

Official Rules

The State Farm® COLORADO SAFEST DRIVER CONTEST

NO PURCHASE NECESSARY TO PARTICIPATE OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID OUTSIDE OF COLORADO AND WHERE PROHIBITED OR RESTRICTED BY LAW. THIS CONTEST IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF PARTICIPATION.

1. Eligibility: The State Farm “Colorado Safest Driver Contest” the (“Contest”) is open to legal residents of Colorado who: (i) are at least 18 years of age at time of participation; (ii) reside in Colorado at time of participation; (iii) possess a current, valid Class R Colorado drivers license and current, valid car insurance at Contest entry and at time of prize fulfillment; and (iv) have access to a non-commercial motor vehicle to use for participation in this Contest. For purposes of this Contest, a non-commercial motor vehicle is defined as a private vehicle that is not used, or intended for use, to earn income. Employees, officers and directors of State Farm Mutual Automobile Insurance Company (“Sponsor”), Cambridge Mobile Telematics (“CMT”) and State Farm independent contractor insurance and financial services agents and their staff and each of their respective parents, subsidiaries and affiliated companies, representatives, directors, officers, agents, divisions, dealers, affiliates, distributors, advertising and promotional agencies, employees and assigns, and any entity which is involved in any aspect of the creation, production, operation, execution or fulfillment of the Contest (collectively “Released Parties”) and their immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and those living in their same households, whether or not related to any of the above named entities, eligible to download the App (hereinafter defined) but are not eligible to participate in Contest and win Prizes (hereinafter defined) . This Contest is subject to all applicable federal, state, local laws, rules and regulations. Void where prohibited or restricted by law, rule or regulation. All interpretations of these Official Rules and decisions made by Sponsor relating to this Contest are final.

By participating in this Contest, participants: (a) agree to be bound by these Official Rules and by the interpretations of these Official Rules by Sponsor and by the decisions of Sponsor; (b) acknowledge compliance with these Official Rules; (c) represent and warrant that he or she meets all the eligibility criteria set forth in these Official Rules; (d) agree to comply with any and all applicable federal, state and local laws, rules and regulations; and (e) agree to indemnify and hold harmless Sponsor and Released Parties from and against any and all liability arising out of or relating in any way to participant’s participation in Contest and to release all rights to bring any claim, action or proceeding against Sponsor and Released Parties. This includes, but is not limited to, any and all claims, demands, damages and causes of action for personal injuries or death and/or damage to personal or real property, theft, loss or any other harm, suffered directly or indirectly from participant’s participation in Contest or the receipt or acceptance, redemption, possession, use or misuse of the Prizes, and for any claim including claims based on defamation, publicity rights, invasion of privacy, copyright infringement, trademark infringement, or any other intellectual property related or other cause of action.

2. Contest Period: Commencing at 8:00 AM MST on August 19, 2019 and ending at 11:59 PM MST on November 10, 2019 (“Contest Period”) six (6) bi-weekly winners (“Bi-Weekly Winner(s)”) and one (1) grand prize winner (“Grand Prize Winner”) will be selected as follows: (i) one (1) Bi-Weekly Winner will be selected on each of the six (6) Selection Dates listed below; and (ii) one (1) Grand Prize Winner will be selected at the conclusion of the Contest Period. All times below are in “MST”.

<u>Participation Period</u>	<u>Selection Date</u>	<u>Selection</u>
8/19/19 (8:00 AM) - 9/1/19 (11:59 PM)	9/2/19	<u>“Bi-Weekly Selection No. 1”</u>
9/2/19 (12:00 AM) - 9/15/19 (11:59 PM)	9/16/19	<u>“Bi-Weekly Selection No. 2”</u>
9/16/19 (12:00 AM) – 9/29/19 (11:59 PM)	9/30/19	<u>“Bi-Weekly Selection No. 3”</u>
9/30/19 (12:00 AM) – 10/13/19 (11:59 PM)	10/14/19	<u>“Bi-Weekly Selection No. 4”</u>
10/14/19 (12:00 AM) – 10/27/19 (11:59 PM)	10/28/19	<u>“Bi-Weekly Selection No. 5”</u>
10/28/19 (12:00 AM) – 11/10/19 (11:59 PM)	11/11/19	<u>“Bi-Weekly Selection No. 6”</u>
8/19/19 (8:00 AM) – 11/10/19 (11:59 PM)	11/11/19	<u>“Grand Prize Selection”</u>

Bi-Weekly Selection No. 1 through Bi-Weekly Selection No. 6 above and the Grand Prize Selection will collectively be referred to herein as (“Selection” or “Selections”). The Sponsor’s time clock will be the official time keeping device for this Contest. **Winner determination is based on participant Scores (hereinafter defined). The App calculates participant’s Scores on a rolling basis based on the average of participant’s Scores during a fourteen (14) day cycle, with the scored distance and number of scored trips being limited to the amount driven by the participant during the prior fourteen (14) days. Scores accumulated during one Participation Period will continue to be included in participant’s Scores for a period of fourteen (14) days.**

NOTE: EACH PARTICIPANT MUST MAKE A MINIMUM OF TEN (10) INDIVIDUAL TRIPS, WITH AN AGGREGATE OF ONE-HUNDRED (100) MILES DURING THOSE TEN (10) TRIPS, DURING A PARTICIPATION PERIOD TO BE ELIGIBLE FOR THE BI-WEEKLY SELECTION APPLICABLE FOR THAT PARTICIPATION PERIOD.

NOTE: IN ORDER TO BE ELIGIBLE FOR THE GRAND PRIZE, PARTICIPANTS MUST HAVE PARTICIPATED IN, AND BEEN ELIGIBLE FOR, AT LEAST THREE (3) PARTICIPATION PERIODS.

3. To Participate: In order to participate in Contest, participants must: (i) have a mobile device that supports the Safest Driver Application (currently iOS 10.0 or higher with an accelerometer, a gyroscope and GPS support, **or** Android™ 4.4 “KitKat” or higher with an accelerometer, gyroscope and GPS support) (“App”) and download the App on that mobile device (Participants may download this free App online at the Apple App Store or on the Google Play Store); (ii) agree to the App Terms and Conditions, the CMT Privacy Policy, and the Contest Official Rules; and (iii) complete all required fields on the Contest entry screen. Only fully completed Contest entry registrations are eligible. Participant will receive permission requests from participant’s phone operating system once participant downloads the App. Participant must accept these requests to use the App features and benefit from them. These permission requests allow CMT to accurately measure participant’s driving and calculate participant’s Score.

Participant must be the driver and download the App to their own smartphone in order for any of their trips to be eligible for this Contest. Once installed and activated, the App will detect and record participant's driving trips on the smartphone the App was downloaded to. Participant must make sure their device is charged and turned on during their driving trips. **Trips taken when not logged into the App will not be reflected in participant's Score.** Once participant activates the App and has the App running during a driving trip, the participant cannot eliminate the results of that drive from the App. The App will automatically activate a trip when it senses movement of participant's vehicle and the trip will automatically end after five (5) consecutive minutes of no movement. The App will identify all trips as "driving" trips (i.e. where the App determines that participant is operating a vehicle) or "non-driving" trips (i.e. where the App determines that participant was not operating a vehicle). If the automatic classification is incorrect, participant can change it by selecting the icon located next to the mode classified by the App. If participant excludes a "non-driving" trip when participant was not driving, that exclusion must be completed within 30 days of the applicable trip or that trip will be deemed a "driving" trip. Trips made on participant's behalf by any other individual will be declared invalid and disqualified for this Contest.

TO QUALIFY FOR THIS CONTEST, ALL TRIPS MUST BE TAKEN VIA A NON-COMMERCIAL MOTOR VEHICLE. FOR PURPOSES OF THIS CONTEST, A NON-COMMERCIAL MOTOR VEHICLE IS DEFINED AS A PRIVATE VEHICLE THAT IS NOT USED, OR INTENDED FOR USE, TO EARN INCOME.

NOTE: WHILE TRIP MILES DRIVEN IN THE STATE OF COLORADO IS NOT A REQUIREMENT OF PARTICIPATION IN THIS CONTEST, THE AMOUNT OF MILES DRIVEN IN COLORADO WILL BE USED AS PART OF A WINNING DETERMINATION FACTOR IN THE EVENT THAT A TIE BREAKER IS NEEDED FOR THE SELECTION OF A BI-WEEKLY WINNER OR THE GRAND PRIZE WINNER AS SPECIFIED IN SECTION 6 HEREIN.

Participants must (i) have a plan with a wireless carrier. Usage of the App may not be available in all areas of the U.S. at all times during the Contest Period. Usage of the App may cease to be available to participants in the event of product, software, coverage or other service changes made by participant's wireless carrier.

Message and data rates may apply for App download and usage and are the responsibility of participant. Please contact your service provider for pricing plans and service availability. Sponsor is not responsible for charges participants may incur as a result of wireless phone transmissions or data use.

Each participant understands and agrees that Sponsor or CMT have the right, at their sole discretion, to disqualify and remove the participant from any Contest activity at any time without compensation if such person's behavior at any point is uncooperative, unsportsmanlike, disruptive, or may or does cause damage to person, property, or the reputation of Sponsor or CMT or otherwise violates the policies of the Sponsor or CMT.

Leaderboard: Certain participants username, established at time of registration for App, and participants associated Scores and miles driven, may be featured publicly from time to time on the App dashboard during the Contest Period, in Sponsor's sole discretion. Being featured on the leaderboard does not

guarantee selection as a Winner in the Contest. By participating in Contest, participant understands and agrees that their user name and associated Scores may be publicly displayed in the manner set forth above without any further notification to or consent from participant.

Contest Overview: This Contest is aimed at encouraging driver safety and positive driving behavior and provides the participant the opportunity to use the App to get feedback about their driving behaviors with the goal of achieving the highest Scores among all of the other applicable eligible participants in order to be awarded Prizes. The App gathers data about participant's driving behavior via the use of position and inertial sensors based on the following driving variables, each an ("Event") and collectively "Events"):

Acceleration-Based Events: Harsh braking, harsh forward acceleration and harsh cornering

Speeding: Relative to an "at-risk speed" on a road segment

Phone Distraction While Driving: Computed using information about the phone's movement and the state of the screen

The App dashboard includes information relating to participants trips and how participants Score for these trips was calculated. The App dashboard also includes a list of participants trips, participants trip achievements, participants rank on the Contest leaderboard, how well participants have done in avoiding phone distraction, and also includes driving tips. Participants can also get information about a particular trip that will show details of significant scoring events from that trip and a summary of participants Score for that trip highlighting any excessive speeding and significant phone distraction.

All information submitted by participants and the individually collected data is subject to, and will be treated in a manner consistent with CMT's Privacy Policy accessible at:

<https://www.cmtelomatics.com/privacy>. In addition, the App records the following information about participant's driving: location, speed and heading, accelerometer data, gyroscope data, magnetometer data, barometer data, time and information about the use of the App. By participating in Contest, participants hereby agree that CMT may collect and use their personal information and individually collected data in compliance with the CMT Privacy Policy and acknowledge that they have read and accepted the CMT Privacy Policy. If a participant is determined to be a Contest Winner (hereinafter defined), CMT will provide their personal information and their Scores to Sponsor. Once provided to Sponsor, that information will also be subject to Sponsor's Privacy Policy accessible at **<https://www.statefarm.com/customer-care/privacy-security/privacy>**.

BY PARTICIPATING IN CONTEST, EACH PARTICIPANT CERTIFIES THAT PARTICIPANT HAS NOT BEEN ADVISED TO NOT PARTICIPATE IN DRIVING A MOTOR VEHICLE. EACH PARTICIPANT CERTIFIES THERE ARE NO HEALTH-RELATED REASONS OR PROBLEMS WHICH PRECLUDE PARTICIPANT FROM PARTICIPATION IN THIS ACTIVITY. PARTICIPANT ACCEPTS THE INHERENTLY DANGEROUS NATURE AND RISK IN PARTICIPATING IN DRIVING, INCLUDING PERSONAL INJURY AND/OR DEATH, ACKNOWLEDGES

THAT THERE ARE NATURAL FACTORS AND OCCURRENCES WHICH MAY IMPACT ON OR AFFECT THE SAFETY OF THE ACTIVITIES HE/SHE IS PARTICIPATING IN, INCLUDING DIFFICULT OR UNSAFE DRIVING CONDITIONS, AND HE/SHE ASSUMES THE RISK OF SUCH FACTORS AND OCCURRENCES AND AGREES THAT THE SPONSOR AND RELEASED PARTIES SHALL NOT BE IN ANY WAY RESPONSIBLE FOR ANY RESULTING INJURY AND/OR DEATH.

Limit one (1) App download per person. Additional App downloads beyond the specified limit from any one person or email address will be void. **There is a limit of one (1) Bi-Weekly Prize per person.** Incomplete and inaccurate entry registrations are void. In the event of a dispute over who is associated with a winning score, the “authorized account subscriber” of the email address used to participate in the Contest at the actual time of entry, will be deemed to be the participant. It is the sole responsibility of the participant to notify the Sponsor in writing if the participant changes his or her email address during the Contest Period. The “authorized account subscriber” for online entries is defined as the natural person who is assigned an email address by an Internet access provider, online service provider or any other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. In the event a winning account selected is a joint account, a total of one (1) Prize will be awarded in the name of the first named account holder. Proof to Sponsor’s satisfaction of being the authorized account subscriber may be required by Sponsor.

4. Publicity Release: By participating in Contest, each participant grants to Sponsor, and its representatives, affiliates, licensees and assigns, the right and permission to record, film, videotape and photograph the participant (“Images”) and to use, re-use, reproduce, publish, display, exhibit, distribute, edit, adapt, post, stream, and copy the participant’s name, voice, city/state of residence, photograph, biographical, Scores, miles driven during Contest, any Prize information, and/or likeness, Image and any other attributes of participant, individually or with others, in whole or in part, in conjunction with other material, for inclusion on Contest leader board in App, advertising, trade, publicity, promotion and/or for any other purpose in any and all media or format now known or hereafter devised, worldwide in perpetuity, without further compensation, consideration, permission or notification, except where prohibited by law.

5. Scoring: Scores are calculated via the App’s exclusive methodology based on the participants driving skills related to the occurrence of Events with risk points being assigned to each of the Events based on type, length and severity of each Event observed during a drive, as well as the number of incidents over the calculated time period (“Score(s)”). Each overall trip Score is a weighted combination of these risks. Participant will be able to view their Score for the driving Events (represented as 1-5 stars) and an overall driving Score for participant’s driving. Participant’s Score and stars will appear in the dashboard of their App.

In general, there are two categories of scoring:

An Individual Trip Score: Calculated on total driving safety for each completed trip with each trip being assigned a rating of 1 – 5 stars. The higher the amount of stars indicating fewer, shorter or less severe negative Events during that trip.

A Cumulative Score: Calculated by tracking risk factors over time, which for the purposes of this Contest is two (2) weeks and normalized over the total distance driven during that time period and evaluated using the same scoring factors as individual trips. The cumulative score is assigned a number from 40 -100 with the higher numbers

indicating a lower risk of undesirable behaviors per unit of distance driven. In addition, cumulative scores are also calculated for each type of undesirable behavior using the same number assignment as the above for distance driven.

NOTE: The App calculates participant's Score based on the last two (2) weeks of participant's drives, so the scored distance and number of scored trips is just the amount driven in the past two (2) weeks.

Driving Events:

Harsh braking: The App measures how hard participant is braking and for how long. This can be dropping speed suddenly from highway speed or slamming on the brakes in a lower speed zone. It will flag a harsh braking event when participant's phone registers about 1/3G or more, with "G" referring to the acceleration of gravity.

Harsh acceleration: The App measures how hard participant is accelerating and for how long. It will flag a harsh acceleration event when participant's phone registers about 1/3G or more, with "G" referring to the acceleration of gravity.

Harsh cornering: The App will flag a harsh cornering event when participant's phone registers about 1/3G sideways as participant is going around a corner, with "G" referring to the acceleration of gravity.

Speeding: Criteria used to determine speeding is the average speed of the vehicle in relation to posted speed limits using a measurement of approximately 9.33 miles per hour over the speed limit.

Phone Distraction While Driving: The scoring for this category is based on participants interaction time with phone while the phone screen is on and the car is in motion.

The application of the Scores and scoring process shall be in the sole and absolute discretion of Sponsor and CMT and their decisions will be final, binding and non-appealable. Sponsor, CMT and Released Parties disclaim any liability from any participant and participants agree to waive any claims against Sponsor, CMT and Released Parties relating to the Scores, scoring or Prize awarding process. The Sponsor reserves the right to extend the Contest Period or not to declare any Winners if in its sole discretion, no participant meets the winning criteria specified herein.

6. Winner Selection: Six (6) Bi-Weekly Winners and one (1) Grand Prize Winner will be selected on the dates specified in Section 2 herein from among all eligible participant entry registrations received during the applicable Participation Periods. A participant will be determined to be a Bi-Weekly Winner if he or she has accumulated the highest aggregate Score at the conclusion of the applicable Participation Period (pending verification and compliance with these Official Rules). At the conclusion of the Contest Period, the participant that has accumulated the highest aggregate Score will be determined to be the Grand Prize Winner (pending verification and compliance with these Official Rules).

The application of the Scores will be conducted by CMT. Following each potential Winner's selection, Sponsor's promotional agency will send an email to the potential Winners via the email address provided

at time of Contest entry registration, and potential Winner will be required to confirm his/her name, address and phone number within forty-eight (48) hours from when email is sent. Sponsor's promotional agency will then attempt to contact the potential Winner via the telephone number provided. **No messages will be left on answering machines or voicemail systems.** If a potential Winner does not confirm his/her contact information as requested within the forty-eight (48) hour time period, cannot thereafter be reached directly, and/or does not meet the eligibility requirements, the potential Winner will be disqualified and an alternate potential Winner next in contention for Winner designation will be determined to be the alternate potential Winner.

EMAIL NOTIFICATIONS FOR PURPOSES OF WINNER NOTIFICATION WILL BE COMING FROM THE PRIZE COORDINATOR IDENTIFIED IN SECTION 16 HEREIN. IT IS PARTICIPANT'S RESPONSIBILITY TO MAKE SURE THAT PRIZE COORDINATOR IS NOT BLOCKED AS AN UNWANTED SENDER.

BI-WEEKLY WINNER TIE BREAKERS: In the event of a tie or dispute, or for any other reason that Sponsor deems necessary, the aggregate Scores of each tied participant, in the applicable Participation Period, will be re-ranked based on the highest Score from the Phone Distraction While Driving Event and continuing thereafter as needed to break the tie as follows, Speeding, Hard Braking, Hard Acceleration and Hard Cornering to determine the applicable Bi-Weekly Winner. In the event there is a tie in the application of the tie breaker method above, the participant with the most miles driven in Colorado during the applicable Participation Period will be determined to be the Winner of that applicable Bi-Weekly Selection.

GRAND PRIZE WINNER TIE BREAKER: In the event of a tie or dispute, or for any other reason that Sponsor deems necessary, the aggregate Scores of each of the tied participants will be re-ranked based on the highest Score from the Phone Distraction While Driving Event and continuing thereafter as needed to break the tie as follows, Speeding, Hard Braking, Hard Acceleration and Hard Cornering to determine the Grand Prize Winner. In the event there is a tie in the application of the tie breaker method above, the participant with the most aggregated miles driven in Colorado during the entire Contest Period will be determined to be the Grand Prize Winner.

7. Prizes:

Bi-Weekly Prizes: Each of the six (6) Bi-Weekly Winners will receive \$1,000 issued in the form of a check in the applicable Winner's name, with an approximate retail value ("ARV") of \$1,000, each a ("Bi-Weekly Prize").

Grand Prize: The one (1) Grand Prize Winner will receive \$10,000 issued in the form of a check in the Grand Prize Winner's name, with an ARV of \$10,000, the ("Grand Prize").

The Bi-Weekly Prizes and the Grand Prize will collectively be referred to herein as ("Prize" or "Prizes"). The total ARV of all of the Prizes is \$16,000.

8. Winner Verification: To be eligible to be declared a Winner and to receive the Prize, the potential Winners must sign and return to Sponsor or its promotional agency, within three (3) days of

issuance of such documentation from Sponsor or its promotional agency a complete and valid IRS Form W9 and an Affidavit of Eligibility and Release that: (a) releases Sponsor and Released Parties from any and all liability, loss, claims, demands, and causes of action for personal injuries or death and/or damage to personal or real property, theft, loss, or any other harm suffered directly or indirectly from potential Winner's participation in Contest, including, but not limited to, traveling to, preparing for and/or participating in any Prize related activity, or the acceptance, possession, or use or misuse of any Prize; and (b) except where prohibited by law, grants Sponsor and Released Parties the right to use potential Winner's name, picture and/or likeness, or biographical information or voice for trade, advertising and publicity purposes, in any media now known or hereafter devised, throughout the world, in perpetuity, without additional compensation or consideration or notification. In addition, potential Winner must be a licensed driver and must present a current, valid Class R Colorado drivers license and proof of current, valid car insurance during the Winner verification process. Entry into Contest constitutes agreement to sign such release. If a potential Winner does not sign this release and return it within the time frame specified, the potential Winner may be disqualified, and the Prize forfeited. When such documentation is properly executed and providing potential Winners are otherwise in compliance with the Official Rules, potential Winners will each be determined to be a Contest winner ("Winner" and collectively "Winners").

Winners must also complete any additional legal documents provided by Sponsor or its promotional agency with respect to the Prizes and return them as instructed within the time frame specified or Winner may forfeit Prizes at Sponsor's sole discretion. If a potential Winner is unable to participate in or accept the Prize or any portion of the Prize for any reason, Sponsor will have no further obligation to the potential Winner. Prize or Prize documents returned as undeliverable will result in forfeiture of Prize. In addition, Sponsor reserves the right to select an alternate Winner in the event that any potential Winner fails to comply with these Official Rules or fails to execute the documentation within the time frame specified. Sponsor expressly reserves the right to delay the announcement of the Winners for any reason Sponsor deems necessary.

By participating in Contest, Winners acknowledge that Sponsor has not and will not obtain or provide insurance of any kind relating to the Prizes and that Winners will be responsible for obtaining and paying for any form of insurance relating to the Prizes that Winners deem appropriate.

9. Prize Terms: The dates for fulfillment of the Prizes will be on or about September – December 2019, but subject to change in Sponsor's sole discretion. All prize details are at Sponsor's sole discretion. If for any reason any Prize is unavailable, or any Prize or related event is delayed, cancelled or postponed, or for any other reason, Sponsor reserves the right to modify the Contest in its sole discretion and award a substitute Prize, or portion of Prize, of comparable or greater value as set forth in these Official Rules. No transfer, assignment, cash equivalent or substitution of a Prize (or any portion of Prize) is permitted by a Winner. Sponsor shall have no responsibility or obligation to a Winner who is unable or unavailable to, or who does not for any reason, accept or utilize the Prize. All costs and expenses not specifically listed above as part of the Prizes are solely Winner's responsibility. **PRIZES ARE PROVIDED "AS IS". PARTICIPANTS ACKNOWLEDGE THAT SPONSOR AND RELEASED 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 THE PRIZES AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Prizes pictured in online, television, print advertising, and other Contest materials are for illustrative purposes only. Arrangements for the fulfillment of the Prizes will be made by Sponsor or its promotional agency.

10. Taxes: All Winners with Prize values of \$600 or over must supply Sponsor or its promotional agency with their social security number. An IRS Form 1099 will be issued in the name of the Winner for the actual value of Prize awarded if the actual value of Prize is \$600 or over. All federal, state and local taxes, and any other costs and expenses associated with acceptance or use of Prize not specifically provided for in these Official Rules are solely the Winner's responsibility.

11. Miscellaneous: Sponsor and Released Parties are not responsible if Contest cannot take place, or if any Prize cannot be awarded due to delays, interruptions or failures due to acts of God, war, natural disasters, weather, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, or other events outside of the reasonable control of Sponsor. If, for any reason Contest is not capable of running as planned, including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of Sponsor, which, in Sponsor's sole determination, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Contest, or for any other reason, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend Contest or any part of the Contest. If Contest or any part of the Contest is terminated or modified prior to the closing date of the Contest, notice will be posted on statefarm.com/safestdriver if time permits and the Prizes will be awarded to Winners to be selected in a manner that is fair and equitable as determined by Sponsor in its sole discretion. Failure by Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision.

ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY APPLICATION OR WEB SITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH PARTICIPANT, AND SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES (INCLUDING ATTORNEYS' FEES) AND DAMAGES FROM ANY PERSON RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

Sponsor and Released Parties, are not responsible for and will disqualify entry registrations, App downloads or registrations that are: lost, incomplete, late, damaged, illegible, invalid, unintelligible, tampered with, fraudulent or misdirected, whether caused by any of the equipment or programming associated with or utilized in the Contest, or by any human, mechanical or electronic error that may occur in the processing of the entries in the Contest or other errors appearing within the Official Rules or in any Contest related advertisements. Sponsor and Released Parties assume no responsibility for any typographical or other error in the printing of the offer, administration of Contest, errors in processing entries, the tabulation of Scores, identifying the Winners, in the announcement of the Prizes and Winners, and the delivery of the Prizes, any problems or technical malfunction of the App, any scoring device, telephones, telephone lines or telephone network or systems, mobile phone, computer systems, online systems, servers or providers, computer equipment, software, failure of any emails, on account of any technical problems or traffic congestion on the Internet or on any website, or any combination thereof, or other communications malfunctions; interrupted or unavailable network, server or other connections, miscommunications, failed computer hardware or software or other technical failures, garbled, lost, misrouted or scrambled transmissions, any error, omission, interruption, defect or delay in any transmission or communication, traffic congestion on the Internet or for any technical problem, including but not limited to any injury or damage to participant's or any other person's vehicle, computer, computer system/software or mobile phone or other portable electronic device related to or resulting from participation or downloading any materials in this Contest. Sponsor is not responsible for the functionality of the App, including changes to the App that may interfere with the Contest or the ability of a participants to participate in the Contest. Use of any device to automate or subvert entry registration is prohibited and

any entry registrations received by such means will be void. No software-generated, robotic, programmed, script, macro or other automated entry registrations are permitted, and any entry registrations received by such means will be void. Sponsor reserves the right in its sole discretion to disqualify any person they suspect or find: (i) to have used a software generated, robotic, programmed, script, macro or other automated entry registrations; (ii) to have tampered with the entry process or the operation of Contest; (iii) to have attempted to undermine the operation of the Contest by cheating, deception or any other unfair playing practices; (iv) to be acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (v) to display behavior that will bring such Winner or Sponsor into disgrace; (vi) to have provided inaccurate information on any legal documents submitted in connection with Contest; or (vii) to be acting in violation of these Official Rules. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE CONTEST AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.

12. Disputes/Choice of Law: Except where prohibited, each participant agrees that: (i) all issues and questions concerning these Official Rules shall be governed by Illinois law without giving effect to any principles of conflicts of law of any jurisdiction; (ii) any and all disputes, claims and causes of action at law or in equity arising out of or relating to this Contest or any prize awarded shall be (a) resolved individually, without resort to any form of class action; and (b) filed only in the state or federal courts situated in McLean County, Illinois State and participant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such disputes, claims or causes of action; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (iv) under no circumstances will any participant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental, special, consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

13. Request for Names of Winners and Official Rules: All requests for a copy of the Official Rules and for the names of the Winners (first name and state) must be made by January 24, 2020. For the names of the Winners and/or Official Rules: (i) send a self-addressed stamped envelope to: The State Farm "Colorado Safest Driver Contest", #140, 233 Rock Road, Glen Rock, NJ 07452; and (ii) write, as applicable, "Winners List" or "Official Rules" on the lower left-hand corner of the envelope.

14. Sponsor: State Farm Mutual Automobile Insurance Company, One State Farm Plaza, Bloomington, IL 61710. State Farm is in the business of insurance and financial products and services.

15. Administrator: Cambridge Mobile Telematics ("CMT"), 101 Main Street, 14th Floor, Cambridge, MA 02142. All customer service inquiries are to be directed to CMT at app-support@cmtelematics.com.

16. Prizes: The Marketing Arm Inc. will arrange for the coordination and logistics of Prize delivery.

This Contest is in no way sponsored, endorsed or administered by, or associated with Apple, Inc. or Google.