# **Contest Rules**

NO PURCHASE, POLICY RENEWAL, OR INSURANCE QUOTE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. OPEN TO ELIGIBLE LEGAL RESIDENTS OF THE UNITED STATES JURISDICTIONS INDICATED IN THE PARAGRAPH BELOW TITLED "ELIGIBLITY" AT THE TIME OF ENTRY. ENTRY IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES. This Contest (defined below) is in no way sponsored, endorsed, administered, promoted by, or associated with Facebook or Instagram.

The Create Our Cover Contest (the "Contest") is designed to encourage eligible U.S. school students and their parents/guardians on their behalf ("Entrants(s)" or "You") to use their creativity to create a piece of artwork for an opportunity to be featured on the cover of our inaugural planning calendar. Winning entries will be chosen, and prizes will be awarded in accordance with these Official Rules (these "Rules").

- BINDING AGREEMENT: In order to enter the Contest, You must agree to these Rules. Please read these Rules prior to entry to ensure You understand and agree. You agree that submission of an entry in the Contest constitutes agreement to these Rules. Entrants must agree to these Rules in order to be eligible to receive the prizes described in these Rules. These Rules form a binding legal agreement between You and Horace Mann Service Corporation ("HMSC") with respect to the Contest.
- 2. ELIGIBILITY: To be eligible to enter the Contest, an Entrant must: (i) be a citizen or a permanent legal resident (i.e. must be able to show proof of permanent legal residence) of the United States, excluding those living in or who are legal residents of Hawaii, Kentucky, Mississippi, New Jersey, New York, Puerto Rico, West Virginia, and U.S. Territories and Possessions and where otherwise prohibited by law ("Excluded States"); (ii) be enrolled in a private or public elementary or secondary school (grades K-12) or a home school (grades K-12) in the United States, other than the Excluded States; and (iii) have obtained a parent's or legal guardian's prior permission to participate in the Contest. Minors who enter must have the written consent of a parent or legal guardian in order to be eligible to receive any prizes, as described in Sections 10 and 11 of these Rules. Contest is void where prohibited by law. Employees, interns, contractors, and official office-holders of HMSC, and its parent company, subsidiaries, affiliates, and their respective directors, officers, employees, advertising and promotion agencies, representatives, and agents ("Contest Entities"), and members of the Contest Entities' and their immediate families (parents, siblings, children, spouses, and life partners of each, regardless of where they live) and members of the households (whether related

or not) of such employees, officers, and directors are ineligible to participate in this Contest.

- 3. **SPONSOR:** The Contest is sponsored by HMSC ("Sponsor"). Entrants are not obligated to make a purchase of any kind from any person or entity, renew any existing policy, become a customer of Sponsor, have multiple lines of insurance with Sponsor, request or obtain an insurance quote, or open new lines of insurance with Sponsor in order to either enter this Contest, maintain eligibility as an Entrant in this Contest, or to win a prize.
- 4. **CONTEST PERIOD:** The Contest begins on November 1, 2023, and ends on December 11, 2023 ("Contest Period"). All dates are subject to change. Entrants must deliver their entry to a school faculty member ("School Representative") by December 11, 2023.
- 5. **HOW TO ENTER:** NO PURCHASE, POLICY RENEWAL, OR INSURANCE QUOTE NECESSARY TO ENTER OR WIN. To enter the Contest, obtain an official entry form ("Entry Form") from your school or your local Horace Mann agent and follow the instructions that appear on the Entry Form. You will be required to complete the Entry Form with: (i) a piece of artwork that reflects the Entrant's creativity; and (ii) all information at the bottom of the Entry Form including parental or legal guardian consent. Entry Forms can only be submitted by a School Representative on behalf of Entrants. The artwork must meet the "Artwork Requirements" described below. Entries received without a completed Entry Form or without the signature of a parent or legal guardian will be disqualified. The completed Entry Form must be submitted as a hard copy by a School Representative to your local Horace Mann agent.
- 6. LIMIT ONE (1) ENTRY PER ENTRANT. Subsequent entries will be disqualified. To be considered for the Contest, entries must be: (i) complete (as determined by Sponsor); and (ii) received by December 11, 2023. Machine or computer-generated mass entries will be disqualified. Any submission not meeting the aforementioned criteria will be disqualified. Sponsor accepts no responsibility for submissions lost, delayed, damaged, defaced, or mislaid, howsoever caused. Proof of mailing does not constitute proof of entry. All entries will be deemed made by the Entrant submitted at the time of entry.
- 7. **ARTWORK REQUIREMENTS:** The artwork must meet the following criteria ("Artwork Requirements):
  - A. They must not be derogatory, offensive, threatening, defamatory, disparaging, libelous or contain any content that is inappropriate, indecent, sexual, profane, tortuous, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person, or otherwise does not comply with the spirit of the Contest.

- B. They must not contain content, material, or any element that is unlawful, or otherwise in violation of or contrary to all applicable federal, state, or local laws and regulation including the laws or regulations in any state where the artwork is created.
- C. They must not contain any content, material, or element that displays any thirdparty advertising, slogan, logo, trademark, representation of characters indicating a sponsorship or endorsement by a third party, commercial entity or that is not within the spirit of the Contest, as determined by Sponsor, in its sole discretion.
- D. They must be original, unpublished works that do not contain, incorporate, or otherwise use any content, material, or element that is owned by a third party or entity.
- E. They cannot contain any content, element, or material that violates a third party's publicity, privacy or intellectual property rights.
- F. The artwork is not the subject of any actual or threatened litigation or claim.
- G. The Entrant does not include any disparaging remarks relating to the Sponsor or a third party.
- H. The submitted artwork is two-dimensional and scannable.
- 8. REGIONS AND AGE GROUPS: Entrants will be grouped and judged by age and region. The four regions are: (i) Region 1; (ii) Region 2; (iii) Region 3; and (iv) Region 4 ("Regions"). "Region 1" includes the following states: Alaska, Colorado, Idaho, Iowa, Kansas, Minnesota, Missouri, Montana, Nebraska, Nevada, North Dakota, South Dakota, Oregon, Washington, and Wyoming. "Region 2" includes the following states: Connecticut, Illinois, Indiana, Maine, Massachusetts, Michigan, New Hampshire, Ohio, Pennsylvania, Rhode Island, Vermont, and Wisconsin. "Region 3" includes the following states and district: Alabama, Washington D.C., Florida, Georgia, Maryland, North Carolina, South Carolina, Tennessee, and Virginia. "Region 4" includes the following states: Arizona, Arkansas, California, Louisiana, New Mexico, Oklahoma, and Texas. There are three age groups in each Region. The three age groups are: (i) grades K-4; (ii) grades 5-8, and (iii) grades 9-12 ("Age Groups").
- 9. JUDGING: Each entry will be evaluated based on the following "Criteria": (i) quality; (ii) creativity; and (iii) adherence to the Artwork Requirements and these Rules. Entries will be divided into three (3) Age Groups for judging: (i) grades K-4; grades 5-8; and grades 9-12. Based on the above criteria, Regional Winners (defined below) will be chosen as described in further detail below. Sponsor will judge each entry at the regional level. The artwork for the National Finalists (defined below) will be posted on Instagram and Facebook for voting purposes. Becoming a winner at the regional or national level is subject to validation and verification of eligibility and compliance with all the terms and conditions set forth in these Rules.

#### 10. REGIONAL LEVEL:

#### Number of Winners Selected at this Level: 36

- A total of thirty-six (36) winners will be selected at the regional level ("Regional Winners").
- The thirty-six (36) Regional Winners will be allocated as outlined below. No prize substitutions will be allowed; prizes may not be redeemed or substituted for cash or other consideration, except by Sponsor and then only at Sponsor's sole discretion and only with a prize of equal or greater value. No assignment or transfer of prizes is permitted.
  - Region 1, Region 2, Region 3, and Region 4 will each be awarded:
    - K-4 Age Group
      - One (1) first-place winner will receive a \$500 gift card.
      - One (1) second-place winner will receive a \$250 gift card.
      - One (1) third-place winner will receive a \$100 gift card.
    - 5-8 Age Group
      - One (1) first-place winner will receive a \$500 gift card.
      - One (1) second-place winner will receive a \$250 gift card.
      - One (1) third-place winner will receive a \$100 gift card.
    - 9-12 Age Group
      - One (1) first-place winner will receive a \$500 gift card.
      - One (1) second-place winner will receive a \$250 gift card.
      - One (1) third-place winner will receive a \$100 gift card.
- The entries of each of the twelve (12) first-place regional winners ("National Finalists") will move on to be considered at the national level.

#### **School Awards**

 Sponsor will fund a DonorsChoose project at the school in which each of the Regional Winners are enrolled at the time of entry into this Contest ("Winning Regional School") up to a maximum of \$500 per Regional Winner. The Winning Regional School must have an open DonorsChoose project in order to receive funding. All funding will be deposited by Sponsor directly into Winning Regional School's designated DonorsChoose project. If a Winning Regional School does not have an open DonorsChoose project, Sponsor will fund a DonorsChoose project in the Region of the Winning Regional School up to a maximum of \$500. Private and home schools are not eligible for funding. If a Regional Winner is enrolled at a private or home school, Sponsor will fund a DonorsChoose project at a school in the Regional Winner's Region up to a maximum of \$500. No prize substitutions will be allowed; prizes may not be redeemed or substituted for cash or other consideration, except by Sponsor and then only at Sponsor's sole discretion and only with a prize of equal or greater value. No assignment or transfer of prizes is permitted.

#### **Notification of Winners**

- Regional Winners will be notified on or before January 5, 2024. If a potential winner does not respond to the notification attempt within three (3) days from the first notification attempt, then such potential winner may be disqualified, and an alternate potential winner will be selected from among the eligible entries received based on the judging Criteria described herein.
- In the event that there are no entries from a particular Region or Age Group, no award will be made for that Region and/or Age Group.

#### 11. NATIONAL LEVEL:

#### Number of Winners Selected at this Level: 3

• There will be a total of three (3) winners selected at the national level. There will be one (1) winner selected from each Age Group at the national level ("National Winners"). Each of the National Winners will receive one (1) \$1000 gift card. No prize substitutions will be allowed; prizes may not be redeemed or substituted for cash or other consideration, except by Sponsor and then only at Sponsor's sole discretion and only with a prize of equal or greater value. No assignment or transfer of prizes is permitted.

## School Awards

Sponsor will fund a DonorsChoose project or projects at the school in which each • of the National Winners are enrolled at the time of entry into this Contest ("Winning National School") up to a maximum of \$5,000 per National Winner. The Winning National School must have an open DonorsChoose project in order to receive funding. All funding will be deposited by Sponsor directly into Winning National School's designated DonorsChoose project or projects. If a Winning National School does not have an open DonorsChoose project, Sponsor will fund DonorsChoose projects in the Region of the Winning National School up to a maximum of \$5,000. Private and home schools are not eligible for funding. If a National Winner is enrolled at a private or home school, Sponsor will fund DonorsChoose projects in the Region of the Winning National School up to a maximum of \$5,000. No prize substitutions will be allowed; prizes may not be redeemed or substituted for cash or other consideration, except by Sponsor and then only at Sponsor's sole discretion and only with a prize of equal or greater value. No assignment or transfer of prizes is permitted.

#### **Notification of Winners**

- National Winners will be notified on or before January 12, 2024.
- 12. **TIE-BREAKER:** In the event of a tie at any level, Sponsor will re-evaluate the tied entries according to the Criteria until the tie is broken.
- 13. **TAXES:** Each winner shall bear sole and full responsibility for any taxes in whatever form as may be assessed as a result of winning any prize(s). Winners may be required to complete a W-9 and/or provide their social security number as a condition of and prior to receiving any prize(s). By entering this Contest, all Entrants acknowledge that a 1099 may be issued to winners by Sponsor and that the awarding of prizes may be reported to the appropriate governmental authority as required by law.
- 14. GENERAL TERMS, RELEASES, AND LIMITATIONS OF LIABILITY: By entering into the Contest, Entrants agree to these Rules and to all decisions of Sponsor, which are final and legally binding in all respects, and further agree that Sponsor shall have no liability whatsoever and shall be held harmless for any injuries, losses, or damages of any kind to persons or property, including death, sustained, in whole or in part, directly or indirectly, in connection with or resulting from acceptance, possession or use/misuse of a prize, participation in this Contest, and/or participation in any Contest-related activities. All Entrants further agree and acknowledge that said parties have neither made, nor are in any manner responsible or liable for, any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its merchantability, quality, condition, or fitness for a particular purpose. Sponsor reserves any and all rights to solely interpret and administer the Rules of this Contest, which shall be final, and each Entrant agrees to abide by all of Sponsor's decisions regarding this Contest. Sponsor reserves the right, in its sole discretion to cancel, terminate, or suspend this Contest, or any portion thereof, should viruses, bugs, non-authorized human intervention, or other causes beyond the control of Sponsor corrupt or impair the administration, integrity, or security of the Contest (including but not limited to attempts to hack into or otherwise tamper with underlying source code/programming of Sponsor's website or any portion thereof). Use of any automated system to participate in this Contest is prohibited and will result in disqualification. Any attempt by any Entrant to obtain more than the allowed number of entries per person by using multiple/different email addresses, identities, registrations, logins, and/or any other methods will void any entry by that Entrant and could result in disqualification from this Contest and/or disqualification from all future promotions by Sponsor at Sponsor's sole discretion.

- 15. INTELLECTUAL PROPERTY RIGHTS: As between Sponsor and the Entrant, the Entrant retains ownership of all intellectual and industrial property rights (including moral rights) in and to the artwork (excluding Sponsor's rights in the Horace Mann logo/trademark). As a condition of entry, Entrant grants Sponsor a perpetual, irrevocable, worldwide, transferable, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and public display the artwork for any purpose, including display on the Horace Mann website and in print, without any attribution or compensation to Entrant. Entries will not be returned. Entry into this Contest will in no case serve to transfer any Horace Mann intellectual property rights to the Entrant.
- 16. **PUBLICITY:** By entering this Contest and/or accepting a prize, each Entrant agrees, consents, and expressly grants permission to Sponsor and/or the Contest Entities to use his/her name, identity, description of prize(s) won, likeness, and hometown for promotional purposes in perpetuity (except where prohibited or limited by law) without further authorization, compensation, or remuneration of any kind. By entering this Contest, each Entrant further grants Sponsor permission to publish his/her name on a list of winners (including but not limited to online lists) as described in these Rules.
- 17. PRIVACY: Any personal information collected will be subject to Sponsor's Privacy Policy and will be used by Contest Entities to administer this Contest and for the marketing of Contest Entities' goods and services and will not be used or disclosed for any other purpose without the consent of the applicable Entrant unless required by law. By entering this Contest, each Entrant agrees that Sponsor has the right to contact Entrant by telephone, email or regular mail for commercial advertising purposes and for any other purpose related to the administration of this Contest. By entering this Contest, each Entrant grants Sponsor permission to publish his/her name on a list of winners (including but not limited to online lists) as described in these Rules. In the event of any discrepancy between Sponsor's Privacy Policy and these Rules, the Privacy Policy will govern and control. For Sponsor's online Privacy Policy, please visit https://www.horacemann.com/privacy.aspx. If Entrants wish to have their information removed from Sponsor's list of Entrant information gathered as a result of this Contest, Sponsor can be contacted with the request using the contact information provided in the Privacy Policy. However, Entrants should be aware that Sponsor is required by the laws of certain jurisdictions to both publish a list of winners and to retain records of winners for certain periods of time as designated and required by each individual jurisdiction.
- 18. **ELIMINATION:** Any false information provided within the context of the Contest by entrant concerning identity, mailing address, telephone number, email address,

ownership of right or non-compliance with these Rules or the like may result in the immediate elimination of the Entrant from the Contest.

- 19. NOT AN OFFER OR CONTRACT OF EMPLOYMENT: Under no circumstances shall the submission of artwork into the Contest, the awarding of a prize, or anything in these Rules be construed as an offer or contract of employment with either Sponsor or any Contest Entity. Entrants acknowledge that they submitted their artwork voluntarily and not in confidence or in trust. Entrants acknowledge that no confidential, fiduciary, agency, or other relationship or implied-in-fact contract now exists between the Entrant and Sponsor or any Contest Entity, and that no such relationship is established by Entrant's submission of an entry under these Rules.
- 20. **DONORSCHOOSE:** DonorsChoose is an independent entity and is not a subsidiary, affiliate or parent company of Sponsor or the Contest Entities nor is it affiliated with or controlled by Sponsor or the Contest Entities in any way. DonorsChoose projects and all funding placed for DonorsChoose projects (including but not limited to all funding awarded by this Contest) are subject to additional rules, restrictions, and/or limitations by DonorsChoose. Please read all DonorsChoose rules, restrictions, and limitations carefully with respect to the creation and designation of projects and use of funding. By entering this Contest, each Entrant agrees to abide by all rules, restrictions, and limitations placed on projects and funding by DonorsChoose. By participating in this Contest, each Entrant also agrees to hold DonorsChoose harmless against any responsibility or liability arising in connection with, or as a result of, participation in this Promotion. Sponsor and/or Contest Entities are in no way responsible for problems or limitations arising from or relating in any way to DonorsChoose projects, accounts, or donations.
- 21. LIABILITY AND VENUE: As a condition of participating in this Contest and/or winning a prize, Entrants agree that (i) under no circumstances will Entrants be permitted to obtain awards for, and Entrants hereby waive all rights to claim punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses; (ii) all causes of action arising out of or connected with this Contest and/or prizes awarded shall be resolved individually, without resort to any form of class action, and shall be resolved exclusively by arbitration under the rules of the American Arbitration Association; and (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event shall attorney's fees be awarded. The laws of the State of Illinois shall exclusively govern this Contest. Sponsor reserves the right to discontinue or modify this Contest, as applicable, and in Sponsor's sole discretion. Should any provision of these Rules be deemed unenforceable or invalid, the other provisions of these Rules shall remain in full force and effect. Sponsor further reserves the right to modify these Rules

in any way and at any time, subject to state and federal law. In the event that this Contest is challenged by any legal or regulatory authority (including, but not limited to, any federal, state, municipal, provincial, or local governmental authority), Sponsor reserves the right to discontinue or modify this Contest as applicable, and/or disqualify any Entrants residing in any affected geographic areas, or who, in Sponsor's sole discretion, do not meet eligibility requirements. Should either such event occur, all Entrants agree that Sponsor shall have no liability to any Entrants who are or may be impacted by Sponsor's decision.

22. WINNER'S LIST: For the complete Winners List, please send a request to socialmedia@horacemann.com. The complete Winners List will also be available online within 3 business days of the date the last prize winner is selected.

## 23. NO PURCHASE NECESSARY; NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST.

Sponsor's Mailing Address and Principal Place of Business:

Horace Mann Service Corporation 1 Horace Mann Plaza Springfield, IL 62715