

## 2024 DRIVE ALOHA CHALLENGE CONTEST OFFICIAL TERMS AND CONDITIONS

PARTICIPANTS MUST BE 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY AND RESIDE IN THE STATE OF HAWAII WITH A VALID DRIVER'S LICENSE. NO PURCHASE OR TRANSACTION IS NECESSARY TO ENTER. A PURCHASE OR TRANSACTION WILL NOT INCREASE YOUR ODDS OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

<u>Apple®, Google®, Facebook, Instagram, Twitter, and YouTube are not sponsors or</u> <u>otherwise associated with the Contest, nor are any of these entities responsible in any</u> <u>manner for this Contest including the conduct of the Contest or the awarding of any prize.</u>

Participation in this skilled-based contest constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules. The Drive Aloha Challenge Contest ("Contest") begins at 12:00:01 a.m., Hawaii Standard Time ("HST") on August 1, 2024, and ends at 11:59:59 p.m., HST on August 14, 2024 ("Contest Period"). Contest is sponsored by DTRIC Insurance, a subsidiary of the MS&AD Group ("Sponsor"), which is solely responsible for all aspects of this Contest.

ELIGIBILITY: Prizes are open to anyone 18 years of age or older as of August 1, 2024, and must be a resident of the state of Hawaii with a valid driver's license. Employees, officers, and directors (including immediate family members and members of the same household) of DTRIC Insurance, their affiliated companies, subsidiaries, advertising and Contest agencies, and any other entities directly associated with the Contest are not eligible to participate.

## HOW TO ENTER:

To participate, Entrant will need to download the newest version of the Visual Drive App to their mobile phone. Entrant must download the free App at the Apple App Store or the Google Play Store. Entrant will need to join User Group 586893 as part of the entry process. To be eligible for the prize, Entrant will also need to enter a unique handle, valid email address, and phone number for winner notification.

To activate the App and begin entry in the Contest, Entrant must begin a trip in their vehicle.

WINNER DETERMINATION, WINNER ANNOUNCEMENT DATE, QUALIFICATIONS TO ENTER, AND PRIZE:

One (1) Grand Prize winner will receive \$1,000 and may be in cash, digital gift card, or promotion code equal to the stated dollar amount.

To qualify, an Entrant must have joined the competition within the contest period (08/01/24 - 08/14/24). In addition, Entrant must have logged a minimum of fourteen (14) driving trips and a minimum of fourteen (14) total miles during the contest period.

At the end of the Contest Period, one (1) grand prize will be awarded to the Entrant with the highest score on the Leaderboard in the user group at 11:59:59 p.m. HST on August 14, 2024, subject to verification of score.

In the event of a tie with two or more Entrants, the Entrant with the higher number of miles driven and the higher number of trips during the contest period will be deemed the Winner. In the event two or more Entrants are tied in miles and trips, a random winner will be selected from the qualifying entries.

## WINNER QUALIFICATIONS:

DEFINITIONS: "Joining" will be defined as downloading the Visual Drive App and activating the App by starting a Trip. By downloading the App, Entrant is agreeing to the Terms and Conditions pertaining to the use of the App.

"Trip" will be defined as taking a trip in a vehicle and generating movement to activate the installed App. The App will determine the score based on individual driving behavior as determined by the App's exclusive methodology. The methodology monitors the frequency and acceleration intensity, braking intensity and frequency, average speed of the vehicle in relation to posted speed limits, interaction with phone while the vehicle is moving, and hard cornering by not reducing speed around corners.

"Overall Trip Score": At the end of a Trip, participants will receive an "Overall Trip Score" in five categories including braking, acceleration, cornering, speeding, and phone distraction. Overall Trip Scores will be from 1-5 stars. A five-star rated Overall Trip Score means the user scored highly in all categories.

"Leaderboard Score": The Leaderboard Score is calculated (out of 100) using an average of the last 14 days of rated Trips. The Leaderboard score at the end of the contest will be used to determine the winner.

During the contest period if the contestant will be a passenger in a vehicle, please go to Settings -> Visual Drive -> Location and click "Never" to prevent the app from scoring the trip.

WINNER NOTIFICATION: Winner will be posted at 2:00 pm on August 16, 2024 on <u>www.dtric.com/drivealohachallenge</u> and will be notified via email and phone.

DATA PRIVACY: Entrants' average scores on the App's Leaderboard are visible to all Entrants in the group. No other driving data can be viewed by other Entrants. Sponsor will have access to all Entrants data solely for the purpose of identifying the winning Entrant. The App developer, Cambridge Mobile Telematics (CMT) maintains minimal data necessary to provide service. App developer does not sell or share data with third parties. App developer maintains physical, procedural, and technological controls to protect customer information and to comply with privacy laws and regulations. Detailed privacy policy is in the App's Terms and Conditions.

LIMIT: Each Entrant may download one (1) Visual Drive App per person, and may enter this Contest only one (1) time. All entries are subject to verification and approval by the Sponsor. Entries that do not meet the requirements for the levels of prize rewards specified below or otherwise do not comply with the Official Rules herein may be disqualified. Any attempted form of entry other than as described herein is void. Sponsor will determine in their sole discretion, what constitutes a valid entry. All materials submitted become the property of the Sponsor and will not be returned or acknowledged. Sponsor reserves the right to cancel or modify the Contest if fraud or technical failures destroy the integrity of the Contest as determined by the Sponsor at their sole discretion, and to award the prizes based on eligible entries received prior to the cancellation.

Entry Notes: Once a Trip has been recorded by the App, Entrant cannot access/revise entry in any way. Entries made on another's behalf by any other individuals or any other entity, including but not limited to commercial contest/sweepstakes subscription notification and/or entering services, will be declared invalid and disqualified for this Contest. Tampering with the entry process or the operation of the Contest is prohibited, and any entries deemed by the Sponsor in its sole discretion, to have been submitted in this manner will be void. Tampering includes but is not limited to, recategorizing or marking past trips from "Driver" to "Passenger." During the contest period if the contestant will be a passenger in a vehicle, please turn off the Location Service before the trip to prevent Visual Drive from scoring the trip.

In the event a dispute regarding the identity of the individual who submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. By entering, all Entrants agree to release, indemnify, defend, and hold harmless the Sponsor, and its respective employees, officers, directors, and agents from and against all claims and damages arising in connection with each Entrant's participation and/or entry in the Contest and/ or their receipt or use of any prize awarded in this Contest.

Sponsor is not responsible for problems downloading or uploading of any Contest-related information to or from the website or for any other technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, app failures, phone lines, failure of any electronic mail entry to be received by Sponsor on account of technical problems, traffic, congestion on the internet or the web site, or any other technical problems related to web site entries including telecommunication miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an Entrant's ability to participate in this Contest.

The Sponsor reserves the right at its sole discretion to substitute any prize package with another prize of equal or greater value if the prize (or any component thereof) is not available. Winner must redeem the prize within seven business days of the awarded date.

The Winner will be required to sign an Affidavit of Eligibility, Liability/Publicity Release, and a copy of their driver's license, and return it within 14 days of written notification. If a prize or prize notification is returned as unclaimed or undeliverable to a potential winner, if potential winner cannot be reached within seven (7) calendar days from the first notification attempt, or if potential winner fails to return requisite document within the

specified time, or if a potential winner is not in compliance with these Official Rules, then such person shall be disqualified, and an alternate winner will be selected for the prize at issue. All taxes, if applicable, are the sole responsibility of the winner. The winner's entry and acceptance of the prize offered constitutes permission (except where prohibited) for the Sponsor to use said winner's name, photograph, likeness, statements, biographical information, voice, and address (city and state), in all forms of media, in perpetuity, without notice or further compensation.

Each Entrant must be a different registered App user. The potential winner will be notified by email and must sign any required winner's documents or prize will be forfeited and an alternate may be selected All local, state, and federal taxes affiliated with the prizes are the sole responsibility of winner. Prizes are not exchangeable, transferable, or redeemable for cash. There are no substitutions unless specified by the Sponsor.

By entering the Contest, entrants accept and agree to these Official Rules and the decisions of DTRIC Insurance, which shall be final in all matters. By accepting the prize(s), the winners agree to hold DTRIC Insurance, their affiliates, directors, officers, employees and assigns harmless against all claims and liability arising out of use or redemption of prize.

DTRIC Insurance and its affiliated companies will not be responsible for lost, late, or misdirected entries or prize notices or for any typographical, or other error in the printing of the offer, administration of the Contest, announcement of the prizes, or for any other failure of entries to DTRIC Insurance, prior to random drawing. In the event of any such error or failure, DTRIC Insurance the right to modify this Contest in a manner deemed reasonable by DTRIC Insurance, at its discretion. All federal and state laws apply.

TERMS & CONDITIONS: All entries and any copyright subsisting in the entries become and remain the property of the Sponsor who may publish or cause to be published any of the entries received. This Contest is subject to all applicable federal, state, and local laws. By entering the Contest, entrants agree to release, discharge, indemnify and hold harmless the Sponsor and its parent company, subsidiaries, affiliates, retailers, distributors and advertising and Contest agencies, and prize suppliers, and each of their respective directors, officers, employees, shareholders and agents from any and all liability, loss, damage or injuries to any person (including death) or property of any kind sustained in connection with their participation in the Contest or from their acceptance, receipt, possession and/or use or misuse of the prize, or for any typographical or other error in the printing, offering or announcement of the prize. Entrants further 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 the prize, including, but not limited to, its quality or fitness for a particular purpose. Any person attempting to defraud or in any way tamper with the Contest mechanics and/or implementation will be fully prosecuted of the law. By participating, entrants agree to be bound by these Official Rules and the decisions of the Contest Administrator and waive any right to claim ambiguity in the Contest or these Official Rules. Sponsor reserves the right to disgualify any entrant that Sponsor determines, in its sole discretion, violates these Official Rules. This Contest is in no way sponsored, endorsed, or administered by or associated with Instagram.

This Contest is void where prohibited.

Sponsor: DTRIC Insurance Co., Ltd., 1600 Kapiolani Blvd., Suite 1100 Honolulu, HI 96814

For questions about this contest, please email marketing@dtric.com.