

Orchid Insurance Presents



Keep Business Surging This Summer!

Earn big through our end of summer incentive program by binding Builders Risk and Wind Only new business policies!

Incentive Period: July 21st - October 4th, 2025

Summer Surge

- Bind in [Marketplace](#) during the incentive period.
- Earn one (1) entry per bound Builders Risk and/or Wind Only new business policy towards a weekly raffle drawing with prizes valued up to \$500!
- One (1) grand prize will be awarded with a prize valued up to \$3,000!

No registration required for this promotion.

Promotion Details

- Only Builders Risk and Wind Only new business policies bound during the incentive period are eligible to enter into the weekly raffle drawing.
- Once an entry is selected, the entry is taken out from future weekly drawings.
- There are no limits to the amount of entries per person each week.
- Weeks are from Monday to Sunday - with the exception of the last week ending on a Saturday.
- To qualify for the grand prize raffle, an agent must bind a minimum of 15 Builders Risk and/or Wind Only new business policies during the incentive period.
- All winners will be contacted via the email on file.
- This raffle will operate subject to applicable laws, including that all prizes are subject to taxable income regulations.

Summer Surge - 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 October 2025, the last month during which prizes are awarded for this Incentive. Brokers, National Partners, and Wholesalers are eligible to participate in the Incentive. Void where prohibited.

Incentive Period

The Incentive begins July 21, 2025 at 12:00 AM ET and ends October 4th, 2025 at 11:59 PM ET (the “Incentive Period”). Late bound policies will not earn a raffle entry outside of the Incentive Period.

Prizes

One (1) raffle winner for “Summer Surge” will be randomly chosen every Tuesday or Wednesday of the Incentive, and will be awarded the prize of the week. A Producer receives one (1) raffle entry per qualifying “Bound Policy.” “Bound Policy” means a new Builders Risk or Wind Only policy bound in Marketplace during the incentive period. In the event a Producer binds a combined policy with Builders Risk and Wind Only, they will receive two (2) raffle entries, one (1) for Builders Risk and one (1) for Wind Only. Producers must follow all requirements applicable to the Bound Policy, including diligent searches, for all E&S 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 for the weekly raffle. 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 15 Builders Risk and/or Wind Only new business policies during the Incentive. The winner will be chosen on the week of October 6, 2025, and notified via the email on file. Once a Grand Prize option has been selected by the Winner, the Winner has 24 hours to change their prize selection. If a change request is received after 24 hours, the original prize selected will henceforth remain.

During the process of booking flight(s), hotel(s), etc. for The Winner, The Winner may change their booking once, if applicable to the Grand Prize. This can include but is not limited to date change, flight destination, travel companion, etc. After one booking change has been made, The Winner takes full responsibility of additional costs that may incur. In no event shall The Winner be responsible or liable for any change hereunder arising out of or caused by, directly, or indirectly, forces beyond their control, including, without limitation, strikes, work stoppages, acts of war or terrorism, civil or military disturbances, nuclear catastrophes, acts of God, or weather-related incidents.

All prizes won during the Incentive must be claimed, or as otherwise agreed upon, by December 5, 2025, 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,

Summer Surge - Rules & Regulations

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 PERSON ATTEMPTING TO DEFRAUD OR IN ANY WAY TAMPER WITH OR UNDERMINE THE LEGITIMATE 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).

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 JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY PRODUCER.

Summer Surge - Rules & Regulations

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.

Orchid Underwriters Agency, LLC doing business in California as Orchid Insurance Brokers LLC California License #OG81311