The 2022 Mercury Insurance Ticket Sweepstakes
OFFICIAL RULES

THERE IS NO PURCHASE NECESSARY TO ENTER OR TO WIN. SWEEPSTAKES OPEN ONLY TO U.S. RESIDENTS WHO ARE AT LEAST 18 YEARS OF AGE OR OLDER AT TIME OF ENTRY.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram or Facebook. Any information provided is being provided to the Sponsor and not to Instagram or Facebook.

SWEEPSTAKES DESCRIPTION: Mercury Insurance is giving away pairs of VIP Nation® tickets to a select few random winners who help promote or donate any amount to The Bear Fund.

ELIGIBILITY: The 2022 Mercury Insurance Ticket Sweepstakes (the “Promotion” or “Sweepstakes”) is open to U.S. Residents who are 18 years of age or older at time of entry. Employees, officers, and directors, including immediate family members (i.e., spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and members of the same household, whether or not related, of Mercury Insurance Services, LLC (“Sponsor”) and any affiliates and subsidiaries, Socialtyze, Mercury’s agents or brokers, Live Nation Marketing, Inc. or Live Nation Worldwide, Inc. (collectively “Live Nation”), and each of their respective parents, affiliated companies, subsidiaries, licensees, shareholders, agents, assigns, officers, directors, employees, representatives, distributors, dealers, retailers, printers, advertising and promotion agencies, and any and all other companies associated with the promotion, including the celebrities who are awarding the tickets (collectively, “Released Parties”) are not eligible to participate.

PRIZES: A total of four (4) winners will be drawn, and the prize packages are outlined as follows:

Each winner will receive two (2) “VIP Nation” concert experiences for winner and one (1) guest, valid for one (1) participating concert date listed on www.vipnation.com that is produced and promoted by Live Nation® within the U.S. during 2023 concert season (excluding festivals). Each experience includes the items and ticket types described on the experience description. Experiences are subject to availability. Winner must select experience at least seven (7) days in advance of the selected concert. Experience must be scheduled to take place no later than December 31, 2023. Experiences are subject to program availability, venue capacity, age and artist restrictions. Experience for a particular concert is not guaranteed. Selection of items, ticket type and/or concert seat location is solely within Live Nation’s discretion. Parking, travel and accommodations not included and are the sole responsibility of winner and guest. Winner and guest must abide by all venue policies. Live Nation reserves the right to revoke full or partial prize from any winner or winner’s guest who it and/or venue personnel deem may, in their sole discretion, be intoxicated, be a safety risk, have violated any venue policy or law, and/or may bring Released Parties into disrepute. Resale of tickets is prohibited. By claiming tickets, you agree to Live Nation’s Terms of Use and to abide by the health and safety measures in effect at the time of your event, which may include, but not be limited to, wearing masks, providing proof of vaccination status and/or providing proof of negative COVID-19 status. Should the event be cancelled, you will be notified as soon as reasonably possible and you will be allowed to select another event, provided such selection is made within thirty (30) days of notification. Approximate Retail Value of each prize is: One Thousand Six Hundred Dollars and No Cents ($1,600.00). Any difference between stated approximate retail value and actual value of prize will not be awarded.

Winners to be determined by Sponsor as outlined in these Official Rules.

No transfers or substitution of prizes will be permitted, except at the sole discretion of the Sponsor, who reserves the right to substitute a prize (or portion thereof) of similar value. Winners are responsible for the payment of all taxes related to the acceptance of the prize. In no event will more prizes be awarded than those listed in these Official Rules.

ENTRY PERIOD: The Promotion begins on December 14 2022, at 12:00 AM Pacific Time (“PT”) and ends on January 15, 2023 at 11:59:59 PM PT (“Entry Period”). Entries must be received by 11:59:59 PM PT on January, 13, 2023. The Sponsor’s computer, or that of its designee, runs the official clock for the Sweepstakes and will solely determine the time by which an entry is received.
TO ENTER: To enter the Sweepstakes, you must pick one of the following options:

- **Option 1** - Visit [https://cancersupportcommunity.salsalabs.org/bearfund/index.html](https://cancersupportcommunity.salsalabs.org/bearfund/index.html) and donate any dollar amount to the Bear Fund.
  - Your name will automatically be submitted for entry once your donation has processed
  - The name of the person submitting the entry must be the authorized holder of the credit card used to make the donation to The Bear Fund, otherwise the entry may be deemed void. In the event of a dispute over the identity of a potential winner, the potential winner may be required to provide identification sufficient to show that he/she is the authorized credit card holder. Proof of submission of entry does not constitute proof of delivery of entry.

- **Option 2** - Share any #WhatABear videos promoting the fundraiser on Facebook or Instagram, and use #WhatABear and #Sweeps when reposting
  - You must have a Facebook or Instagram account. If you do not have an account with Facebook or Instagram, visit [www.Facebook.com](http://www.Facebook.com) or [www.Instagram.com](http://www.Instagram.com) and create an account according to the instructions on the website. You must accept and agree to comply with the terms and conditions of Facebook and Instagram to create an account.
  - Your Instagram or Facebook account must be public during the entry period

- **Option 3** - Mail in your entry (a postcard* with full name and email address of entrant, plus the sweeps name “2022 Mercury Insurance Ticket Sweepstakes”) to the following location:
  - Socialtyze
  - 2150 Park Place
  - El Segundo, CA 90245

  *Postcard must be postmarked by 11:59pm PT on January 15, 2023 to be considered in the draw.

**Important Information About Your Entry:**

By submitting an entry, you grant permission for the Sponsor and its designees to use your name, city and state of residence and/or likeness for purposes of advertising, publicity and trade in any and all media now or hereafter known worldwide in perpetuity without limitation or further compensation notification or permission, unless prohibited by law.

By submitting an entry, the entrant acknowledges that he/she has read, understands and agrees to the Official Rules. An entry may only be submitted by a single entrant. Entries that do not comply with these Official Rules, as determined in Sponsor and/or Administrator’s sole discretion, will be disqualified from the Sweepstakes.

**WINNER SELECTION:** Winners will be selected randomly using a randomizer tool. Draw date will take place on January 22, 2023, where all entries will be received and all 4 winners will be selected.

**WINNER NOTIFICATION AND VERIFICATION:** Notification will be through email communication. The potential winners will be required to respond to the direction in the email message within twenty-four (24) hours with full contact information, proof of identity via a valid photo ID that includes date of birth and state of residence. Potential winners will be required to complete and sign an Affidavit of Eligibility and Liability Release and; where legal, a Publicity Release (collectively the “Affidavit”). Only after completion of an Affidavit, and provision of any other document reasonably requested by Sponsor and Administrator to determine eligibility, may a potential winner be certified by Sponsor and Administrator as a winner (“Winner”). Winners may be required to [1] sign an IRS Form W-9 and furnish his/her social security number, which will be used only for the purpose of reporting the winner’s prize earnings to the Internal Revenue Service, as required by law. In the event that a potential winner cannot be contacted, fails to timely return any documents requested, prize notification is returned as undeliverable, is not compliant with these Official Rules, or the potential winner declines the prize for any reason, the potential winner will be disqualified and the prize shall be forfeited at the Sponsor’s sole discretion. Sponsor shall have no further obligation to a potential winner who is disqualified.

**LIMITATION OF LIABILITY AND RELEASE OF CLAIMS:** By participating in the Sweepstakes, entrant agrees to release, indemnify and hold harmless Released Parties, and each of their respective parent companies, affiliates, subsidiaries, successors, assigns, agents, representatives, officers, directors, shareholders and employees from and against any injuries, losses, damages, claims, actions and any liability of any kind resulting from or arising from participation in the Sweepstakes or acceptance, possession, use, misuse or nonuse of the prize that may be awarded. By submitting any entry, Entrant a) agrees that Sponsor may (but it is not obligated to) broadcast the entry on air, publish it in any form of media, or post it on its website (in whole or in part, edited and unedited) and use it as the subject of commentary, humorous other otherwise; b) waives any right to make any claim against Sponsor
with respect to any disparaging or other comment made about the entry; and c) hereby agrees to indemnify and hold Released Parties harmless from any and all claims, demands, complaints, loss, damage or expenses (including without limitation reasonable attorneys’ fees) resulting from the information/content contained in your entry about yourself, or any other person mentioned or referenced therein (including without limitation, if the information/content is communicated by Sponsor verbatim or in any paraphrased form). Sponsor reserves the right to verify the truthfulness of any content in any entry. Released Parties are not responsible for technical, computer, mechanical, printing, typographical, human or other errors relating to or in connection with the Sweepstakes, including, without limitation, errors which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prizes or in any Sweepstakes related materials; or for stolen, lost, late, misdirected, damaged, incomplete, inaccurate, undelivered, delayed or illegible entries or; for electronic, computer, or telephonic malfunction or error, entries that fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly or are lost for any reason including computer, telephone, paper transfer, or process any transaction thereon. If in the Sponsor’s opinion, for any reason this Sweepstakes is not capable of running as planned, or there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if computer viruses, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Sweepstakes, the Sponsors reserve the right to modify prize award procedures at their discretion and conduct the drawing to award the prizes using all eligible non-suspect transactions and entries received as of the termination date. As a condition of entering the Sweepstakes, entrant agrees that: a) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; b) all causes of action arising out of or connected with this Sweepstakes, or the prizes awarded, shall be resolved individually, without resort to any form of class action; and c) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, and in no event shall entrant be entitled to receive attorneys’ fees or other legal costs. Sponsor reserves the right to modify prize award procedures at its discretion. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision.

GENERAL CONDITIONS: Released Parties are not responsible for stolen, late, incomplete, inaccurate, misdirected, lost, damaged, delayed, incomplete, postage due or garbled entries, email or mail; or for lost, interrupted or unavailable network, cable, satellite, server, Internet Service Provider (ISP), wireless network, website, or other connections, including those through and/or by any applicable social media platform or website, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable or wireless transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; wireless service congestion; failures or malfunctions of phones, phone lines or telephone systems, wireless towers or cellular tower equipment; any error, omission, interruption, defect or delay in wireless or other transmission, processing, or communication; non-delivery; misdirected, blocked, or delayed email notifications; printing, typographical or other errors appearing within these Official Rules, in any Sweepstakes-related advertisements or other materials; or other errors or problems of any kind whether human, mechanical, electronic, network, computer, telephone, wireless service, mail, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of Prizes or in any Sweepstakes-related materials, or the cancellation or postponement of any show, event or exhibition. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to entrants, participants’, or to any other person’s computer and/or wireless device related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website.

Persons who tamper with or abuse any aspect of the Sweepstakes or website or attempt to undermine the legitimate operation of the Sweepstakes by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other entrant or any representative of the Sponsor or who are in violation of these Official Rules, as solely determined by the Sponsor, will be disqualified and all associated entries will be void. Any attempt to deliberately damage the content or operation of this Sweepstakes is unlawful and subject to legal action by the Sponsor and/or their respective agents. The Sponsor shall have the sole right to disqualify any entrant for violation of these Official Rules or any applicable laws relating to the Sweepstakes, and to resolve all disputes in its sole
discretion. Sponsor (i) makes no warranty, guarantee or representation of any kind concerning any Prize (or any portion thereof), and (ii) disclaim any implied warranty. The Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Sponsor reserves the right, in their sole discretion, to cancel or suspend the Sweepstakes (or any portion thereof) should virus, bugs, unauthorized human intervention, or other causes corrupt administration, security, fairness, integrity or proper operation of the Sweepstakes (or any portion thereof). In the event of cancellation, the Sponsor may elect to identify Winner (from among all non-suspect, eligible entries received to the time of such cancellation and all eligible mail-in entries received or otherwise in a manner determined by Sponsor to be fair, appropriate and consistent with these Official Rules. Notice of such action by Sponsor will be posted at the Sweepstakes website.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR PLATFORM ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR WILL DISQUALIFY ANY SUCH ENTRANT, AND THE SPONSOR AND/OR THEIR RESPECTIVE AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS’ FEES) AND OTHER REMEDIES FROM ANY ENTRANT, PERSON, OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

Entries generated by a script, macro or other mechanical or automated means will be disqualified. In the event of dispute as to the identity or eligibility of a potential winner based on an email address, the winning entry will be declared made by the “Authorized Account Holder” of the email address submitted at the time of entry provided he/she is eligible according to these Official Rules. The “Authorized Account Holder” is defined as the natural person to whom the applicable Internet service provider or other organization (such as a business or educational institution) has assigned the email address for the domain associated with the submitted e-mail address.

DISPUTES: To the fullest extent permitted by law, as a condition of entering this Sweepstakes, each entrant agrees that a) any and all disputes, claims, controversies or causes of action arising out of or relating to this Sweepstakes, or any prizes awarded (each, a "Claim"), shall be (1) arbitrated on an individual basis only, and shall not be consolidated or joined with or in any arbitration or other proceeding involving a Claim of any other party, and (2) settled by binding arbitration in Los Angeles County, California before a single arbitrator appointed by the American Arbitration Association in accordance with its then governing rules and procedures, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof; and b) under no circumstance will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses. These Official Rules shall be governed by and construed and interpreted in accordance with the laws of the State of California, U.S.A, applicable to contracts entered into and performed exclusively in that State.

Notice to online participants: Internet access and usage charges applicable to a participant’s account, including access charges and/or any usage charges applicable under participant’s Internet pricing plan and any applicable taxes will continue to apply while a participant is online in connection with this Sweepstakes, and will be the sole responsibility of such participant.

WHO WON: To request the list of winners, send an email with subject line: “2022 Winners” to advertising@MercuryInsurance.com. Requests must be received no later than January 31, 2023. The list will be sent when the judging has been concluded and the winners verified.

SPONSOR: Sponsor of this promotion is Mercury Insurance Services, LLC, P.O. Box 929, Santa Clarita, CA 91380.

GOVERNING LAW/JURISDICTION: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of participants or Sponsor in connection with the Sweepstakes shall be governed by the laws of the state of California, without giving any effect to any choice of law or conflict of law rules.

SEVERABILITY: If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

ENTRANT INFORMATION: Your information will be collected in accordance with Sponsor’s privacy policy available at: https://www.mercuryinsurance.com/about/privacy-statement.html.
ADMINISTRATOR: Socialtyze LLC, 2150 Park Place, Suite 100, El Segundo, CA 90245.

VIP Nation and Live Nation are registered trademarks of Live Nation Worldwide, Inc. Live Nation is not a Sponsor of this Sweepstakes, and is in no way responsible for the administration of this Sweepstakes, or the selection or verification of winners. All inquiries regarding this Sweepstakes should be directed to the Sponsor or the Administrator.