

OFFICIAL RULES

Please read the Official Rules (“Official Rules”) of the Big I Legislative Conference “Battle of the Bags” Cornhole Tournament, a Benefit for InVEST Scholarships (the “Contest”).

CONTEST DESCRIPTION: During the 2019 Big “I” Legislative Conference, the Young Agents Council will host a cornhole tournament for 32 two-person teams in support of InVEST Scholarships. **In order to participate in the Contest, conference attendees must pre-register and pay a non-refundable \$50 registration fee for each team player.**

CONTEST DATE, TIME AND LOCATION: The Contest begins at 9:00 p.m. EDT on May 11, 2019 and ends at 11:30 p.m. EDT on May 11, 2019 in the Grand Ballroom of the Renaissance Washington, DC Downtown Hotel.

SPONSORS AND ADMINISTRATORS: InVEST and Independent Insurance Agents & Brokers of America, Inc. (“IIABA” or “Big I”), 127 S. Peyton Street, Alexandria, VA 22314

ELIGIBILITY: The Contest is open only to U.S. citizens and lawful permanent residents who are at least 18 years old as of May 11, 2019, are registered attendees of the 2019 Big “I” Legislative Conference, have formed a 2-person team, have pre-registered and paid the \$50 registration fee per entrant (“Entrant”). Sponsor, in its sole discretion, may deny or reverse registration prior to the tournament for any reason, including to ensure an even number of teams, and may make, permit or deny any changes or substitutions to team pairings. Sponsor further reserves the right to exclude or eject from the Contest any Entrant who, in Sponsor’s sole discretion, does not meet the eligibility requirements, is not present and/or late to the start of any round of play, does not engage in the Contest according to the Official Rules, or acts in a manner that is unsportsmanlike, defamatory, harassing, threatening, indecent, vulgar, illegal or unlawful.

AGREEMENT TO THE OFFICIAL RULES: Each Entrant unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsors on his/her behalf and on behalf of his/her successors, assigns, transferees, heirs, heirs apparent, executors, agents, representatives, or anyone else claiming under him/her. These Official Rules and the decisions of the Sponsors are final and binding in all matters related to the Contest. Winning any prize is contingent upon fulfilling all requirements set forth herein, including, but not limited to, signing an Affidavit of Eligibility and a Liability Release (“Affidavit and Release”).

HOW TO ENTER: Each Entrant must register online no later than May 3, 2019 and onsite registration deadline if spots are still available is May 8, 2019 12 p.m. ET. Each Entrant is responsible for ensuring that his or her registration is complete and accurate.

WINNER SELECTION: Administrators will structure the Contest as a single elimination tournament. Administrators have sole discretion to oversee and make determinations as to the

structure of the tournament, the proper use of equipment, compliance with the Official Rules and any disputes that may arise as to any of these issues.

TOURNAMENT RULES

- This is a single elimination tournament according to the rules set forth below. Any gaps in the rules shall be filled by the then-current Official Cornhole Rules for ACA Tournaments (<https://www.playcornhole.org/pages/rules>), but the rules below shall take precedent to the extent there are any conflicts.
- Team matchups are set in random order, and the Administrators intend there to be 32 two-player teams (64 total players), but may restructure the bracket as appropriate and necessary.
- **All registered tournament players must be ready and sign an Affidavit and Release at the Cornhole Registration Table no later than 9:15 pm. If a player is not signed in by 9:15 pm, that player’s team forfeits their match and their team is eliminated from the tournament. The Entrants on a team that forfeits its match will not be refunded their registration fees.**
- **Additionally, any team not present at the start of any round of play forfeits to their opponent and is eliminated from the tournament. The Entrants on a team that forfeits its match will not be refunded their registration fees.**
- Team substitutions are not allowed, unless approved by the Administrator in its sole discretion in advance of the tournament.
- There will be six (6) rounds of play with each round lasting a maximum of fifteen (15) minutes.

9:00 PM to 9:15 PM	Tournament Sign In	ALL PLAYERS MUST SIGN IN NO LATER THAN 9:15 PM		
9:20 PM to 9:40 PM	Elimination round 1	Group A – 16 Teams	32 Players	8 sets of boards
9:40 PM to 10:00 PM	Elimination round 2	Group B – 16 Teams	32 Players	8 sets of boards
10:00 PM to 10:20 PM	Top 16	Group A/B Winners – 16 Teams	32 Players	8 sets of boards
10:20 PM to 10:40 PM	Top 8	8 Teams	16 Players	4 sets of boards
10:40 PM to 11:00 PM	Top 4	4 Teams	8 Players	2 sets of boards

11:00 PM to 11:20 PM	Championship Game	2 Teams	4 Players	1 set of boards
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CORNHOLE BOARD SETUP

- There will be twenty-seven (27) feet from front edge to front edge of each set of boards.
- Teammates stand directly opposite each other at opposing ends.
- Each team gets four (4) of the same color bags to throw per frame, and
- Bags must be thrown using an underhand pitching motion.
- Each team alternates throws until all bags are thrown to determine score. Please see SCORING for details.
- The team that scored points leads off the next frame.
- Players must throw from behind the front edge of the board or will be assessed a foot fault. A foot fault or player throwing out of turn results in the thrown bag being removed from the playing surface.

SCORING

- The first team to 21 points or the team ahead after 15 minutes of play wins and moves on to the next round in the tournament. The losing team is eliminated from further play.
- Bag in the hole = 3 points
- Bag on the board = 1 point
- Bags must go in the hole or land and stay on the board without touching the ground to score.
- If a bag hits the ground before landing on the board surface, it does not count and is removed before the next throw.
- Knocking an opponent's bag off the board is allowed.
- Opposing points cancel each other out.
 - For example: Red team has 3 bags on the board (3 points) and one in the hole (3 points) for a total of 6 points. Black team has 3 bags on the board (3 points) and one off the board (0 points) for a total of 3 points. Red team wins the frame with 3

points (Red 6 points minus Black 3 points = Red 3 points) and Red leads off the next frame.

PRIZE AND GENERAL PRIZE RESTRICTIONS:

A total of \$1,800 in cash prizes (“Prizes”) will be awarded as follows:

- o First place team - \$500 to each player
- o Second place team - \$250 to each player
- o Third place team - \$100 to each player
- o Fourth place team - \$50 to each player

The first and second place teams will be determined by the Championship game. The third and fourth place teams will be determined by the total points scored in the Top 4 matches. In the result of a tie, each Entrant on the third and fourth place teams will receive \$75.

- o Prizes will be distributed immediately following the tournament. All costs, taxes, fees and expenses associated with any element of the Prize not specifically addressed above are the sole responsibility of the winning Entrants. Sponsor will not provide any money for expenses incurred as a result of Entrants’ participation in the Contest or the claiming or use of the Prize. Prizes may not be transferred or assigned. No substitution may be made, except by Sponsor, which reserves the right to substitute a prize in whole or in part with another prize for any reason as determined by Sponsor in its sole discretion. The winning Entrants will be responsible for all taxes (including but not limited to federal, state, local, and/or income) on their prizes. Each Entrant is required to execute an Affidavit of Eligibility and Liability Release (“Affidavit and Release”) prior to the prize being released and may be required to provide his/her Social Security number or tax ID for tax reporting purposes. The execution of the Affidavit and Release by each Entrant of the winning Entrant is an explicit condition to releasing said prize; refusal by any Entrant to execute the Affidavit and Release will result in disqualification, and a new winner will be selected by Sponsor in accordance with these Official Rules.

GENERAL CONDITIONS / RELEASE: Each Entrant agrees to: (a) release Sponsor, its affiliates and each of their respective directors, officers, agents, employees, members, and state associations (the “Indemnified Parties”) from any and all liability for any claims, costs, injuries, losses, or damages of any kind caused by, resulting from, or in any way related to (i) Entrant’s participation in the Contest; (ii) the sponsorship or administration of the Contest; and (iii) Entrant’s and/or any third party’s acceptance, possession, use, misuse, sale, or disposal of the Prize; and (b) acknowledge that the Indemnified 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. The Indemnified Parties are not responsible for, and each Entrant releases the Indemnified Parties from any and all liability for any claims, costs, injuries, losses, or damages of

any kind caused by, resulting from, or in any way related to, the Contest; any bugs, viruses, or the like; any content prepared for the Contest; incorrect or inaccurate transcription of entry information, or for any other human or other error, mistake, or inaccuracy; technical malfunctions; lost/delayed data transmission; omission, interruption, deletion, defect, or other failures of, or unauthorized access to, any network, computer equipment, video equipment, or software; late, lost, or misdirected mail (including electronic mail); or any personal injury or property damage affecting any Entrant. CAUTION: ANY ATTEMPT BY A ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY TAMPER WITH ANY EQUIPMENT OR THE CONTEST PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SUCH ENTRANT OR ENTRANT SHALL BE DISQUALIFIED FROM THE CONTEST, AND SPONSOR RESERVES THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.

Failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision. If for any reason the Contest is not capable of being executed as planned, or due to fraud, actions of Entrants or any other causes that in the opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right at its sole discretion to disqualify any Entrant and/or to cancel, terminate, modify, or suspend the Contest. In the event of any cancellation, termination, modification, or suspension, notice thereof will be posted at www.independentagent.com.

RESERVATION OF PUBLICITY RIGHTS: Each Entrant grants, on behalf of himself/herself and his/her heirs apparent, to Sponsor, and each of its licensees, successors, designees, assigns, and affiliates (the “Sponsor-Related Parties”), the right to use, display, transmit, publish, and reproduce, for all purposes: (1) any content submitted in connection with the Contest; (2) his/her/its name; (3) his/her physical likeness, whether in photograph, video, motion picture, electronic video image, or otherwise; and (4) recordings of his/her voice and all sounds he/she produces, in any and all media including, but not limited to, cable and broadcast television and the internet. Each Entrant further expressly grants the right to give, sell, transfer, exhibit, customize, edit, and add content to all of the foregoing. Each Entrant acknowledges that the permissions granted herein extend to all languages, media, formats, and markets now known or hereafter devised, and shall continue without expiration. Each Entrant agrees that at all times the materials described above are the property of Sponsor, free from any claim, lien or encumbrance by or through him/her/it or any other person or entity. Each Entrant hereby waives any right to receive payment for agreeing to these Official Rules or for the use by the Sponsor-Related Parties of any of the materials described above. Each Entrant also waives any right to inspect or approve finished products used from the materials described above, or to revoke the rights granted herein.

DISPUTES: Each Entrant agrees that: (a) any and all disputes, claims, causes of action, issues, or questions arising out of, connected with, or related to the Contest; any prize; the construction,

validity, interpretation, or enforceability of these Official Rules; Entrant's rights and obligations; or the rights and obligations of Sponsor in connection with the Contest shall be resolved individually, without resort to any form of class or collective action, and exclusively by the state and federal courts located in the City of Alexandria, Virginia; (b) any and all claims, judgments, or awards shall be limited to actual out-of-pocket losses, but in no event attorneys' fees; and (c) under no circumstances will Entrant be permitted to obtain awards for, and each Entrant hereby waives all rights to, claim or receive direct, indirect, special, punitive, incidental, or consequential damages and any other damages, other than out-of-pocket losses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THEREFORE, THE ABOVE MAY NOT APPLY TO YOU.** Any and all disputes, claims, causes of action, issues, or questions arising out of, connected with, or related to the Contest; any prize; the construction, validity, interpretation, or enforceability of these Official Rules; Entrant's rights and obligations; or the rights and obligations of Sponsor in connection with the Contest shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia without giving effect to any choice of law or conflict of law rules (whether of Virginia or any other jurisdiction).

ENTRANTS' PERSONAL INFORMATION: Information collected from Entrants is subject to the Privacy Policy that can be found at www.independentagent.com.

SOCIAL MEDIA AND MARKETING: Each Entrant permits Sponsor to post any content submitted in connection with the Contest to Sponsor and its affiliates' websites and social media channels.

Each Entrant agrees to comply with the rules of any relevant social media channel, including YouTube's Terms of Service and Facebook's Statement of Rights and Responsibilities, along with any other regulations from YouTube and Facebook, in connection with the Contest.

In accordance with Facebook's Page Terms, by participating in this Contest, each Entrant agrees to a complete release of Facebook and acknowledges that the Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook.

WINNERS / RULES: A copy of these Official Rules and a list of the winners may be viewed on IIABA's website at www.independentagent.com.

AFFIDAVIT OF ELIGIBILITY AND RELEASE OF LIABILITY/PUBLICITY

This Affidavit of Eligibility and Release of Liability/Publicity (“Agreement”) is agreed to by any entrant (“Entrant”) and/or winner (“Winner”) in connection with the Big I Legislative Conference “Battle of the Bags” Cornhole Tournament (“Contest”) sponsored by InVEST and the Independent Insurance Agents & Brokers of America, Inc. (“Sponsors”). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby agree as follows:

1. I represent that I satisfy all eligibility requirements set forth in the Official Rules for the Contest (“Official Rules”), which I acknowledge having read and understood, and any other requirements imposed by law, and that I am otherwise eligible to be selected as a Winner. I accept all conditions stated in the Official Rules and acknowledge that Sponsors have fully complied with their obligations under the Official Rules.

2. I am at least 18 years of age and am not: (a) an employee of InVEST, IIABA or member of such employee’s immediate family or (b) a Convention exhibitor (“Exhibitor”), an employee of Exhibitor or its subsidiaries or corporate affiliates, or a member of such employee’s immediate family. There are no circumstances that would make my winning the Prize illegal, fraudulent or unfair.

3. I understand that my right to receive the Prize may not be transferred, substituted for another prize or exchanged for cash, and that I am solely responsible for all taxes or governmental fees, and for all other necessary and/or incidental costs and/or fees, due or incurred in receiving or using the Prize.

4. I expressly grant to Sponsor and its officers, directors, employees, agents and company partners; and their assigns, in connection with any educational, informational, promotional, advertising or other presentations (collectively “Presentations”) made by, for or on behalf of Sponsor, the absolute, perpetual and irrevocable right to (1) use, communicate, reproduce, re-use, alter, change, modify, edit, digitize, publish copyright, and/or trademark (collectively “Use”) Presentations containing or incorporating my name, physical likeness and reproductions of my physical likeness; (2) Use Presentations containing or incorporating any recording of my voice and all sounds I produce; (3) and 3) Use all of the foregoing in connection with any showing, print, broadcast, podcast, promotion, advertisement, editorial, news/information, education, exploitation and/or publication of any such Presentations in any way and in any media, now known or hereafter created, including, but not limited to, in business meetings, on broadcast media, on websites, and in social media. I further expressly grant to Sponsor all right, title and interest in and to the Presentations I have or may have irrevocably, exclusively and in perpetuity. I agree that I shall not be entitled to any payment or compensation of any kind in connection with Use of the Presentations, and hereby waive all present and future such claims.

5. I acknowledge that my acceptance of any Prize is solely at my own risk. Therefore, I, on behalf of myself and my assigns, heirs, devisees, and estate (collectively “Successors”) hereby unconditionally and forever release, discharge and agree to hold harmless Sponsor and its corporate affiliates, as well as its officers, directors, and employees (collectively “Releasees”) from any and all claims, damages, losses, liabilities, judgments or settlements, including, without limitation, attorney’s fees and the costs of investigation and defense incident thereto (collectively “Claims”) arising out of or relating to: (a) the Contest; (b) any use by Sponsor of information about me, including my likeness; (c) my acceptance of the Prize, use of, and/or inability to use the Prize; (d) any warranty or representation concerning the nature,

condition or value of the Prize; or (e) injury to any person or property resulting from use of the Prize, even if such harm is caused solely by one or more of the Releasees. I specifically understand and agree that this Release will prevent me and my Successors from bringing a Claim against Releasees and from recovering any monetary damages or other legal relief from Releasees in connection with any Claim.

6. Sponsor has neither made nor is in any manner responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to the promotion or the Prize, including, but not limited to, any warranty of merchantability or fitness for a particular purpose.

7. This Agreement constitutes the entire agreement between me and Sponsor concerning the subject matter hereof, and supersedes all prior understandings and writings concerning the subject matter hereof, and may be amended or modified only by a writing signed by me and Sponsor. If any term of this Agreement, or the application hereof to any person, entity or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term to persons, entities, and circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law. To the extent permitted by applicable law, I hereby waive the benefit of any provisions of any statute or other law that might adversely affect the rights of Releasees under this Agreement.

8. This Agreement shall be governed exclusively by the laws of the Commonwealth of Virginia, without reference to its conflicts of law rules, and the venue for all proceedings shall be Alexandria, Virginia.

9. I acknowledge and agree that my consent to the terms set forth above is a material inducement for Sponsor to award the Prize to me and that Sponsor would not do so in the absence of my consent. If I am a Winner, I acknowledge that I received the correct Prize in full.

By signing below, I certify and represent that I have read the foregoing, fully understand the meaning and effect thereof, agree to all of the terms, and intend to be legally bound. I further certify and represent that I am at least 18 years old, and am signing this Release and Authorization on my own behalf and of my own free will. I further hereby grant Sponsors permission to communicate with me in any format using the information provided below.

Signature: _____

Print Name: _____

Address: _____

City/State/Zip: _____

Email: _____

Date: _____

Prize (if applicable): _____