

**AXA Equitable Life Insurance Company (“AXA Equitable”)
or AXA Network, LLC (“AXA Network”)
Employee Benefits Sales Contest (“Contest”) Rules**

AXA Equitable or AXA Network (each, a “Sponsor”) is offering Eligible Brokers and Eligible General Agency Producers (as defined below) the opportunity to receive prizes based on Employee Benefits sales, as detailed below. Participation is voluntary. By participating in the Contest, you agree to these Rules.

Contest Period: Cases with effective dates from June 1, 2019 – July 1, 2019

How to Participate: Sell group insurance products having effective dates during the Contest Period.

- **Winner selection and prizes:** Winners will be selected as follows:
 - Three (3) \$5,000 cash prizes, payable as commission, will be awarded, for a total of \$15,000, except in the case of one or more ties, to the Eligible Brokers with the highest sold premium during the Contest Period.
 - Two (2) \$5,000 cash prizes, payable as commission, will be awarded, for a total of \$10,000, except in the case of one or more ties, to the Eligible General Agency Producers with the highest sold premium during the Contest Period.

In the case of one or more ties, \$5,000 will be awarded to each Eligible Broker or Eligible General Agency Producer, respectively, tied for the highest sold premium in the Contest Period.

Prize Terms: Winners are responsible for all taxes associated with receipt, acceptance or use of any prize. Prize value is generally includible as income for tax purposes. Prizes will be paid out as bonuses in 2019.

Winner selection and prize details will be based on Sponsor’s discretion and interpretation of these Rules and shall be final and binding in all respects. Winners will be announced via email or phone call from a designated AXA Employee Benefits sales representative.

Eligibility: Contest is open to all Eligible Brokers and Eligible General Agency Producers. Eligible Brokers are brokers who are: (1) authorized to sell Employee Benefits products; (2) legal residents of the 50 United States (including the District of Columbia); (3) age 18 and over; (4) not employees of AXA Equitable or under a broker agreement with AXA Network, LLC and/or AXA Advisors, LLC (“Eligible Brokers”). Eligible General Agency Producers are: (i) producers who are affiliated with general agency partners of Sponsor; (ii) authorized to sell Employee Benefits products; (3) legal residents of the 50 United States (including District of Columbia); (4) age 18 and over; (5) not employees of AXA Equitable or under a broker agreement with AXA Network, LLC and/or AXA Advisors, LLC (“Eligible General Agency Producers”).

Void in Guam, the U.S. Virgin Islands, Puerto Rico and other U.S. territories and possessions. If a winner is disqualified for any reason, an alternative winner may be selected, in Sponsor's sole discretion. To be eligible for a prize, a participant ("Participant") must not have received a written warning or be the subject of any disciplinary investigation or action during the twelve (12) months preceding the receipt of a prize. Subject to all applicable federal, state and local laws and regulations, including tax laws. Winning a prize is contingent upon fulfilling all requirements set forth herein. **Void where prohibited by law.**

This Contest is in no way intended to create a contract of employment.

Responsibilities of Participant: Participant must comply with all laws and company policies when participating in activities relating to this Contest. Participant shall not engage in any activity designed to improperly inflate his or her number of sales, inhibit the ability of others to participate, or which would be contrary to the purposes of the Contest. Any participant who Sponsor has reason to believe has tampered or interfered with the Contest, or violated any of these Rules, may be disqualified. If a Participant is disqualified for any reason, Sponsor may award the prize to an alternative winner from among the remaining eligible Participants.

Additional Terms: Sponsor is the official timekeeper for the Contest. Sponsor is not responsible for late, lost, inaccurate, incomplete, damaged, illegible or misdirected Contest submissions or communications.

Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part thereof, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion.

Publicity: Except where prohibited by law, participation in the Contest constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions, job title and location and/or hometown and state for advertising and promotional purposes in any media, worldwide, without payment or consideration, in perpetuity, without notice or review or approval. Tennessee residents will not be required to sign a publicity release as a condition of winning a prize.

Release: Sponsor is not responsible for: (1) any incorrect or inaccurate information, whether caused by Participant, printing errors or equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; (5) late, lost or undeliverable Contest-related communications; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Participant's participation in the Contest or any Contest-related activity, or Participant's acceptance, possession, use or misuse of any prize.

Limitations of Liability: By entering the Contest or accepting the prize, each Participant agrees to release, discharge, indemnify and hold harmless Sponsor, and each of its respective officers, directors, employees, affiliates, representatives and agents, from and against any claims, damages,

liabilities, losses or causes of action related in any way to the operation of, or such Participant's participation in, the Contest and any other claims, damages or liabilities, including without limitation any injuries, damages or losses to any person (including death) or property of any kind resulting, in whole or in part, directly or indirectly, from Participant's acceptance, possession, use or misuse of any prize or participation in the Contest or any Contest-related activity.

Disputes: Except where prohibited by law, by participating in the Contest, each Participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with the Contest or any prize shall be resolved individually, without resort to any form of class action, and exclusively by the state or federal courts located in New York, NY; (2) under no circumstances will any entrant be permitted to obtain awards for, and each entrant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, court costs, or attorney's fees, other than actual out-of-pocket expense not to exceed fifty dollars (\$50.00); and (3) any and all claims, judgments, and awards shall be limited to such actual out-of-pocket costs incurred, including any costs associated with participating in the Contest, not to exceed fifty dollars (\$50.00). Participant expressly waives any right to claim or recover attorney's fees or court costs. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of any Participant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules which would cause the application of the laws of any jurisdiction other than the State of New York.

Sponsor: AXA Equitable Life Insurance Company or AXA Network, LLC (1290 Avenue of the Americas, New York, NY 10104).

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