

# XPRESS HOMEOWNERS Spring CHA-CHING SWEEPSTAKES

PRESENTED BY  
APPALACHIAN  
UNDERWRITERS, INC.



## Spring CHA-CHING SWEEPSTAKES

- AN EXCLUSIVE FOR OUR XPRESS HOMEOWNERS AGENTS -

# 1 QUOTE = 1 ENTRY

All Xpress Homeowners quotes received between April 1, 2016 and May 31, 2016 will be automatically entered into the sweepstakes for a chance to win the weekly drawings and become the top three winners.

We will have eight (8) weekly drawings each Monday through May 31st for a chance to win a \$25 Best Buy gift card. Weekly winners will be chosen at random.

**The top three agents with the most quotes at the end of the sweepstakes will win these prizes:**

- **1st Place:** Choice of iPad Mini 2, Canon PowerShot Camera, or Apple Watch Sport
- **2nd Place:** Choice of Sonos Wireless Speaker or Coleman Road Trip Propane Grill
- **3rd Place:** \$100 Amazon Electronic Gift Card

**How to submit:** Submit online at [www.xpresshomeowners.com](http://www.xpresshomeowners.com)

**Login:** Your agent email address

**Password:** Your agency's zip code

Appalachian is pleased to announce our next generation "Xpress" Quote and Issuance Platform for complicated residential property insurance needs throughout the Midwest, Southeast and coastal areas of the US. This new program is 100% backed by Lloyd's of London, through ICAT & Liberty Mutual Insurance Europe Limited syndicates and offered exclusively by AUI. We are aggressively adding new products and carriers to make this the most efficient and broad offering available in the marketplace.

**State Availability:**

- Serving - Tier 2 & Inland Territories in AL, AR, GA, IL, MO, MS, NC, SC, TN & TX (Liberty)
- Serving - Tier 1 Coastal Territories in AL, TX, and State of FL (ICAT) except Monroe County.

For more information regarding the Xpress Homeowners Program,  
visit <http://appund.com/PersonalLines/XpressHomeowners>

1. **SPONSOR:**

Appalachian Underwriters, Inc., 800 Oak Ridge Turnpike, Suite A-1000, Oak Ridge, TN 37830 ("Sponsor").

2. **ELIGIBILITY:**

The Sweepstakes is open to all legal residents of the United States and the District of Columbia who, at time of entry, are licensed independent property and casualty insurance agents, are appointed with Appalachian Underwriters, Inc., and registered on the Appalachian Underwriters, Inc. ("AUI") online agent portal. Referenced insurance licensure of Agent means Agent has an active license for the qualifying insurance coverage line of business by the appropriate state insurance regulator where the insuring risk is located i.e. licensed to produce workers compensation coverage. Agent participant must be at least 18 years of age or older. Employees, officers and managers of Appalachian Underwriters, Inc., or any of its affiliates, their immediate family members and persons living in their household are not eligible to participate in the Sweepstakes. The **SWEEPSTAKES IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW** and is subject to all federal, state and local laws and regulations, including without limitation in New York, Florida, Rhode Island, and in jurisdictions requiring registration, filing, trust account, or posting of a bond, or any other requirements or disclosures that are not expressly satisfied by these Official Rules & Restrictions. Participation in the Sweepstakes constitutes Agent's full and unconditional agreement to these Official Rules & Restrictions and all of Sponsor's decisions relating in any way to the Sweepstakes, which are final and binding. Winning a prize is contingent upon fulfilling all requirements in these Official Rules & Restrictions.

3. **SWEEPSTAKES PERIOD:**

The Sweepstakes begins on April 1, 2016, at 12:01 a.m. Eastern Standard Time ("EST") and ends on May 31, 2016, at 11:59 p.m. EST ("Sweepstakes Period"). Sponsor's computer is the official time keeping device for the Sweepstakes.

4. **TO ENTER:**

During the corresponding Sweepstakes Period, Agent will receive a qualified entry automatically by submitting an eligible quote during the Sweepstakes Period through the Xpress Homeowners Platform. To login, use your email and password to enter is your agency zip code. Once the quote is submitted and confirmed eligible, said confirmed submission will qualify as one (1) Entry. In the event of a dispute as to participation, the natural person whose information was used in the submission and eligibility for the Entry will be considered the Agent. Entries must be received during the Sweepstakes Period to be included within the random drawing. Any attempt by Agent to manipulate the Sweepstakes in any way, including without limitation, actions that are illegal, immoral, dishonest, or in violation of the spirit of these Official Rules & Restrictions will void that Agent's participation and that Agent will be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for Entries that are, in whole or part, late, lost, delayed, damaged, misdirected, incomplete, illegible, or unintelligible, irregular, altered, counterfeit, produced in error, sent through fraud or theft, invalid, failed, incomplete, garbled, or result from delayed computer transmissions or otherwise not received or counted by Sponsor, which will be disqualified. Further Sponsor is not responsible from disqualified Entries resulting from telephone, electronic, hardware or software program, network, Internet, or computer failures or difficulties of any kind or any disconnection or error.

Appalachian Underwriters, Inc. Xpress Homeowners Platform may be accessed at the following

URL: [www.xpresshomeowners.com](http://www.xpresshomeowners.com). If Agent has questions about the AUI Xpress Homeowners Platform, please contact Sponsor using one of the following means:

**Phone:** 888-376-9633, ext. 2008

**Fax:** 866-953-7153

**E-mail:** [marketing@appund.com](mailto:marketing@appund.com)

All Entries become the property of Sponsor, and will not be returned.

5. **TO WIN:**

There will be eight (8) weekly drawings on the following underlined dates during the Sweepstakes Period:

- **April 11<sup>th</sup>, 2016**
- **April 18<sup>th</sup>, 2016**
- **April 25<sup>th</sup>, 2016**
- **May 2<sup>nd</sup>, 2016**
- **May 9<sup>th</sup>, 2016**
- **May 16<sup>th</sup>, 2016**
- **May 23<sup>rd</sup>, 2016**
- **May 30<sup>th</sup>, 2016**

There will be one prize winner per weekly drawing. Prize winners will be chosen by Sponsor in a random drawing conducted by Sponsor from among all eligible, valid Entries. One individual Agent winner per weekly prize; no individual Agent can win a weekly drawing more than once.

There will be three (3) prizes awarded during the Sweepstakes Period per production categories:

- **Category 1 “Most Quotes”:** Three (3) winners will be awarded to the most number of quotes through the **XpressHomeowners Program** submitted between April 1st, 2016 and May 31st, 2016. The winner will be announced by 5:00 p.m. EST on Friday, June 3<sup>rd</sup>.

Based upon referenced production levels, three (3) winners will be chosen independently from each other. Only one (1) individual Agent winner per prize; an individual cannot win all prizes. In case, one individual Agent leads both categories, said individual Agent will be allowed to pick one prize and the remaining category winner will be the next in line according to such production levels as the other prize winner. Tie-breaker: in the event of a tie for either category by multiple individual Agents, a winner will be chosen at random between those tied in the respective category.

Each winner may be required to show proof of being the authorized account holder, and may be required to sign a release. If the criteria for awarding a specific Sweepstakes prize are not met, Sponsor is not required to award the specific Sweepstakes prize.

6. **POTENTIAL WINNER VERIFICATION:**

ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. AN AGENT IS NOT A WINNER OF ANY PRIZE, EVEN IF NOTIFIED AS A WINNER, UNLESS AND UNTIL AGENT'S ELIGIBILITY, RELATIONSHIP WITH AGENT, AND COMPLIANCE WITH THESE OFFICIAL RULES HAVE BEEN VERIFIED AND AGENT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

7. **NOTIFICATION OF POTENTIAL WINNERS:** All Sweepstakes winners must comply with all terms and conditions of these Official Rules, and all winnings are contingent upon fulfilling all requirements. All potential winners must provide their valid contact information in order to receive their prize. The potential winners will be notified by an Appalachian Underwriters, Inc. marketing representative by phone, e-mail, in person and/or regular mail within twenty-four (24) hours after drawing is completed (subject to change) after determination of potential winners to verify their eligibility. If Sponsor is unable to contact the potential winner within four (4) days of its initial attempt, or if the potential winner fails to comply with any of these Official Rules & Restrictions or applicable terms and conditions, the potential winner's place as a potential winner will be forfeited. If acceptable and compliant, the potential winner will have seven (7) days from notification to accept the prize by e-mail ([marketing@appund.com](mailto:marketing@appund.com)) or certified mail, return receipt requested. Sponsor is not responsible for and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify winner including failed, incomplete, garbled, or delayed computer transmissions.

8. **PRIZES:**

The choice of the following prize will be available for each of the eight (8) weekly drawings. One individual Agent winner per week per prize; no repeats:

- One (1) \$25 Best Buy electronic gift card.

Each of the following prizes will be available for the three (3) prize winners awarded at the end of Sweepstakes Period per category. Each prize winner will have a choice of either prize to select but no individual Agent can win all prizes.

1<sup>st</sup> Place has a choice between

- One (1) Apple Watch Sport™ (ARV of \$299.99-349.99); or
- One (1) Canon Powershot SX540HS Long Zoom Camera™ (ARV of \$399.99); or
- One (1) Apple iPad Mini 2™ with Wi-Fi – 32GB (ARV of \$319.99)

2<sup>nd</sup> Place has a choice between

- Coleman Road Trip Propane Portable Grill LXETM (ARV of \$199.99); or
- SONOS PLAY:1™ Wireless Speaker (ARV of \$199.00)

3<sup>rd</sup> place receives

- \$100 Amazon™ electronic gift card

Odds of winning depend on the number of total eligible quotes received by the deadline. The prizes will have no warranties added on or included, and Sponsor hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.**

Any injuries, losses, or damages of any kind arising in connection with or as a result of the prize or acceptance, possession, or use of the prize, or from participation in the Sweepstakes.

No alternative prize, cash equivalent, or other substitution will be permitted, except by Sponsor, who reserves the right to substitute a prize or prize component with cash or another prize of comparable or greater average retail value. All federal, state and/or local taxes and fees are the sole responsibility of the winner associated with prize receipt and/or use. Winner should consult his/her tax advisor regarding the reporting of value as income.

It is the responsibility of the winner to supply correct shipping information and failure to do so may result in forfeiture of the prize.

**9. PUBLICITY:**

As a condition of entry into the Sweepstakes, except where prohibited by law, each Agent by entering and each prize winner by accepting a prize grants to the Sweepstakes Sponsor a perpetual, worldwide, royalty-free license and a winner may be required to sign and return a release of liability, affidavit of eligibility, and, where lawful, a publicity consent agreement, all within ten (10) days of acknowledged notification. By accepting and/or using prize, winner agrees to the use of their names, voices or likenesses for the purpose of advertising, trade or promotion without further compensation, unless prohibited by law. If a selected winner cannot be contacted, is ineligible, fails to claim prize, or fails to timely return completed and executed affidavit and releases required, prize will be forfeited and an alternate winner will be selected.

**10. RELEASE:**

By participating in Sweepstakes or by receipt of any prize or by submitting eligible quotes to Sponsor via the online Xpress Homeowners program, all Agents release and hold harmless Sponsor, its employees, affiliates, subsidiaries officers, managers, representatives, legal advisors, and agents for (collectively "Released Parties"), from, and against any and all losses, damages, rights, claims and actions of any kind whatsoever, directly or indirectly, related to the Sweepstakes or arising from the acceptance, possession, or use of the prize, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation or invasion of privacy.

**11. LIMITATIONS OF LIABILITY:**

The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Agents, printing errors, or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including without limitation malfunctions, failures, omissions, interruptions, or deletions relating to or in any way connected with the Sweepstakes; (3) unauthorized human intervention in any part of the participation process or the Sweepstakes; (4) technical or human error or limitations, which may occur in the administration of the Sweepstakes; (5) theft, tampering, destruction, or unauthorized access to, alteration of, or unavailability of prizes; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Agent's participation in the Sweepstakes or receipt or use of any prize or while traveling to or from any prize-related activity. If the Sweepstakes, or any part of it, is discontinued for any reason, Sponsor, at its sole discretion, may elect to not award any prizes or may hold a random drawing of the eligible Entries received up to the time of discontinuance to award the prizes. With the exception of sales tax and reasonable shipping costs, Sponsor's obligation of payment for prizes may not exceed the stated average retail values. No more than the stated number of prizes will be awarded. In the event that human error, production, technical, seeding, programming, or any other reasons cause more than stated number of prizes in these Official Rules & Restrictions to be available or claimed, Sponsor reserves the right to award only the stated number of prizes to the Agents among all legitimate, un-awarded, eligible prize claims.

Apple Watch Sport™ is a registered trademark of Apple. Apple is not a sponsor or co-sponsor of, has not endorsed, and is no way affiliated with, this Sweepstakes promotion. Apple and its affiliates, subsidiaries, shareholders, offices, directors, agents and employees will have no liability or responsibility for any claim arising in connection with participation in this Sweepstakes or any prizes awarded.

Cannon PowerShot SX540HS™ is a registered trademark of Cannon. Cannon is not a sponsor or co-sponsor of, has not endorsed, and is no way affiliated with, this Sweepstakes promotion. Cannon and its affiliates, subsidiaries, shareholders, offices, directors, agents and employees will have no liability or responsibility for any claim arising in connection with participation in this Sweepstakes or any prizes awarded.

Apple iPad Mini 2™ is a registered trademark of Apple. Apple is not a sponsor or co-sponsor of, has not endorsed, and is no way affiliated with, this Sweepstakes promotion. Apple and its affiliates, subsidiaries, shareholders, offices, directors, agents and employees will have no liability or responsibility for any claim arising in connection with participation in this Sweepstakes or any prizes awarded.

Coleman Road Trip Propane Portable Grill LXE™ is a registered trademark of Coleman. Coleman is not a sponsor or co-sponsor of, has not endorsed, and is no way affiliated with, this Sweepstakes promotion. Coleman and its affiliates, subsidiaries, shareholders, offices, directors, agents and employees will have no liability or responsibility for any claim arising in connection with participation in this Sweepstakes or any prizes awarded.

SONOS PLAY:1™ is a registered trademark of SONOS. SONOS is not a sponsor or co-sponsor of, has not endorsed, and is no way affiliated with, this Sweepstakes promotion. SONOS and its affiliates, subsidiaries, shareholders, offices, directors, agents and employees will have no liability or responsibility for any claim arising in connection with participation in this Sweepstakes or any prizes awarded.

Amazon electronic gift card™ is a registered trademark of Amazon. Amazon is not a sponsor or co-sponsor of, has not endorsed, and is no way affiliated with, this Sweepstakes promotion. Amazon and its affiliates, subsidiaries, shareholders, offices, directors, agents and employees will have no liability or responsibility for any claim arising in connection with participation in this Sweepstakes or any prizes awarded.

Best Buy electronic gift card™ is a registered trademark of Best Buy. Best Buy is not a sponsor or co-sponsor of, has not endorsed, and is no way affiliated with, this Sweepstakes promotion. Best Buy and its affiliates, subsidiaries, shareholders, offices, directors, agents and employees will have no liability or responsibility for any claim arising in connection with participation in this Sweepstakes or any prizes awarded.

## **12. DISPUTES**

Except where prohibited, Agent agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes or any prize awarded or not awarded will be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Tennessee or the appropriate Tennessee State Court located in Anderson County, Tennessee; (2) all claims, judgments, and awards are limited to actual out-of-pocket costs incurred (not to exceed \$100), including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will Agent be permitted to obtain awards for, and Agent waives all rights to claim, indirect, punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses (not to exceed \$100), and any and all rights to have damages multiplied or otherwise increased. The laws of the State of Tennessee, without regard to any choice of law or conflict of law rules, govern all matters relating in any way to the Sweepstakes, including without limitation issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules & Restrictions, or the rights and obligations of the Agent and Sponsor in connection with the Sweepstakes.

## **13. GENERAL CONDITIONS**

Any attempt by an Agent to deliberately damage or undermine the legitimate operation of the Sweepstakes may be in violation of criminal and civil laws. Sponsor reserves the right to seek any and all remedies and damages (including attorney's fees), from any such Agent to the fullest extent of the law, including criminal prosecution. By participating in the Sweepstakes, Agent warrants that he or she (1) has read and agrees to be bound by these Official Rules & Restrictions, Sponsor's Privacy Policy ([www.appund.com/Home/Privacy](http://www.appund.com/Home/Privacy)), and all other applicable policies; (2) meets the eligibility requirements; and (3) is not prohibited from participating in the Sweepstakes. Sponsor reserves the right, at its sole discretion, to abbreviate, cancel, terminate, modify, or suspend the Sweepstakes for any reason without notice or further obligation. Sponsor reserves the right, at its sole discretion, to disqualify any individual that tampers or attempts to tamper with the participation process or the operation of the Sweepstakes; violates the Official Rules & Restrictions; falsifies information; acts in an unsportsmanlike or disruptive manner; or acts with intent to annoy, abuse, threaten, or harass any other person.

## **14. USE OF INFORMATION**

Agent is providing information to Sponsor. All Entries and submitted information become the property of Sponsor, which may be used for Sponsor's internal purposes and to send you information about Sponsor's products and special Sweepstakes but will not be provided to other third parties, except as necessary for the administration of the Sweepstakes, as required by law or legal process, or in accordance with Sponsor's privacy policy. Information collected from Agent in connection with the Sweepstakes is subject to the AUI Privacy Policy ([www.appund.com/Home/Privacy](http://www.appund.com/Home/Privacy)).

## **15. WINNER LIST**

Winner lists requests will only be accepted after the Sweepstakes end date and no later than September 30<sup>th</sup>, 2016. Requests received after March 31, 2016 will not be fulfilled. For the winner list:

- Send an e-mail message to [marketing@appund.com](mailto:marketing@appund.com) requesting a winners list;
- Call toll-free 888-376-9633, ext. 2008 and request a winners list;
- Send a request along with a self-addressed, stamped envelope to the following address:  
Appalachian Underwriters, Inc.  
ATTN: Marketing Department 800 Oak Ridge Turnpike, Suite A-1000  
Oak Ridge, TN 37830.