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#### DEFENSE RESEARCH INSTITUTE MAY MEMBERSHIP PROMOTION RULES, TERMS AND CONDITIONS Updated April 24, 2023

#### 1. PROMOTION DESCRIPTION.

In connection with Defense Research Institute's ("DRI") efforts to enhance the skills and promote the success of the civil defense bar. DRI is conducting this prize promotion sweepstakes ("Promotion") to incentivize members to participate in DRI's membership drive programs. The Promotion is an online entry and mail-in entry prize drawing promotion that begins on May 1, 2023 at 12:00:00 AM CST, and ends on May 31, 2023 at 11:59:59 PM CST ("Promotion Period"), and is subject to these Prize Promotion Rules, Terms, and Conditions ("Rules").

#### 2. ELIGIBILITY.

Open to legal residents of the fifty (50) United States and District of Columbia who: (a) are 18 years of age or older at time of entry, and (b) who have received an email or online invitation to participate in the DRI' May Membership Campaign. Limit one entry per person per recruited member. NO PURCHASE IS NECESSARY TO PARTICIPATE. Void where prohibited. The Promotion is not open to employees or immediate family members of DRI, and other participating partners in the Promotion.

#### 3. SPONSOR.

The Promotion is being sponsored by DRI, a Wisconsin nonprofit corporation, with principal place of business at 222 South Riverside Plaza, Suite 1870, Chicago, IL 60606.

#### 4. HOW TO ENTER - NO PURCHASE NECESSARY.

There are two ways to enter:

- a. ONLINE. You may enter during the Promotion Period by having a new member complete the DRI membership form found located at <a href="https://members.dri.org/driimis/DRI/Members/Membership\_Application/Members\_hip\_Application.aspx">https://members.dri.org/driimis/DRI/Members/Membership\_Application/Members</a>
  hip\_Application.aspx
  and include your name as the referring member. Follow the on-screen instructions to enter participant information.
- MAIL-IN. You may enter during the Promotion Period by having a new member complete the mail-in campaign membership form that can be located at <a href="https://www.dri.org/membership/may">https://www.dri.org/membership/may</a>, or shared following a DRI seminar. Each new member should legibly enter your name and committee (if applicable), and

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send your completed entry to DRI May Membership Promotion, at 72225 Eagle Way, Chicago, IL 60678-7252.

#### 5. PARTICIPATION REWARDS AND PRIZE WINNER SELECTION.

- a. NEW MEMBERS. All new members participating in the Promotion and using the provided referral code IM-2023MAY-CLE will receive a \$100 CLE credit for upcoming DRI programming. A maximum of one \$100 CLE credit will be provided to any individual new member participant.
- b. REFERRING MEMBERS. New member participants will have the option of including the name of an individual who is a member of the time of the new member participant's participation in the Promotion and who referred the new member participant to so participate ("Referring Member"). All Referring Members for the May Membership and Seminar Attendee Membership campaigns receive a DRI "Advocate Certificate" with a value of \$100 for each new member who lists the Referring Member on their entry. In addition, for each new member who lists the Referring Member on their entry, the Referring Member will be entered into a random prize drawing ("Drawing") for chance to win additional Prizes as defined and set forth below.
- c. DRAWING.

The Drawing will be held on or about June 7, 2023 from all qualified online and mail-in entries received. Incomplete entries will not qualify to be entered into the contest. Potential winner will be selected in a random drawing from Referring Members entered through qualified entries received. Odds of winning based on the number of times a Referring Member is included in a new member participant's entry and that entry is received by DRI. Purchases do not increase the odds of winning.

Potential winners will be notified by email and/or by phone. Potential winners will have three (3) days to respond with their complete mailing address and interest to become the winner or an alternate will be drawn. It is the entrant's responsibility to keep the email address or phone number used to enter active until the end of the contest if entrant wishes to be notified as a potential winner.

A potential winner may be required to provide the DRI with government-issued identification to confirm the potential winner's identity. A potential winner may also be required to provide the DRI with proof that the potential winner is the authorized account holder of the email address associated with the winning entry.

The potential winner will not be declared a confirmed winner until it is confirmed that all rules and regulations have been complied with. A potential winner is not a confirmed winner until the potential winner's claim is validated and the potential winner receive official written notification from DRI. All entries become the exclusive property of DRI and will not be

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acknowledged or returned except as provided herein. Entries which are incomplete, incorrect, incomprehensible, not received, or do not otherwise comply with these Rules will not be entered into the Promotion. Entries made by overnight courier, third party entry service, automated means, or in any other manner not specifically allowed under these Rules will not be entered into the Promotion.

#### 6. PRIZES.

In keeping with the results of the Drawing, a total of five (5) prizes ("Prizes") will be given away, which is described as follows:

- 1. GRAND PRIZE. One (1) 2023 DRI Annual Meeting or Seminar Registration (Value \$1095).
- 2. FIRST PRIZES. Two (2) Credits of 1,500 "DRI Dividend Points," defined here https://www.dri.org/membership/reward-program/which may be redeemed for an Advocate Certificate valued at \$250
- 3. RUNNER UP PRIZES. Two (2) American Express Gift Cards each valued at \$150.
- 7. WINNERS' LIST.

To view the winners' list for this Promotion, please visit <u>https://www.dri.org/membership/may</u>. The winners' list will be available after winner validation has been completed.

#### 8. CONDITIONS OF ENTRY.

Acceptance of a Prize through this Promotion constitutes permission for DRI and its representatives to use winners' names and likenesses for purposes of advertising and publicity in all media worldwide without further compensation or notice, unless prohibited by law. DRI reserves the right to substitute prize of equal or greater value. By participating in this Promotion, entrants agree to be bound by these Rules and the decisions of the judges.

Winners assume all applicable tax liability for their prizes.

Entrants agree DRI has the sole right to decide all matters and disputes arising from this Promotion and that a decision by DRI is final and binding.

9. DISCLAIMERS.

All applicable federal, state, and local laws apply.

WINNERS, BY ACCEPTANCE OF THE PRIZE, AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS DRI AND OTHER PARTICIPATING PARTNERS IN THE PROMOTION, AND EACH OF THEIR EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SPONSORS AND ADVERTISERS, FROM ANY AND ALL LIABILITY, LOSS, HARM, INJURY, DEATH, DAMAGE, COSTS OR CLAIMS RELATED TO ANY ALLEGATION REGARDING THE AWARD OF, THE RECEIPT OF, OR THE USE OF THEIR PRIZE. DRI IS NOT

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### RESPONSIBLE FOR PERSONAL INJURY OF ANY WINNERS INCURRED IN CONNECTION WITH THE ACCEPTANCE OR USE OF THE PRIZE.

DRI assumes no responsibility for lost, late, misdirected, illegible, incorrect or inaccurate entry information whether caused by, among other things, an internet problem or the individual completing the entry. DRI reserves the right, in its sole discretion, to cancel or suspend this contest should a cause beyond the control of DRI corrupt the administration, security or proper operation of the contest. Any attempt by an individual to deliberately undermine the legitimate operation of the contest is in violation of criminal and civil laws.

Authorized Account Holder is defined as natural person who is assigned to an e-mail address by the Internet access provider, on-line service provider or other organization that is responsible for arranging e-mail address for the domain associated with the submitted e-mail address. Rules are subject to any requirements/limitations imposed by the FCC.

#### 10. DISPUTES.

BY PARTICIPATING, ENTRANTS AGREE THAT (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF, OR CONNECTED WITH, THIS PROMOTION OR ANY PRIZE AWARDED (IF APPLICABLE) SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY THE APPROPRIATE COURT LOCATED IN IN THE COUNTY OF COOK COUNTY, ILLINOIS; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING BUT NOT LIMITED TO COSTS ASSOCIATED WITH ENTERING THIS PROMOTION BUT IN NO EVENT ATTORNEYS' FEES; AND (3) TO THE EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES AND/OR ANY OTHER DAMAGES, OTHER THAN OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of any participant or DRI in connection with the Promotion shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.