

**The Actuarial Foundation
Formula 2023 Virtual Gala Sweepstakes**

OFFICIAL RULES

NEITHER ATTENDANCE AT THE VIRTUAL GALA NOR PURCHASE IS NECESSARY TO ENTER OR WIN. ATTENDING THE VIRTUAL GALA WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW. ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

- 1. Eligibility.** This sweepstakes (the “Promotion”) is open only to legal residents of the United States (including its commonwealths, territories and possessions, but not including residents of Florida and New York). Only individuals who are at least eighteen (18) years of age or older (except, in the case of legal residents of certain states where the legal age of majority is greater than eighteen (18) years of age, such legal age of majority) at the time of entry. Employees, officers and directors (including immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and members of the same household, whether or not related) of The Actuarial Foundation (the “Host”) and any and all companies associated with the Promotion are not eligible to participate or win the Prizes (as defined below). Eligibility is also contingent upon compliance with these Official Rules and fulfilling all requirements set forth herein. The Promotion is subject to all applicable federal, state and local laws, rules and regulations. Void in Florida, New York and where prohibited or restricted by law, rule or regulation.
- 2. How to Enter.** The Promotion begins on October 1, 2022 and ends on April 30, 2023 at 11:59 P.M. Central Time (“CT”) (the “Promotional Period”). Individuals registering for The Actuarial Foundation’s Formula 2023 Virtual Gala, which will be held on May 11, 2023 (the “Event”) will each receive one (1) “Entry” and are referred to herein collectively as “Entrants” and each individually as an “Entrant.” You may enter the Promotion by either of the methods described below. No other method of entry will be accepted. Each individual is limited to only one (1) Entry. If you enter using both methods of entry set forth below, such that you have more than one (1) Entry to the Promotion, you will be disqualified from and deemed ineligible to participate in the Promotion. Entries under either method must be *received* by the Host prior to the conclusion of the Promotional Period.

 - a. Event Attendance.** Individuals who are eighteen (18) years of age or older that register to attend the Event (at <https://form.jotform.com/222756260871156>) before April 30, 2023 at 11:59 P.M. CT will automatically be registered in the Promotion. Entrants must complete the registration form in its entirety (including by providing their full name; email address; and indicating whether they are eighteen (18) years of age or older).
 - b. Alternate Method of Entry.** If you do not register for the Event, you may enter the Promotion by hand-printing your full name; address; city; state; zip code; cell, day and/or evening telephone numbers (including area codes); date of birth and e-mail address on an 8”x10” piece of paper and mailing it in a sealed envelope with proper postage affixed to: The Actuarial Foundation, 475 N. Martingale Road #600, Schaumburg, IL 60173.
- 3. Random Drawing.** Following the Promotional Period, the Host will select potential winners for each Prize at random from amongst all Entrants as detailed below (each, a “Preliminary Winner,” and collectively, the “Preliminary Winners”). Subject to verification of eligibility and compliance with the terms of these Official Rules, each Preliminary Winner will be declared an official winner of the Promotion (each, a “Winner,” and

collectively, the “Winners”). The decisions of the Host are final and binding for all matters relating to the Promotion. **Odds of winning depend on the total number of Entrants.**

4. **Prizes.** A Preliminary Winner will be selected to win each of the below listed prizes (each, a “Prize,” and collectively, the “Prizes”). Winners can win only one (1) Prize. Please note, estimated retail Prize values listed below are subject to change based on rates in effect at the time of redemption.
 - a. **Apple Watch.** One (1) Entrant will each win one (1) Apple Watch. The current estimated retail value of the Apple Watch is \$400.00.
 - b. **Cameo Gift.** One (1) Entrant will win one (1) Cameo Gift Card. The current estimated retail value of the Cameo Gift Card is \$500.00.
 - c. **Delta Airlines.** One (1) Entrant will win one (1) Delta Airlines Gift Card. The current estimated retail value of the Gift Card is \$600.00.
5. **Prize Conditions.** All Prize details will be determined in the sole and absolute discretion of the Host. Except as otherwise specifically set forth herein, all costs and expenses associated with acceptance of a Prize and use thereof, including, but not limited to, any lodging, transportation, shipping, postage, delivery, meals and beverages, gratuities, data plans, warranties and other expenses incurred by or in connection with acceptance and use of a Prize are the sole responsibility of the applicable Winner. Winners cannot substitute or transfer their respective Prizes. If a Prize (or any portion thereof) becomes unavailable, the Host reserves the right to substitute another prize of equal or greater value.

Each Winner will be solely responsible for any federal, state and/or local taxes arising in connection with the acceptance of a Prize, for reporting acceptance of a Prize, and for any other charges, costs or fees, associated with winning a Prize. If the value of a Prize exceeds \$600, the Host will inform the Winner of the value of such Prize and will report the value of such Prize to the Internal Revenue Service on Form 1099-MISC.

6. **Winner Determination, Verification and Notification.** After selecting a Preliminary Winner for each Prize in the random drawing, the Host will use Entry information to determine if any Preliminary Winner is ineligible. If a Preliminary Winner appears to be eligible based on such information, the Host will notify such Preliminary Winner by email and/or phone (including voicemail) (a “Prize Notification”). A Prize Notification will instruct a Preliminary Winner that they must reply to such Prize Notification within a specified time period and follow all instructions contained therein in order to claim the Prize. Instructions include, but are not limited to, providing all additional information requested by Host in order to confirm eligibility and signing/returning (except where prohibited by law) an “Affidavit of Eligibility,” a “Liability & Publicity Release,” and a W-9 tax form which requires disclosure of a Preliminary Winner’s social security number (collectively, the “Documents”) by a specified date. In the event that a Preliminary Winner is ineligible, does not respond to the Prize Notification within the specified period of time, declines the Prize for any reason, or does not return the Documents by the specified date, a disqualification will result, and the Preliminary Winner will forfeit the applicable Prize. At Host’s sole discretion and time permitting, the Host may select an alternate Preliminary Winner for a Prize at random from among remaining eligible Entrants, and any alternate Preliminary Winner will be subject to the same verification of eligibility and compliance requirements as the initial Preliminary Winners.

A Preliminary Winner is not a Winner, even if selected or notified of being a Preliminary Winner, unless and until receipt and verification of the Affidavit of Eligibility and eligibility generally, in accordance with these

Official Rules. A Preliminary Winner must have complied, and must continue to comply, with all terms and conditions of these Official Rules; eligibility is contingent upon fulfilling all requirements set forth herein. In the event that a Winner or Preliminary Winner is or becomes ineligible for any reason, disqualification will result. At the Host's sole discretion and time permitting, the Host may select alternate Preliminary Winners at random from among remaining eligible Entrants, and such alternate Preliminary Winners will be subject to the same verification of eligibility and compliance requirements as the initial Preliminary Winners.

Once the Host, in its sole discretion, confirms that a Preliminary Winner is eligible for a particular Prize and such Winner complies with all requirements of these Official Rules, the Host will make arrangements to transfer such Prize to such Winner.

The Winners will be announced during the Event. The identity of the Winners may also be obtained by sending a self-addressed envelope (unless prohibited by law) to: The Actuarial Foundation, 475 N. Martingale Road #600, Schaumburg, IL 60173 within ninety (90) days of the end of the Promotional Period. The decisions of the Host are final and binding on all matters relating to this Promotion. Odds of winning depend on the total number of Entries.

- 7. Limitations of Liability.** By participating in the Promotion or submitting an Entry, Entrants agree: (a) to be bound by these Official Rules, including all entry requirements; (b) to waive any and all claims against the Host and its subsidiaries, affiliates, vendors and advertising or promotional agencies, including parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") for any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from the participation in the Promotion or the receipt or use of a Prize (or any portion thereof) or any activity or travel related to the receipt or use of a Prize (or any portion thereof); and (c) to release and hold harmless the Released Parties from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of such Entrant's participation in the Promotion or receipt, use, or misuse of a Prize. Further, the Released Parties are not responsible for: (a) technical failures of any kind; (b) any incorrect or inaccurate information, whether or not caused by (i) an Entrant, (ii) printing or computing errors, or (iii) any of the equipment or programming associated with or utilized in the Promotion; (c) unauthorized human intervention in any part of the entry process or the Promotion; (d) technical or human error which may occur in the administration of the Promotion or the processing of Entries that prevent the Promotion from being conducted as planned; or (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from an Entrant's participation in the Promotion or receipt, use, or misuse of a Prize. If for any reason an Entrant's Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, such Entrant's sole remedy is another Entry in the Promotion during the Promotional Period. No more than the stated number of Prizes will be awarded. In the event that technical or any other reasons cause more than the stated number of Prizes to be available and/or claimed, the Host reserves the right to award only the stated number of prizes.
- 8. General Conditions.** The Released Parties are not responsible for: stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, postage-due, or garbled Entry, transmissions, e-mail or mail; lost, interrupted or unavailable network, cable, satellite, server, Internet Service Provider, wireless network, website or other connections, including those through and/or by any website; nonavailability of, non-accessibility of, miscommunication about or failure of computer, satellite, telephone, cable, or wireless transmissions or lines; technical failure; jumbled, scrambled, delayed or misdirected transmissions; computer hardware or software malfunctions, failures or difficulties; wireless service congestion; failures or malfunctions of telephones, telephone lines or 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 e-mail notifications; printing, typographical or other errors appearing within these Official Rules or in any Promotion-related materials; or any other errors, problems, or difficulties of any kind whether human, mechanical, electronic, network, computer, telephone, wireless service, mail, typographical, printing, or otherwise, relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of Entries, the announcement of the Prizes, or in any Promotion-related materials. The 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 Promotion. The Released Parties are not responsible for injury or damage to Entrants' or to any other person's computer and/or wireless device related to or resulting from participating in this Promotion or downloading materials from or use of the Host website. The Released Parties: (a) make no warranty, guaranty or representation of any kind concerning the Prizes (or any portions thereof); and (b) disclaim any implied warranty.

- 9. Publicity.** Except where prohibited, Entry into the Promotion constitutes an Entrant's express consent to be contacted by the Host by telephone, e-mail, and/or postal mail for Promotion purposes. A Winner, by acceptance of their respective Prize, grants to the Host the right to publicize such Winner's name, likeness, photograph, voice, statements, opinion, hometown and state, and/or other likeness and Prize information for promotional, advertising, trade, and/or any other purposes in any media or format now known or hereafter devised, throughout the world, in perpetuity, without limitation, including on social media websites, without further compensation, payment, consideration, permission or notification, unless prohibited by law.
- 10. Suspension.** The Host reserves the right to cancel, suspend, and/or modify the Promotional Period, or any part of thereof, if any fraud, technical failure, or other factor beyond the Host's reasonable control impairs the Host's ability to properly conduct the Promotion, as determined by the Host in its sole discretion. In such circumstance, the Host reserves the right to award the Prizes at random from among non-suspect, eligible Entries received up to the time of the cancellation/suspension of the Promotional Period. The Host reserves the right in its sole discretion to disqualify any Entrant it finds to be in violation of these Official Rules, including, without limitation, any person who tampers with or abuses the Entry process or any aspect of the Promotion, attempts to undermine the legitimate operation of the Promotion by cheating, deception, or other unfair practice, intends to annoy, abuse, threaten or harass another Entrant or any representative of the Host, or otherwise violates these Official Rules. Any attempt to undermine the operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, the Host reserves the right to seek damages from any such person to the fullest extent permitted by law. The Host's failure to enforce any term of these Official Rules will not constitute a waiver of that provision.
- 11. Disputes.** Except where prohibited, Entrant agrees that this Promotion and these Official Rules and any action or omission relating to or arising out of this Promotion is governed by the laws of the State of Illinois, without regard to the conflicts of law provisions, and is subject to the laws, rules, and regulations of the United States and these Official Rules. As a condition of participating in this Promotion, participants agree that any and all disputes which cannot be resolved between the parties and causes of action arising out of or in connection with this Promotion, will be resolved individually, without resort to any form of class action, exclusively before a court located in Chicago, Illinois having jurisdiction, and participants submit to the

jurisdiction of the courts located in Illinois. Further, in any such dispute, under no circumstances will participants be permitted to obtain awards for, and hereby waive all rights to claim, punitive, incidental, or consequential damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (*e.g.*, costs associated with Entry), and participant further waives all rights to have damages multiplied or increased.

- 12. Entrant's Personal Information.** The Host will be collecting personal information about Entrants, in accordance with its privacy policy, available at <https://www.actuarialfoundation.org/privacy-policy/> ("Host Privacy Policy"). By participating in the Promotion, participants hereby acknowledge that they have read and agree to the Host Privacy Policy and the collection and usage of their personal information. Notwithstanding any provision of the Host Privacy Policy, Entrants' information may be shared with the Host's marketing affiliates, sponsors and exhibitors and may be used for marketing purposes and/or to send follow-up communications to each Entrant relating to the Host's business. Participation in this Promotion constitutes your full and complete agreement to receive all such communications, subject to receipt of any opt-out requests related to e-mail communications.
- 13. Promotion and Host.** Participation in the Promotion constitutes an Entrant's full and unconditional agreement to these Official Rules. The Host is The Actuarial Foundation, 475 N. Martingale Road #600, Schaumburg, IL 60173. All decisions related to, as well as all interpretation of these Official Rules, will be made by the Host and will be final and binding.