

September 2022

# Life Insurance Awareness Month Sweepstakes

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER THIS SWEEPSTAKES. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

1. **SWEEPSTAKES SCHEDULE:** The LIAM Sweepstakes (“Sweepstakes”) starts on September 1, 2022, at 12:01 a.m. Eastern Time (ET) and ends on September 30, 2022, at 11:59:59 p.m. ET.

2. **ELIGIBILITY:**

The Sweepstakes is open only to permanent legal residents of one (1) of the fifty (50) United States or the District of Columbia, who are between the ages of 21 and 99 and have Internet access and a valid e-mail address at the time of entry (“Entrant”). Employees and their immediate family members (i.e., parents, children, siblings or spouse, regardless of where they live) or persons living in the same household (whether related or not) of employees of The Prudential Insurance Company of America (“Sponsor”), or any of its divisions or affiliates; any of Sponsor’s contractors, distributors, sales representatives, retailers, advertising and promotion agencies, or any other entity that is engaged in the development, production, execution, administration or distribution of this Sweepstakes, including, but not limited to, Dittman Incentive Marketing Corporation (“Sweepstakes Administrator”) [collectively, “Sweepstakes Entities”] are not eligible to enter or win the prize in the Sweepstakes. **For clarity, you need not hold a life or other insurance policy with Sponsor, any of its divisions, or any of its affiliates in order to enter the Sweepstakes, nor will holding any such policy/policies in any way increase your chances of winning the prize. Sweepstakes is void in Puerto Rico, U.S. Territories and Possessions, and where restricted or prohibited by law.**

3. **HOW TO ENTER:**

- a. From your desktop computer or mobile device, go to [www.prudentialsweepstakes2022.com](http://www.prudentialsweepstakes2022.com).
- b. Complete and submit the official entry form with all required information including your name, state, zip code, and e-mail address.

IN ORDER TO ENTER THE SWEEPSTAKES, YOU MUST CHECK THE BOX INDICATING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THESE OFFICIAL RULES. IF THIS BOX IS NOT CHECKED, YOUR ENTRY WILL NOT BE ACCEPTED.

On the official entry form, you will be asked whether you wish to sign up to receive marketing e-mails from Sponsor and/or its affiliates. Agreeing to receive such marketing e-mails is not required for Sweepstakes entry nor will doing so in any way improve your chances of winning the prize.

#### **4. PERSONAL INFORMATION:**

The personally identifiable information provided in participating in the Sweepstakes will only be used for purposes of Sweepstakes administration unless Entrant has consented to receive marketing e-mails from Sponsor and/or its affiliates as per Rule 3 above. Regardless of whether you consent to receive such marketing e-mails, it is strongly advised that you carefully review Sponsor's Privacy Policy at <https://www.prudential.com/links/privacy-center> before entering the Sweepstakes so that you understand how Sponsor will collect, use and share your personally identifiable information.

#### **5. ADDITIONAL RESTRICTIONS ON ENTRY:**

**There is a limit of one (1) entry per person.** Use of any device or artifice to violate the entry limit will result in only the initial entry being accepted and all other entries being declared void. However, should Sponsor or Sweepstakes Administrator determine in their sole discretion that the violation of the entry limit was blatant or repeated, all entries will be declared void and the Entrant disqualified from the Sweepstakes. Such actions also constitute tampering as per Rule 11 below.

Use of automated, programmed or like means of entry (including third party sweepstakes services) will also result in all entries being declared void and the Entrant being disqualified from the Sweepstakes. Such actions also constitute tampering as per Rule 11 below.

Proof of submission of completed official entry form does not constitute proof of receipt of same or proof of entry in Sweepstakes.

Receipt of entry may be acknowledged but any such acknowledgment does not constitute any representation of eligibility for Sweepstakes, notification of winning the

prize nor is it otherwise binding upon Sponsor or Sweepstakes Administrator under any legal theory.

If Entrant uses a mobile device to enter the Sweepstakes, Entrant shall be solely responsible for any and all charges imposed by wireless carrier.

## **6. RANDOM DRAWING/ODDS OF WINNING:**

The potential winner will be selected in a random drawing from among all eligible entries received. Sweepstakes Administrator will conduct the drawing on or about October 9, 2022.

Odds of winning depend on the total number of eligible entries received.

The potential winner will be notified by e-mail and must complete, sign and return an Affidavit of Eligibility, a Liability Release and a Publicity Release (where legal) within ten (10) days of date of prize notification as indicated on the Affidavit/Release. If potential winner fails to do so; if he/she cannot be contacted for any reason despite Sweepstakes Administrator's/Sponsor's commercially reasonable efforts to do so; or if potential winner is determined to be ineligible or otherwise in violation of these Official Rules, the prize will be forfeited without compensation of any kind (nor will Sponsor or Sweepstakes Administrator have liability of any kind under any legal theory) and an alternate potential winner will be selected from among all remaining eligible entries received.

## **7. PRIZE:**

**Prize (1) – Prudential Single Pay Life Insurance policy with a guaranteed policy death benefit of \$25,000. Retail Value: \$5,000 - \$25,000. (Value of Prize depends on age and gender of winner/insured.)**

For clarity, award of prize is not contingent upon winner passing a health examination or satisfying any health or financial underwriting requirements. Winner will receive a \$25,000 Single Pay Life insurance policy (SPL). This is a whole life insurance policy with guaranteed cash and loan value. Winner will be able to select beneficiaries who, upon death of the insured (i.e., winner), will receive a \$25,000 death benefit income tax-free. Death benefit proceeds can be used for any purpose. Additionally, since this policy offers guaranteed cash and loan value, the policy owner will have the ability to access policy cash value while they are still alive (on a tax-advantaged basis) if they choose to do so. Sponsor will pay the single premium required to pay up the policy. No

payments will be required by the winner, unless loans are taken exceeding the policy's loan value. SPL is a non-participating policy, which means dividends will not be paid. SPL is issued by The Prudential Life Insurance Company of America. Winner is solely responsible for any and all costs related to acceptance and use of the Prize.

Winner will be solely responsible for all taxes on the prize. Winner understands and agrees that, as per applicable law, Sponsor is required to report winner's receipt of the prize (and the value of the prize) to applicable government authorities, including the Internal Revenue Service via IRS Form 1099-MISC if the premium payment exceeds \$600.00; and, to this end, winner agrees to fully cooperate with Sponsor/Sweepstakes

Administrator by providing his/her Social Security Number or Tax Identification Number upon request via IRS Form W-9 .

No prize substitution except by Sponsor in its sole discretion. If advertised prize is unavailable for any reason, the Sponsor may choose to substitute a prize of comparable value.

#### **8. RELEASE OF LIABILITY:**

**By participating, Entrant indemnifies, releases and agrees to hold harmless The Prudential Insurance Company of America, any of its divisions or affiliates; Dittman Incentive Marketing Corporation; and the directors, officers, agents, representatives, shareholders, employees, successors and assigns of any of the above organizations from any and all liability arising from participating in the Sweepstakes, any Sweepstakes-related activity and/or the acceptance, receipt, possession or use/misuse of the prize (if applicable).**

#### **9. RELEASE OF PUBLICITY:**

**To the fullest extent permitted by law, acceptance of prize constitutes the winner's agreement to the use of his/her name, address (city, state), likeness, photograph, other indicia of persona and/or statements made by winner regarding the prize, the Sweepstakes or Sponsor for advertising/publicity/trade purposes by Sponsor or its designees without further compensation or review, approval or notice of any kind. The preceding may include in Sponsor's sole discretion the winner participating in media interviews and promotional activities at Sponsor's request. Nothing herein, however, in any way obligates Sponsor to**

**use winner for advertising/publicity/trade purposes; and, by refraining from doing so, Sponsor shall not incur any liability under any legal theory.**

#### **10. LIMITATIONS OF LIABILITY:**

Sponsor and Sweepstakes Administrator assume no responsibility for:

- (a) Late, lost, garbled, jumbled, corrupted, incomplete, inaccessible, damaged, defective, stolen, delayed or misdirected official entry forms (all of which are void);
- (b) any incomplete, incorrect or inaccurate information, whether caused by web site users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error;
- (c) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of the official entry form or entries;
- (d) any problems or technical malfunctions of any telephone network or line, computer on-line-systems, servers or providers, computer equipment, software, programming or failure of e-mail on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or
- (e) for injury or damage to Entrant's or to any person's mobile device or desktop computer (or any information/materials stored therein) related to or resulting from downloading materials from any web site or participating in Sweepstakes (including the official entry form).

Should an Entrant's entry be destroyed, lost, or corrupted for any reason, Sponsor's and Sweepstakes Administrator's sole liability is replacement with another entry in the random drawing, if feasible; but, if not feasible, Sponsor and Sweepstakes Administrator shall not have any liability under any legal theory.

In the event of any inconsistency between these Official Rules and the content of any Sweepstakes promotional/advertising materials, these Official Rules shall prevail, govern and control in all respects.

Sponsor's/Sweepstakes Administrator's failure to enforce any provision of these Official Rules on a given occasion will not constitute the ongoing waiver of such provision.

If, for any reason, the Sweepstakes (or any part thereof) is not capable of running as originally planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, fire, flood, storm or other natural cataclysm, riot, strike, civil commotion, governmental regulation or any other causes beyond the control of Sponsor which, in its sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes (or any part thereof), Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and, if feasible, to conduct the Sweepstakes and select the prize winner from among all eligible entries received prior to and/or after (as appropriate) the action taken by Sponsor or otherwise in a manner which is fair, equitable and in accordance with these Official Rules, as determined by Sponsor in its sole discretion. Notice of such action by Sponsor will be posted at the Sweepstakes website.

#### **11. TAMPERING:**

CAUTION: ANY ATTEMPT TO TAMPER WITH OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES, TO DEFRAUD SPONSOR AND/OR SWEEPSTAKES ADMINISTRATOR AS TO THE CONDUCT OF THE SWEEPSTAKES CONSTITUTES TAMPERING IN VIOLATION OF THESE OFFICIAL RULES AS WELL AS IN VIOLATION OF CIVIL AND/OR CRIMINAL LAW. IN SUCH CASE, SPONSOR AND/OR SWEEPSTAKES ADMINISTRATOR MAY SEEK ANY AND ALL AVAILABLE LEGAL REMEDIES AGAINST PERSONS DETERMINED TO BE ENGAGED IN SUCH CONDUCT, AS WELL AS DISQUALIFYING THEM FROM THE SWEEPSTAKES (IF APPLICABLE.)

#### **12. DISPUTE RESOLUTION/GOVERNING LAW:**

**Except where prohibited by law, by entering this Sweepstakes, each Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes or the award of the prize shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of New Jersey in Newark, New Jersey; (2) under no circumstances will any Entrant be permitted to obtain awards for, and each Entrant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expense (if applicable), and any and all rights to any claims, judgments or awards; (3) each Entrant waives any right to equitable relief including injunctive relief; and (4) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes (if applicable) but in no event attorney's fees. All issues and questions concerning the construction,**

**validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of any Entrant and Sponsor in connection with this Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules (of the State of New Jersey or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New Jersey.**

### **13. WINNER'S LIST:**

For the name of the winner (first name, last initial; city/state), send a self-addressed, stamped envelope to: Prudential LIAM Sweepstakes Award Headquarters PO Box 1288 New Brunswick, NJ 08903 to be postmarked by

October 31, 2022, and received by November 14, 2022. Winner's list will be available after November 1, 2022.

SPONSOR: THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, 751 Broad Street, Newark, NJ 07102.

SWEEPSTAKES ADMINISTRATOR: DITTMAN INCENTIVE MARKETING CORPORATION, 317 George Street, New Brunswick, NJ 08901.

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Life insurance is issued by The Prudential Insurance Company of America, Newark, NJ, and its affiliates.

