

Insperty / Inc. 5000 List - Promotion - Official Rules

1. **Eligibility.** (a) The *Insperty/Inc. 5000 List Promotion* (“**Promotion**”) is offered by Insperty and is open to United States based businesses that i) apply to be on the *2023 Inc. 5000 List* (“**List**”) and ii) that receive an email offering them an opportunity to enter the Insperty/Inc. 5000 List Promotion (“**Eligible Entrants**”). Eligible Entrants that timely respond to Insperty as instructed with all information required on the Insperty entry form will be entered in the Promotion (“**Entrant**”). (b) In addition, in order to be eligible to win the Promotion, the Entrant must i) be an Entrant that was selected to the List and ii) not have won a prize from Insperty during the 5 previous calendar years (2018-2022) (“**Prize Eligible Entrant**”).
2. **One Entry per Entrant.** Only one entry per Entrant is permitted and the Prizes (defined below) may be used only by Eligible Individuals from the winning Entrants. All Promotion entries become the property of Insperty.
3. **Eligible Individuals.** The individual from each winning Entrant who may accept and use the Prize on behalf of the Entrant must be one of the following in relation to the Entrant: Chairman of the Board; Board of Directors member; President; Chief Executive Officer; Vice President; Chief Financial Officer; Chief Operating Officer; Controller; Treasurer; Owner; Partner; Pastor; Principal; Superintendent; director level executive; human resources manager/decision maker; or other analogous executive (“**Eligible Individual**”) and such Eligible Individual may select a companion who may be such Eligible Individual’s immediate family member or an employee of Entrant.
4. **Promotion Dates/Times.** The Promotion begins at 10:00 a.m. CT on January 23, 2023 for all Eligible Entrants and ends with respect to Insperty clients (“**Current Clients**”), simultaneously with the *2023 Inc. 5000 List* application deadline (“**List Application Deadline**”). (As of the date of these rules, the List Application Deadline is 5:00 p.m. CT on April 21, 2023. If Inc. extends List Application Deadline, then the Promotion deadline date and time for Current Clients will automatically be extended to correspond with the new List Application Deadline.) For Entrants who are not then current clients of Insperty (“**Non-Current Clients**”) the Promotion concludes at 5:00 p.m. CT on May 31, 2023.
5. **Errors.** Insperty is not responsible for transmission or programming errors, or late, lost, incomplete, or undelivered applications to Inc. 5000 and has no control over Entrant’s application to Inc., Entrant’s selection to the Inc. 5000 List or communication of whether Entrant was selected by Inc. to the Inc. 5000 List.
6. **Random Selection.** Insperty, whose decision is final, will randomly select two winners from among all Prize Eligible Entrants, on or around August 9, 2023, one that is a Non-Current Client, and another that is a Current Client. In order to win and claim the Prize, Entrants must comply with all rules, and Current Clients must be in good standing with Insperty as of the date of the drawing and at the time of Prize award and award fulfillment. Insperty will notify the winners within 5 business days after selection.
7. **Prize.** The Prize (“**Prize**”) consists of the following. Each winner (Non-Current Client and Current Client) will receive a trip for two persons to the *2023 Inc. 5000 Conference and Gala* event in San Antonio, Texas scheduled for October 31 - November 2, 2023, including round trip tourist class air transportation for two (2) persons from a U.S. city served by United Airlines, American Airlines or Delta Air Lines, as selected by the winner, via either United, American or Delta, to the event city of San Antonio, ii) hotel accommodations, iii) event admission, and iv) a \$500 spending card for meals and other expenses, with a total Prize retail value up to \$7,500. No cash value is available in lieu of the trip package.
8. **Acceptance.** It is the responsibility of each winner to accept the Prize within seven calendar days of the date of notification. If a winner cannot be contacted or does not timely accept the Prize, Insperty reserves the right to select and award the Prize to an alternate winner in the same category (Current Client or Non-Current Client).
9. **Odds.** Odds of winning will depend on the number of qualified entries.

10. Disputes. In the case of a dispute, the decision of Insperity is final.
11. Non-Eligible Persons. Corporate employees, officers, and directors of Insperity, its subsidiaries and affiliates, its advertising and public relations agencies, principals or employees of any temporary agency or outsourcer that provides services to any Insperity entity, independent contractors providing services to any Insperity entity, and the immediate families (spouse, children, any family member living in the household) and related entities owned by all of the foregoing, are ineligible to enter or win.
12. Verification. Winning entries shall be subject to verification as determined by Insperity in its sole discretion. Such verification may include proper identification of Eligible Individuals (i.e. valid driver's license, passport, state I.D., military I.D.). Written authorization from each winner including the designated representative's name and proper identification is required.
13. Rules Changes. Promotion rules are available for review online at the Insperity Web site located at <https://www.insperity.com/inc5000/rules> and during regular business hours by appointment at the Insperity offices located at 19001 Crescent Springs Dr., Kingwood, TX 77339. Additions, deletions, changes, or clarifications to these rules (including Prizes and date changes) may be made at the sole discretion of Insperity and may be enacted at any time by posting to <https://www.insperity.com/inc5000/rules>.
14. Disclaimer. Insperity (including its promotional and advertising agencies and its and their affiliates, employees, officers and directors and agents) is not responsible for any injury, damage, claim or cause of action of whatever nature including tort and contract, arising from the entry process, drawing and Prize selection, receipt, distribution and utilization of the Prize or any claim arising out of or related to this Promotion ("Claim"), and by accepting the Prize, winners hereby fully release and indemnify and hold Insperity harmless from any such Claim(s).
15. Taxes. Winners are responsible for all income or other taxes due on the value of the Prize. Insperity will report the fair market value of the Prize(s) to the appropriate government agencies including the Internal Revenue Service in accordance with applicable laws.
16. Publicity. Winners and/or designated representatives acknowledge, as a condition of acceptance of the Prize, that Insperity has a right to publicize and use in its advertising, web-site and other marketing/public relations materials, the winner's name and/or designated representative's character, likeness, voice and all matters incidental thereto.
17. Transferability. Prize is non-transferable.
18. Promotion Void Where Prohibited. Promotion is void where prohibited by law, and subject to modification or cancellation in Insperity's sole discretion.
19. Disqualification. Winners are subject to the final approval of Insperity at its sole discretion. Insperity reserves the right to disqualify any entry or winner in its sole discretion. The decision of Insperity is final. The identity of the winner will be available from Insperity upon written request addressed to: Marketing Department, 19001 Crescent Springs Dr., Kingwood, TX, 77339.
20. Opt-Out. If you do not wish to receive future promotional e-mails from Insperity please follow the procedures set forth in the e-mails you receive from Insperity, or send your name/address and email address to: Insperity, Corporate Marketing Opt-Out, 19001 Crescent Springs Drive, Kingwood, TX 77339-3802 with a note so requesting.