releases") from any and all liability for any loss, harm, damages, cost or expense arising out of participation in this Promotion, participation in any Promotion-related activity or the acceptance, use, or misuse of any incentive including without limitation, costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and(iv) grant to Foresters the unrestricted right, in Foresters' collective or individual discretion, to use or reuse the entrant's likeness, name, appearance and biographical material in any and all media now known or hereafter devised. The executed legal agreement and Release must be returned within fourteen (14) days of the selected entrant's response in notification as an incentive recipient or will be disqualified and the incentive forfeited.

#### **General Rules**

We reserve the right to cancel, suspend and/or modify this Promotion if any factor beyond our control negatively affects the proper functioning of this Promotion. Examples of such factors include, but are not limited to, large-scale blackouts, any electronic attempt to disrupt our ability to receive eligible applications, and any delay that would make it difficult for us to meet the timelines set out in these rules. We reserve the right to disqualify anyone who violates these Rules or tries to tamper with the entry process or the operation of this Promotion. Foresters reserve the right to modify these Rules at any time.

Decisions by Foresters about how to apply these Rules will be final and binding.

# **Governing Law**

This Promotion is subject to the laws of the State in which the eligible entrant resides, and any applicable federal laws. This Promotion and the Rules will be exclusively governed and construed in accordance with the laws of the province of Ontario. Any dispute arising hereunder shall be governed by the laws of Ontario and adjudicated in the applicable court in Toronto, Ontario, Canada. We can change these Rules without notice if necessary to comply with any law that applies to this Promotion. This Promotion is void in part or in whole where prohibited by law.

## Questions

If you have any questions about this Promotion, please contact Foresters Sales Support at foresterssalesdesk@foresters.com, or call 1 866 466 7166, option 1.

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