

**#ESURANCEACCESS VENDING MACHINE SWEEPSTAKES  
“OFFICIAL RULES”**

**NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED BY LAW. MUST BE PRESENT TO WIN.**

**ENTRY VIA TWITTER ONLY AND TWITTER ACCOUNT AND INTERNET CONNECTION REQUIRED. “PROTECTED” TWITTER ACCOUNTS MAY NOT BE ABLE TO SEND ENTRIES. THE SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, TWITTER, INC. (“TWITTER”), SXSW, LLC OR THE NON-SPONSORS (AS DEFINED BELOW).**

**WINNER MUST RESPOND TO COMMUNICATIONS FROM SPONSOR (AS DEFINED BELOW) AS DIRECTED FROM SPONSOR OR PRIZE MAY BE FORFEITED (IN SPONSOR’S SOLE DISCRETION). AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED.**

**BY ENTERING THE SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. THIS CONTRACT INCLUDES, WITHOUT LIMITATION, GRANTS OF RIGHTS AND INDEMNITIES TO THE SPONSOR FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.**

1. **Eligibility:** The #EsuranceAccess Vending Machine Sweepstakes (the “Sweepstakes”) is sponsored by Esurance Insurance Services, Inc., 650 Davis St., San Francisco, California 94111 (“Esurance” or “Sponsor”), and is open only to legal residents of any one (1) of the fifty (50) United States or the District of Columbia who are at least twenty-one (21) years of age at the time of entry. Sponsor reserves the right to conduct a background check and entry in the Sweepstakes constitutes entrant's permission for Sponsor to conduct such background check, provided that, to the extent additional authorization is necessary under law, entrants must authorize such check. Sponsor reserves the right (in its sole discretion) to disqualify any entrant based on the results of the background check if Sponsor determines (in its sole discretion) that awarding a prize to such potential winner might reflect negatively on Sponsor or its representatives or agents or or the failure of the entrant to properly authorize such background check. Corporate entities are not eligible and have no right to claim any prize won by their employees. Employees, officers, directors, members, managers, agents, and representatives of Sponsor, the 2016 South by Southwest (SXSW®) Music and Media Conference at the Austin Convention Center in Austin, Texas (the “SXSW® Conference”), or SXSW, LLC, and their respective corporate partners, parent companies, divisions, subsidiaries, affiliates, successors in interest, advertising, promotion and public relations agencies (all such individuals and entities collectively referred to herein as the “Sweepstakes Entities”) and the family members and/or those residing in the same household of each are not eligible to enter the Sweepstakes or win a prize. For the purposes of the Sweepstakes, family members are defined as spouse, partner, mother, father, legal guardian, in-laws, grandmother, grandfather, brother, sister, children, and grandchildren (including "step" as they may apply).

## 2. Sweepstakes Period:

The Sweepstakes begins at 12 p.m. Central Time (CT) on March 12, 2016 and ends at 5 p.m. CT on March 19, 2016 (the “Sweepstakes Period”). The Sweepstakes will consist of the following eight (8) consecutive daily entry periods (each an “Entry Period”):

Entry Period	Date	Start Time (all times are CT)	End Time (all times are CT)
1	March 12, 2016	12 p.m.	6 p.m.
2	March 13, 2016	12 p.m.	6 p.m.
3	March 14, 2016	12 p.m.	6 p.m.
4	March 15, 2016	12 p.m.	6 p.m.
5	March 16, 2016	12 p.m.	6 p.m.
6	March 17, 2016	12 p.m.	6 p.m.
7	March 18, 2016	12 p.m.	6 p.m.
8	March 19, 2016	12 p.m.	5 p.m.

3. **How to Enter:** To participate and enter the Sweepstakes, individuals will need a Twitter account (an “Account”). If entrant does not already have an Account, visit [www.twitter.com](http://www.twitter.com) (the “Website”) to create an Account; creating an Account is free. By submitting entrant’s information and creating an Account, entrant will be required to agree to the Twitter terms of service and privacy policy. If entrant does not agree to Twitter’s terms of service and privacy policy, entrant cannot create an Account or participate in the Sweepstakes. During the applicable Entry Period, eligible individuals can enter the Sweepstakes by (a) visiting the Esurance Lounge on 6th Street and Trinity Street in Austin, Texas (the “Lounge”), (b) registering for an Esurance Access Badge, (c) visiting the Esurance vending machine in the Lounge and “tweeting” on Twitter the hashtags #EsuranceAccess and #VendingSweeps and the unique code displayed on the Esurance vending machine touchscreen (an “Entry”). Each tweet counts as a single Entry. Limit one (1) prize per entrant. Sponsor may disqualify Entries if the Entry or related Tweet includes inappropriate, offensive or other derogatory language or information. Sponsor reserves the right to remove, reject or disqualify (along with the entrants who submitted them) any posted Tweet or Entry which, in its sole discretion, violate any of these Official Rules or are otherwise inappropriate for inclusion in the Sweepstakes. For purposes of the Sweepstakes, only Entries that are recorded through Twitter’s servers will be considered. Other proof of submitting an Entry (such as a printed or copied screenshot or message) does not constitute proof of actual receipt of the Entry for purposes of the Sweepstakes. The Twitter database clock will be the official timekeeper for the Sweepstakes. **NOTE: Sponsor may not receive entries from Twitter users with “protected” updates (i.e., user has set the Account so that only people the user has approved can view updates) due to the way Twitter operates its service.** Multiple entrants are not permitted to share the same Twitter Account. Attempts made by an individual to submit Entries in violation of these Official Rules by using multiple or false contact information or otherwise may be disqualified. Entries that are generated by a macro, bot, or other automated means will not be accepted and will be void. Entries made by any other individual or any entity or group, or originating at any web site other than as set forth specifically above, including, without limitation, through commercial sweepstakes subscription notification or entering services, will be declared invalid and disqualified for the Sweepstakes. As a condition of entering the Sweepstakes, without limiting any other provision in these Official Rules, each entrant gives consent for Sponsor and its agents to obtain and deliver his or her name, address and other information to third parties for the purpose of administering the Sweepstakes and complying with applicable laws, regulations, and rules.

Such third parties may use entrant’s information for their own independent purposes in accordance with their own independent privacy practices. Except as otherwise contemplated in these Official Rules, Sponsor will use personal information collected in connection with the Sweepstakes in accordance with its online privacy policy, located at <https://www.esurance.com/privacy-and-security>.

**NOTE ABOUT TWITTER:** Sweepstakes Entities are not responsible for any changes or unavailability of the Twitter service that may interfere with the Sweepstakes (including any limitations, any restrictions, or any conditions on Sponsor’s ability to use Twitter for the Sweepstakes as set forth herein that are not acceptable to Sponsor) or ability of entrant to timely enter, receive notices or communicate with Sponsor via Twitter, in which case Sponsor, in its sole discretion, may terminate or modify the Sweepstakes.

**4. Prize Winner Selection & Notification:**

Sponsor shall identify, via an “instant-win” randomization method, approximately twelve (12) potential instant winners per day, at certain (undisclosed but Sponsor-selected) intervals during each Entry Period.

Must be present to win. Prizes will be available at the Esurance vending machine for winners. Except where prohibited by law, as a condition of entering the Sweepstakes, Sponsor may require each potential winner to complete, execute, have notarized and return an Affidavit of Eligibility, Mutually Agreeable Liability Release, and a Publicity Release, (collectively, the “Affidavit”) and any required tax documents (e.g., Form 1099) within the timeframe requested by Sponsor. To complete the Affidavit, the winner may be required to provide his or her Social Security Number for tax purposes. In the event of noncompliance with these requirements, the prize may be forfeited in Sponsor’s sole discretion. The Affidavit is subject to verification by Sponsor.

If any Sweepstakes communication is rejected or returned as undeliverable, if a winner cannot attend or participate in any portion of the prize, if the winner fails to comply with these Official Rules, or the winner fails to sign and return the Affidavit within the time periods requested by Sponsor, the prize will be forfeited in Sponsor’s sole discretion and an alternate winner may be selected (time permitting) based on the original method of winner selection in Sponsor’s sole discretion. Sponsor reserves the right to modify the notification procedures in connection with the selection of any alternate potential winner. If legitimately claimed in compliance with these Official Rules, the prize will be awarded. Upon prize forfeiture, no compensation will be given and Sponsor will have no responsibility or liability to that participant.

**5. Prize / Odds:**

Prizes: Subject to verification, each winner will win one of the following prizes, which will be determined by Sponsor in its sole discretion:

<b><u>Prize</u></b>	<b><u>ARV</u></b>	<b><u>Quantity</u></b>	<b><u>Total Cost</u></b>
Tile 4 Pack	\$69.99	30	\$2,099.70
Nest Cam Security Camera	\$199.00	15	\$2,985.00
Fitbit Charge 2	\$149.95	20	\$2,999.00
Beats Headphones	\$199.95	15	\$2,999.25
Apple TV	\$149.00	20	\$2,980.00
Total ARV of all Prizes			\$14,062.95

Odds of winning depend upon number of eligible Entries received.

**Additional Prize Information:** Each winner will be solely responsible for all taxes and other expenses related to the prize. Entrants waive the right to assert as a cost of winning any prize, any and all costs of verification and redemption and any liability and publicity which might arise from claiming or seeking to claim said prize. Sponsor will not replace any lost, mutilated or stolen prize or any prize that is undeliverable or does not reach a winner because of an incorrect or changed address. No transfers or prize substitutions will be made, except at Sponsor's sole discretion. No more than the stated prizes will be awarded. Sponsor is not responsible for installation of any prize.

**6. Licenses and Approvals:** By submitting an Entry and participating in the Sweepstakes, entrant grants the Sweepstakes Entities an irrevocable, perpetual, non-exclusive worldwide license to publish, post, display, copy, distribute, transmit, edit, use alone, together or with other works, and otherwise exploit entrant's name, voice, persona, likeness, image, home address, prize information, any quotes attributable to entrant, biographical data and any other indicia of persona in any manner whatsoever throughout the world, including on the Internet, and at any time or times, in connection with advertising and/or publicity purposes in connection with the Sweepstakes including but not limited to participation in awarding of the prize in any and all forms of media, now known or hereafter discovered, without additional compensation, review or approval rights, notification or permission, except where prohibited by law, and each entrant releases all Releasees (as defined below) from any and all liability related thereto. The license and rights granted by entrant may include, without limitation, on-location or studio-based on-air camera appearances, and any photographs, videos or other materials entrant provides to the Sponsor. Nothing contained in these Official Rules obligates the Sweepstakes Entities to make use of any of the rights granted herein and each winner waives any right to inspect or approve any such use. **ENTRANT FURTHER ACKNOWLEDGES THAT IF ENTRANT IS CHOSEN AS A WINNER, ENTRANT'S IDENTIFYING INFORMATION, INCLUDING BUT NOT LIMITED TO ENTRANT'S NAME, MAY BE DISCLOSED TO THIRD PARTIES INCLUDING, WITHOUT LIMITATION, BEING PLACED ON A WINNERS LIST AS WELL AS USED IN ANY AND ALL MEDIA AT THE DISCRETION OF THE SPONSOR AS A PART OF PARTICIPATING IN THE SWEEPSTAKES.**

**7. Limitation of Liability:** Releasees (as defined below) are not responsible or liable for any of the following: (a) stolen, lost, late, misdirected, garbled, mutilated, damaged, incomplete, inaccurate, or illegible Entries, e-mail, mail, Sweepstakes-related correspondence or postage-due mail or any 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 mailing or transmission of notification or correspondence, the processing of Entries, the announcement of the prize or in any Sweepstakes related materials; (b) technical failures of any kind; (c) failures of any of the equipment or programming associated with or utilized in the Sweepstakes; (d) unauthorized human and/or mechanical intervention in any part of the entry process or the Sweepstakes; (e) technical or human error that may occur in the administration of the Sweepstakes, or the processing of Entries; (f) postage-due winner documentation; (g) any error, omission, interruption, defect or delay in transmission or communication; (h) viruses or technical or mechanical malfunctions; (i) interrupted or unavailable cable or satellite systems; (j) errors, typos, or misprints in these Official Rules, in any Sweepstakes-related advertisements or other materials; or (k) lost or unavailable network connections. Sweepstakes Entities are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's account to receive e-mail messages. Sweepstakes Entities are not responsible, and may disqualify an entrant, if his or her Twitter account, telephone, or other contact information does not work or if it is changed without entrant giving prior written notice to Sponsor. Releasees are not responsible for any changes or unavailability of Twitter that may interfere with the Sweepstakes or ability of entrant to

timely enter, receive notices or communicate with Sponsor, in which case Sponsor, in its sole discretion, may terminate or modify the Sweepstakes. If for any reason entrant's Entry is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as an Entry into the Sweepstakes, entrant's sole remedy is another Entry in the Sweepstakes during the Sweepstakes Period.

As a condition of participating in the Sweepstakes, **EACH ENTRANT AGREES TO RELEASE, INDEMNIFY AND HOLD HARMLESS THE SWEEPSTAKES ENTITIES, TWITTER, SXSW, LLC, THE NON-SPONSORS AND EACH OF THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, DIVISIONS AND ADVERTISING, PUBLIC RELATIONS AND SWEEPSTAKES AGENCIES, AND EACH OF THEIR RESPECTIVE AGENTS, REPRESENTATIVES, OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS AND EMPLOYEES (COLLECTIVELY, "RELEASEES") FROM AND AGAINST ANY LIABILITY WHATSOEVER FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH THE USE, ACCEPTANCE, POSSESSION, MISUSE OR AWARDING OF THE PRIZE, WHILE PREPARING FOR, PARTICIPATING IN ANY SWEEPSTAKES-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON OR PROPERTY. EACH WINNER AGREES THAT THE PRIZE IS PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE PRIZE. FURTHER, RELEASEES ARE NOT RESPONSIBLE IN ANY WAY FOR ANY ADDITIONAL EXPENSES, OMISSIONS, DELAYS, OR RE-ROUTING RESULTING FROM ANY ACTS OF ANY GOVERNMENT OR AUTHORITY.**

EACH ENTRANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM OR HER. SECTION 1542 READS AS FOLLOWS:

“CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

**8. Additional Disclaimers:** Without limiting any other provision in these Official Rules, Releasees are not responsible or liable to any entrant or winner or any person claiming through such entrant or winner for failure to supply the prize or any part thereof in the event that any of the Sweepstakes activities or Releasees' operations or activities are affected, as determined by the Sponsor in its sole discretion, including, without limitation, by reason of any acts of God, any action, regulation, equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war, fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike labor or material shortage, transportation interruption of any kind, civil disturbance, insurrection, riot, or any law, rule, regulation, order or other action adopted or taken by any governmental, federal, state or local government authority, or any other cause, whether or not specifically mentioned above.

**9. Disputes and Governing Law:** BY PARTICIPATING IN THE SWEEPSTAKES, EACH ENTRANT AGREES THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION THAT CANNOT BE RESOLVED BETWEEN THE ENTRANT AND ANY RELEASEE ARISING OUT OF OR CONNECTED WITH THE

SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED, (IF ANY), NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANTS IRREVOCABLY WAIVE ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO ALL ENTRANTS.

The Sweepstakes and any dispute arising under or related thereto (whether for breach of contract, tortious conduct or otherwise) will be governed by the laws of the State of California, without reference to its conflicts of law principles. Any legal actions, suits or proceedings related to the Sweepstakes (whether for breach of contract, tortious conduct or otherwise) will be brought exclusively in the state and federal courts located in San Francisco, California, and each entrant accepts and submits to the personal jurisdiction of these California courts with respect to any legal actions, suits or proceedings arising from or relating to the Sweepstakes or these Official Rules.

**10. General Rules:** Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Sponsor's decisions will be final in all matters relating to the this Sweepstakes, including interpretation of these Official Rules and awarding of the prize. Entrants further agree to not damage or cause interruption of the Sweepstakes and/or prevent others from using the Sweepstakes. Sponsor reserves the right, in its sole discretion, to void entries of any entrants who Sponsor believes have attempted to tamper with or impair the administration, security, fairness or proper play of the Sweepstakes. Sponsor's failure to or decision not to enforce any provision in these Official Rules will not constitute a waiver of that or any other provision. In the event there is an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials and/or these Official Rules (including any alleged discrepancy or inconsistency in these Official Rules), it will be resolved in Sponsor's sole discretion. Entrants waive any right to claim ambiguity in the Sweepstakes or these Official Rules. If Sponsor determines at any time in its sole discretion that a winner or potential winner is disqualified, ineligible, or in violation of these Official Rules, or engaging in behavior that Sponsor deems obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right in its sole discretion to select an alternate winner, even if the disqualified potential winner's name or other information or content may have been shown or announced on the Website or elsewhere. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. If the Sweepstakes is not capable of running as planned for any reason, Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Sweepstakes and award the prize from eligible entries received prior to cancellation, modification, or suspension or as otherwise deemed fair and appropriate by Sponsor. In the event of a dispute concerning who submitted an Entry, the entrant will be declared to be the registered account holder of the Account of record for the account submitting an Entry during the Sweepstakes Period, but only if that person meets all other eligibility criteria, otherwise the Entry may be disqualified and any potential prize won will be forfeited in Sponsor's sole discretion. Each potential winner may be required to provide Sponsor with proof that he or

she is the authorized account holder. If a dispute cannot be resolved to Sponsor's satisfaction, the Entry and individual(s) may be deemed ineligible in Sponsor's sole discretion. Any damage made to the Website or the Twitter service will be the responsibility of the registered account holder of the e-mail address for the Twitter Account submitted at the time of entry. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEB SITE OR UNDERMINE THE LEGITIMATE OPERATIONS OF THE SWEEPSTAKES VIOLATES CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW AND MAY DISQUALIFY ANY PARTICIPANT MAKING SUCH ATTEMPT.

**11. Official Rules and Winners List:** For a copy of these Official Rules or any legally required list of Winners, send a self-addressed, stamped, #10 business envelope to "#EsuranceAccess Vending Machine Sweepstakes", ATTN: Official Rules (or Winners List) Request, 650 Davis Street, San Francisco, CA 94111. Winners list requests must be received within two (2) months of the end of the Sweepstakes Period. No mechanically reproduced or photocopied requests allowed; only one (1) request per outer mailing envelope. Vermont residents may omit return postage for rules request.

The following companies are not sponsors of the Sweepstakes ("Non-Sponsors"): Tile, Inc., Nest Labs, Inc., Fitbit, Inc., Beats Electronics, LLC, Apple Inc., and each of their respective affiliates.

All trademarks used herein are the property of their respective owners.