

STATE FARM® 2014 PRO FOOTBALL DRAFT SWEEPSTAKES

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING.

THE FOLLOWING SWEEPSTAKES IS OPEN TO LEGAL RESIDENTS OF CALIFORNIA, WHO ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. VOID OUTSIDE OF CALIFORNIA AND WHERE PROHIBITED BY LAW. SWEEPSTAKES BEGINS AT 12:00:01A.M. PACIFIC TIME (“PT”) ON FEBRUARY 24, 2014 AND ENDS AT 11:59:59 P.M. PT ON MARCH 31, 2014 ("PROMOTION PERIOD"). DO NOT ENTER THIS SWEEPSTAKES IF YOU ARE NOT A LEGAL RESIDENT OF CALIFORNIA AT THE TIME OF ENTRY.

1. **TO ENTER:** To participate in the State Farm® 2014 Pro Football Draft Sweepstakes (the “Sweepstakes”), visit www.winwithstatefarm.com/ESPNLA, complete the Sweepstakes entry form with all required information, and submit as instructed on-screen during the Promotion Period to receive one (1) entry into a Drawing. All entries must be received by 11:59:59 pm PT on March 31, 2014. **Limit one (1) entry per person per day per e-mail address. For purposes of this Sweepstakes, a day is defined as beginning at 12:00:00 a.m. and ending at 11:59:59 p.m. (“Day”).**

If more than one entry is received from the same person or from the same e-mail address on any given day, all entries submitted on that day from said person or e-mail address may be disqualified. Entries become the property of State Farm Mutual Automobile Insurance Company (“Sponsor”) and will not be acknowledged or returned. Proof of submission is not proof of receipt by Sponsor. Sponsor reserves the right to void all entries made through any robotic, automatic, mechanical, programmed or similar entry duplication method and to disqualify any individual using such method. Entrants may not register with multiple email addresses or use any other device or artifice to register multiple times or as multiple registrants. Any entrant who attempts to enter with multiple email addresses under multiple identities or uses any device or artifice to register multiple times may be disqualified and forfeits any and all prizes won, in Sponsor’s discretion. In the event of a dispute as to the identity of an entrant, such entry will be deemed made by the person named on the entry form. Only one person’s name may be stated on the entry form. Any entries not in compliance with these Official Rules will be disqualified. By entering, entrants agree to be bound by these Official Rules.

2. **ELIGIBILITY:** The Sweepstakes is open to legal residents of California, who are 18 years of age or older at the time of entry. Employees of Sponsor, its parent company, affiliates, subsidiaries, advertising & promotion agencies, Sweepstakes Administrator, Sponsor independent contractors, State Farm independent contractor insurance and financial services agents, Prize Provider, and members of such employees’ immediate families, defined as spouses, parents, children, siblings (whether such family members are biological, adoptive, step or in-law) and their respective spouses, and those living in the same household of such employees are not eligible to enter.

3. **PRIZE/ARV/ODDS:** ONE (1) PRIZE: The Prize consists of: (i) Two (2) tickets for the Winner and one guest to attend the Pro Football Draft in New York City on May 8,

2014 – May 10, 2014 (the “Event”), (ii) Round-trip coach air transportation for the Winner and guest from the airport nearest prize Winner’s home in California to New York City, (iii) two (2) night/three (3) days standard hotel accommodations (one room/double occupancy), and (iv) \$500 spending cash. The approximate retail value (“ARV”) of the Prize is: \$5,000.00. Winner and his/her guest are responsible for ground transportation to and from the Event, souvenirs, parking and any and all other expenses not specified herein. Tickets are only valid for the particular Event stated herein. Actual retail value of the Prize depends on fares, lodging and other costs at time of booking, but if actual retail value is less than the stated ARV, the difference will not be awarded. No prize substitution allowed by Winner. Winner’s travel companion must be eighteen (18) years of age or older at the time of booking and must complete and return a liability and publicity release prior to booking. Winner and winner’s travel companion must travel on the same itinerary, and must be available to travel on dates specified by Sponsor. All reservations and travel arrangements shall be with suppliers selected by Sponsor in its sole and absolute discretion and must be made through a travel agent selected by Sponsor and are subject to availability. Additional Prize details and travel information to be provided to the Winner at the time of notification. The trip may not be combined with any other offer and travel may not qualify for frequent flyer miles. Airline tickets are non-refundable, non-transferable, and are not valid for upgrades. Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged. In the event any activity included in the Prize is cancelled, delayed or postponed for any reason, Winner will not be reimbursed and the Prize shall consist solely of the remaining elements, if any. Winner and travel companion are responsible for obtaining any necessary travel documentation (e.g. photo ID, passport, etc.) and travel insurance prior to travel. Prize is not assignable or transferable. Any costs, expenses or incidentals, including meals, gratuities, luggage fees, and incidental hotel charges, not specified herein are the responsibility of Winner and travel companion. All federal, state, local and income taxes on the Prize are the sole responsibility of the Winner. Odds of winning the Prize depend on the total number of eligible entries received during the Promotion Period. Purchase of a State Farm product will not improve odds of winning.

4. DRAWING: One (1) potential winner will be selected in a random drawing (“Drawing”) conducted on or about April 1, 2014. All entries must be received by 11:59:59 pm PT on the last day of the Promotion Period to be eligible for the Drawing. This Drawing will be conducted by the Sweepstakes Administrator whose decisions on all matters pertaining to the Sweepstakes are final and binding on all entrants without right of appeal.

5. PRIZE WINNER VERIFICATION: The potential winner will be notified by email at the email address provided on the entry form and will be required to execute and return an affidavit of eligibility and liability/publicity release and a completed IRS Tax Form W-9 within five (5) business days of the date printed on the prize notification. The potential winner is subject to verification by the Sweepstakes Administrator, whose decisions are final and binding in all matters related to the Sweepstakes. An entrant is not a winner of the Prize, even if the Drawing should so indicate, unless and until the potential winner has been verified and entrant has been notified that verification is complete. Upon verification of eligibility, the potential winner will be declared the official winner (the “Winner”) and the Prize will be mailed to the Winner at the address provided on the affidavit or entry form. If the Prize is returned as undeliverable for any reason, the Prize will be forfeited and an alternate potential winner will be selected from all remaining eligible entries received during the Promotion Period, provided that adequate time remains to do so in Sponsor’s sole discretion.

6. GENERAL RELEASE: By accepting the Prize, Winner (and Winner's guest) acknowledge and accept sole liability for the inherently dangerous nature of and risks of traveling and visiting public events, including but not limited to personal injury and/or death. By accepting the Prize, Winner (including Winner's guest) agree to release Sponsor, Sweepstakes Administrator, State Farm independent contractor insurance and financial services agents, the Prize Provider, and each of their respective parent companies, affiliates, subsidiaries, divisions, advertising and promotion agencies, and all of their respective employees, directors, officers, shareholders, agents, successors or assigns (collectively "Releasees"), from any and all liability, loss or damage of any kind incurred with respect to participation in this Sweepstakes, including, without limitation, the awarding, receipt, possession, and/or use or misuse of the Prize, or participation in Prize-related activities, including but not limited to travel related thereto, and attendance at the event. POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SWEEPSTAKES ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF THE PRIZE, EVEN IF THE DRAWING SHOULD SO INDICATE, UNLESS AND UNTIL POTENTIAL WINNER HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

7. GENERAL PRIZE RESTRICTIONS/TOTAL ARV OF THE PRIZE: By accepting the Prize, the Winner consents to the use of the Winner's name, photograph, quote(s) and/or likeness for advertising/publicity purposes in commerce and in any and all media worldwide, in perpetuity, without limitation or additional compensation, except where prohibited by law, by Sponsor, State Farm independent contractor insurance and financial services agents and/or the Prize Provider. No prize substitution or cash equivalent allowed except by Sponsor who reserves right to award a prize of equal or greater value should the Prize or Prize component become unavailable. If a potential winner does not respond to the winning e-mail notification within three (3) business days of the date printed on the prize notification, if Prize notification e-mail is returned as undeliverable, or appropriate affidavits/releases, and IRS Tax Form W-9 are not received within the prescribed period, the Prize will be forfeited and awarded to an alternate winner, selected from all remaining eligible entries received during the Promotion Period, provided that adequate time remains to do so in Sponsor's sole discretion. The Prize claimed will be awarded and mailed to the address provided on the applicable winning entry form or affidavit of eligibility. Sponsor is not responsible for any change of e-mail or mailing address of entrants. The Prize (or any portion thereof) may not be sold, traded, transferred, assigned, refunded or redeemed for cash. Notwithstanding anything to the contrary, if for any reason any portion of the Prize does not occur, such portion will be forfeited with no compensation being paid in exchange thereof at Sponsor's sole discretion. The Releasees are not responsible for cancelled, delayed or rescheduled events. Winners' companion must be of legal age of majority in their jurisdiction of residence (and at least eighteen (18) years of age), unless accompanied by a parent or legal guardian. The Winner agrees to comply with all applicable venue regulations in connection with the Prize. Sponsor and the applicable venue personnel reserve the right to remove or to deny entry to any Winner and/or his/her guest who engage(s) in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the Event. Releasees will not be responsible for weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster, outside their control that may cause the cancellation or postponement of the Event. Event tickets awarded as part of the Prize may not be resold or offered for resale. Any such resale may result in disqualification and prize forfeiture, and may invalidate the license granted by the Event ticket(s).

Winner is responsible for payment of any taxes on the Prize, regardless of whether Prize is used in whole or in part. If appropriate, Winner will be issued an IRS 1099 form. The total ARV of the prize is \$5,000.00.

8. OTHER CONDITIONS: By entering, entrant acknowledges compliance with these Official Rules, including all eligibility requirements and agrees to release Releasees (as defined in #6 above) from any claims, losses, actions, or damages, whether actual, incidental or consequential, arising out of or relating to entrant's participation in this Sweepstakes, or the acceptance, possession or use/misuse of the Prize (or any portion thereof), or participation, or preparation for, Prize-related activities (including but not limited to travel related thereto). Releasees are not responsible for: (i) electronic transmissions/entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, or not received by Sponsor or its agents for any reason, (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures or human error that may occur in the transmission, receipt or processing of entries, or for destruction of or unauthorized access to, or alteration of, entries, (iii) failed or unavailable hardware, network, software or telephone, cable or satellite transmissions, damage to entrants' or any person's computer, wireless device, and/or its contents, or causes beyond Releasees' reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Sweepstakes, or (iv) any entries submitted in a manner that is not expressly allowed under these Official Rules. All incomplete or non-conforming entries will be disqualified. Releasees are further not responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the transmission, receipt or processing of the entries. Releasees are not responsible for any errors, misprints, or typographical mistakes in any printed or electronic advertising of the Sweepstakes. If for any reason this Sweepstakes is not capable of running as planned, or if this Sweepstakes or any web site associated therewith (or any portion thereof) becomes corrupted or does not allow the proper playing of the Sweepstakes and processing of entries per these Official Rules, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes, in Sponsor's sole opinion, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor reserves the right, at its sole discretion, to disqualify any individual implicated in such action, and/or to cancel, terminate, modify or suspend this Sweepstakes. In the event this Sweepstakes is cancelled, Sponsor reserves the right to conduct a random drawing to award the Prize from among all eligible, non-suspect entries received prior to the time of the action or event warranting such cancellation.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY ANY SUCH PERSON, AND RELEASEES RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

9. DISPUTES/ARBITRATION: Any dispute arising out of or relating to the Sweepstakes shall be submitted to arbitration under International Institute for Conflict Prevent and Resolution Rules for Non-Administered Arbitration (except it shall be non-

binding) by three arbitrators. Each party shall appoint one arbitrator, and those two arbitrators shall choose the third arbitrator. The United States Arbitration Act, 9 USC §§1 et seq. shall govern the arbitration, and judgment may be entered by any court having jurisdiction thereof. The place of arbitration shall be Chicago, Illinois. After the binding arbitration decision is rendered, either party may initiate litigation upon thirty (30) days' written notice to the other party. 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), 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 basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor 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 PARAGRAPH SHALL BE IN THE ENTRANT'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 SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

BY PARTICIPATING IN THE SWEEPSTAKES, EACH ENTRANT 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 SWEEPSTAKES, OR THE PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH 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 ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT 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) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT 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 ENTRANT.

This Sweepstakes is governed by US law and is subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Sweepstakes Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State/Commonwealth of California, U.S.A., without giving effect to the conflict of laws rules thereof, and each entrant agrees that any matters or proceedings which are not subject to arbitration as

set forth above and/or for entering any judgment on an arbitration award, shall be subject to the jurisdiction and venue of Sacramento, California.

10. WINNERS LIST: For the name of the Winner, mail a self-addressed, stamped envelope to: State Farm 2014 Pro Football Draft Sweepstakes Winner's List, 601 Edgewater Drive, Wakefield, MA 01880 to be received no later than July 1, 2014.

11. PRIVACY POLICY: By entering this Sweepstakes, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her entry only for the purpose of administering the Sweepstakes and in accordance with Sponsor's Privacy Policy at <HTTP://WWW.STATEFARM.COM/ABOUT/PRIVACY/PRIVACY.ASP> unless the entrant otherwise agrees. If you are selected as the Winner, your information may also be included in a publicly available winner's list.

12. TRADEMARKS. Any trademarks used in this Sweepstakes are the property of the respective trademark owners and are used for identification purposes only.

13. SPONSOR: The Sweepstakes is sponsored by State Farm Mutual Automobile Insurance Company, One State Farm Plaza, Bloomington, IL 61710. State Farm is in the business of insurance and financial products and services.

14. SWEEPSTAKES ADMINISTRATOR: The Sweepstakes Administrator is Aspen Marketing Services, a trade name of Epsilon Data Management, LLC, 1240 North Avenue, West Chicago, IL 60185.

15. PRIZE PROVIDER: The Prize Provider is ESPN LA, 800 West Olympic Blvd., Suite A-200, Los Angeles, CA 90015.

Abbreviated Rules:

State Farm® 2014 Pro Football Draft Sweepstakes abbreviated rules:

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