



# Be named G.O.A.T. of the Quote with Orchid!

It's time to prove why you are the Greatest Of All Time with your quote submission skills!

### Incentive Period: June 3 - August 31, 2024

### G.O.A.T. of the Quote

- Submit quotes in <u>Marketplace</u> or <u>Connect</u> during the incentive period.
- Earn one (1) entry per quote submission towards a weekly raffle drawing with prizes valued up to \$4,000!
- One (1) grand prize will be awarded with a prize valued up to \$20,000!

No registration required for this promotion.

### **Promotion Details**

- Only qualifying E&S residential property quote submissions are eligible to enter into the raffle drawing during the incentive period.
- Once an entry is selected, the entry is taken out from future drawings.
- There are no limits to the amount of entries per person each week.
- Weeks are from Sunday to Saturday, with the exception of Week 1 which starts on Monday, June 3, 2024.
- To qualify for the grand prize raffle, an agent must write \$150,000 in new business premium or 15 new business policies during the incentive period.
- All winners will be contacted via the email on file.
- Prizes are subject to taxable income regulations.

## G.O.A.T. of the QUOTE - Rules & Regulations

This incentive (the "Incentive") program is sponsored by Orchid Insurance ("Orchid"). The Incentive is open to individual licensed agents (each a "Producer") within authorized Orchid appointed agencies, as identified by an individual agency code, for participation (each an "Agency") in AL, AK, AR, AZ, CA, CO, CT, DE, DC, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, ND, NE, NH, NJ, NV, NY, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WA, WI, WV, and WY. For a Producer to be eligible to receive a payout, the Producer and the Agency where he/she works must remain active and in good standing, as determined by Orchid, through September 2024, the last month during which prizes are awarded for this Incentive. Wholesalers are not eligible to participate in the Incentive. Brokers and National Partners are eligible to participate in the Incentive. Void where prohibited.

#### **Incentive Period**

The Incentive begins June 3, 2023 at 12:00 AM ET and ends August 31, 2024 at 11:59 ET (the "Incentive Period"). Orchid is not responsible for late or incomplete quote submissions.

#### Prizes

One (1) raffle winner for the "G.O.A.T. of the Quote" will be randomly chosen every Monday or Tuesday of the Incentive, and will be awarded the prize of the week. A Producer receives one (1) raffle entry per qualifying "Quote Submission." "Quote Submission" means a new E&S residential property quote submitted on Orchid's platforms, Marketplace or Connect, during the incentive period. Producers must follow all requirements applicable to the Quote Submissions, including diligent searches, for all non-admitted business. There is no limit on the number of raffle entries each Producer submits. Once a raffle entry is chosen, it cannot be chosen again. All winners will be notified via the email on file.

There will be one (1) grand prize that will be given to one (1) Producer. To be eligible for the grand prize raffle, the Producer must write \$150,000 in new business premium or 15 new business policies during the Incentive. The winner will be chosen on the first week of September 2024, and notified via the email on file.

All prizes won during the Incentive must be claimed, or as otherwise agreed upon, by December 2024, or they will be forfeited.

Prizes will be sent directly to the winning Producer at their address of choice.

Each Producer may be issued a 1099. Taxes (if any) are the responsibility of each Incentive prize recipient.

#### **General Conditions**

By participating, Agencies and Producers agree: (a) to be bound by these Official Rules and by the decisions of Orchid, which shall be final in all respects, and waive any right to claim ambiguity in the Incentive of these Official Rules; (b) to the use of their names, voices and/or likeness for advertising and publicity purposes, all without compensation; and (c) to release, discharge and hold harmless Orchid, its affiliated companies, agents, parents, subsidiaries, and its and their respective officers, directors, employees, and representatives from all claims or damages arising out of their participation in the Incentive and the acceptance, use or misuse of any Incentive payment. Orchid reserves the right, in its sole and absolute discretion, to cancel, terminate, reschedule, suspend or otherwise modify this Incentive without notice for any reason (including, without limitation, if viruses, bugs, non-authorized human intervention, or other causes beyond the control of Orchid, corrupt or impair the administration, security, fairness, or proper operation of the Incentive.

ANY PERSION ATTEMPTING TO DEFRAUD OR IN ANY WAY TAMPER WITH OR UNDERMINE THE LEGITAMATE OPERATION OF THE INCENTIVE WILL BE INELIGIBLE FOR ANY PAYOUT AND MAY BE PROSECUTED TO THE FULL EXTENT OF THE LAW. ORCHID RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) FROM ANY SUCH PERSON(S).

## G.O.A.T. of the QUOTE - Rules & Regulations

#### **Binding Arbitration**

Any controversy or claim arising out of or relating to the Incentive shall be settled by binding arbitration in Volusia County in the State of Florida, in accordance with the rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Florida law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Orchid will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS. then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative bases, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Orchid shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties.

THE ARBITRATION OF DISPUTES PURSUANT TO THIS SECTION SHALL BE IN THE PRODUCER'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS INCENTIVE IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES BY PARTICIPATING IN THE INCENTIVE, EACH PRODUCER'S AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE INCENTIVE, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY PRODUCER BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PRODUCER HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) PRODUCER'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND PRODUCER IRREVOCABLY WAIVES ANY RIGHTS TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISIDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY PRODUCER.

#### **Governing Law & Jurisdiction**

These Official Rules and the Incentive are governed by US law. All issues and questions concerning the construction, validity, interpretation and enforceability of the Official Rules, or the rights and obligations of the Producer and Orchid in connection with the Incentive, shall be governed by, and construed in accordance with, the laws of the State of Florida.