

**GIVEAWAY STARTS TODAY!**

STORE





**"Four Weeks Until Spring 2021"  
Restaurant Gift Card Giveaway Rules  
Hosted by Arbury Insurance Agency**

Arbury Insurance Agency organizes and sponsors promotions, giveaways, and contests awarding various prizes to participants. The promotions, giveaways, and contests are regulated by Contest Rules (hereinafter "Rules"). Participation in any of these contests constitutes the Participant's agreement and acceptance of these Rules. All federal, state, local, municipal laws and regulations apply.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR CONTRIBUTION TO ARBURY INSURANCE AGENCY WILL NOT INCREASE YOUR CHANCES OF WINNING.

### **Eligibility**

This Contest is open to those who sign up at Arbury Insurance Agency's Facebook page (<https://m.facebook.com/arburiinsurance/>) and who are eighteen (18) years of age or older as of the date of entry. The Contest is only open to legal residents of the fifty (50) United States and District of Columbia (U.S.), and is void where prohibited by law. Employees of Arbury Insurance Agency and immediate family members (spouse, parents, siblings, and children) and/or those living in the same household of Employees are not eligible to participate in the Contest. The Contest is subject to all federal, state, local, municipal laws and regulations.

### **Contest Period - start and end date**

Entries for "Four Weeks Until Spring 2021 Restaurant Gift Card Giveaway" week one (1) will be accepted online starting on Thursday, February 25, 2021, at 9:00am EST and ending on Thursday, March 4, 2021, at 9:00am EST. Entries that are submitted before or after the Contest Period will be disqualified.

### **Entry rules**

The Contest must be entered by submitting a Facebook photo entry comment and liking the Arbury Insurance Agency's Facebook page using the corresponding Facebook photo post provided at <https://m.facebook.com/arburiinsurance/>. The Facebook giveaway entry must meet all Contest requirements as listed in the Facebook photo announcement to be eligible to win a prize. Incomplete entries or the ones which are not in alignment with the rules, requirements, and specifications will be disqualified by Arbury Insurance Agency. You may enter the Contest only once and you need to provide any information that might be necessary. Any attempt of circumvention of the rules will result in immediate disqualification from the Contest.

### **Web Entries**

Participants must accurately complete all required fields or the entry will be characterized as incomplete and will not qualify.

### **Original Content; Ownership**

By participating in the Contest, each Participant guarantees that they are the exclusive owner of the copyright and all other proprietary rights in any and all materials and content submitted by the Participant to enter the Contest. The Participant further claims and guarantees that they have the right to grant to any third party the right to use, reproduce, distribute, perform and display any Facebook entry comment. All entries must have appropriate clearances, permissions and releases PRIOR to uploading, or may be eliminated from the Contest. Any unauthorized samples or performances of another artist's material could be subject to fines, royalty fees, and/or legal action for which the Participant agrees to indemnify, defend and hold Arbury Insurance Company harmless. Arbury Insurance Company may use any Facebook entry comment and entrant's name on-demand on Arbury Insurance Agency's or its affiliates' websites.

### **Rights Granted by Contest Participants**

By entering this Contest and submitting a comment on Facebook, the Participant understands and agrees that Arbury Insurance Agency and/or anyone acting on behalf of Arbury Insurance Agency has the right, where permitted by law, to use the content and personal information for any promotional purposes without limitation and without any further compensation, notice, review, or consent.

### **Disclaimer of Responsibility**

Arbury Insurance Agency is not responsible for problems with Contest entries, including but not limited to, entries which are lost, late, misdirected, damaged, incomplete, illegible, or cannot be completed due to electronic or technical difficulties, even if the problem is the result of the sole or partial negligence of Arbury Insurance Agency.

### **Prizes**

Winner of the Contest (hereinafter "Winner") will receive a Twenty-Five Dollar (\$25.00) restaurant gift card to Molasses Smokehouse + Bar [located at 201 E Main St, Midland, MI 48640] which is determined by Arbury Insurance Agency. The prize cannot be redeemed for cash or substituted for another prize, and is non-transferable. Prize-related expenses including all federal, state, and local taxes represent the sole financial responsibility of the Winner. The prize is given with no written, express, or implied warranty. Any prize not claimed within seven (7) days will be forfeited by the winner and remain the property of Arbury Insurance Agency. Acceptance of the prize gives Arbury Insurance Agency permission to use the Winner's name for advertising purposes without further compensation, unless it is prohibited by law.

### **Winner Selection and Notification**

Winner will be selected at random via an online selection generator under the supervision of Arbury Insurance Agency. Winner will be informed about the prize by Facebook Messenger and Facebook post tagging on Arbury Insurance Agency's Facebook page within two (2) days following the Winner's selection to claim the prize. Arbury Insurance Agency is not responsible if the Winner fails to receive the notice about the prize due to any security settings or provision of incorrect contact information. If the Winner fails to respond within the required time period, the prize may be forfeited and an alternate Winner may be selected based on random selection. If the Winner is considered a minor in their place of residence, Arbury Insurance Agency reserves the right to place the prize in the name of the Winner's parent or legal guardian who will be requested to sign the Declaration of Claim on the Winner's behalf. Acceptance of the prize given in this Contest is in accordance with any and all federal, state, and local laws and regulations. If the Winner is disqualified for any reason, Arbury Insurance Agency is not obliged to provide an alternate prize or extend the Contest Period in any way, and all privileges as Winner will be terminated immediately. Participants who provide false, fraudulent or deceptive entries or who engage in false, fraudulent or deceptive acts in connection with the Contest will be disqualified and subject to criminal prosecution.

### **How to Claim the Prize**

The Winner will pick up their prize at Arbury Insurance Agency's business office located at 2816 Jefferson Ave, Midland, MI 48640. The prize may be picked up any time between the hours of 8:00 a.m.- 5:00 p.m. Eastern Standard Time Monday-Friday, excluding holidays. Winner must contact Arbury Insurance Agency at 989-631-1920 to schedule an appointment to pick up prize. Arbury Insurance Agency reserves the right to mail the prize to the Winner at Arbury's discretion. If the prize must be mailed to the Winner, they assume the risk of the prize's safe arrival.

Winners are required to provide photo identification depicting the proof of age and verification of identity. Arbury Insurance Agency reserves the right to deny awarding the prize if the winner fails to provide a satisfactory identification.

### **Terms & General Conditions**

Arbury Insurance Agency reserves the right to cancel, terminate, modify or suspend the Contest should virus, bug, non-authorized human intervention, fraud, or any other cause affect the administration, security, fairness, or proper conduct of the Contest. If such case occurs,

Arbury Insurance Agency may select the Winner from all eligible entries. Any attempt by an entrant to deliberately damage the Winner selection process and the legitimate operation of the Contest may be a violation of criminal and civil laws.

### **Limitation of Liability**

By entering the Contest, You agree to release and hold harmless Arbury Insurance Agency and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from:

- (i) such entrant's participation in the Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof;
- (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, software, or other mechanical equipment;
- (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service;
- (iv) unauthorized human intervention in any part of the entry process or the Contest;
- (v) electronic or human error in the administration of the Contest or the processing of entries.

### **Disputes and Arbitration**

THIS CONTEST IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND MICHIGAN, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Contest, the participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Michigan having jurisdiction.

### **Privacy Policy**

Information submitted with an entry is subject to the Privacy Policy stated on the Arbury Insurance Agency website. To read the Privacy Policy, click here <https://www.arburyins.com/privacy-policy>.

### **Sponsor**

The Sponsor of the Contest is Arbury Insurance Agency, 2816 Jefferson Ave, Midland, MI 48640.

### **Facebook**

Arbury Insurance Agency may utilize Facebook to promote sweepstakes or giveaways. The Participant understands and agrees that any such promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook.

By checking here, You, the Participant, have reviewed, accepted, and agreed to all of the Contest Rules.