

**Independent Health Association, Inc.**  
**2023 “RedShirt Medicare Contest”**  
**Official Contest Rules**

**1. NOT AN INDUCEMENT TO INSURE:** Contest entrants are advised and must understand and agree that the contest is not an inducement to insure, a premium rebate or a policy fee and does not provide any special favor, advantage, or any other benefit or consideration to the entrant with regard to any current or future Independent Health insurance policy.

**2. ELIGIBILITY:** Neither enrollment in an Independent Health health plan nor any other purchase from Independent Health is necessary to enter. This contest is only open to individuals who are either 65 or older and reside in one of the following counties in New York State: Erie, Niagara, Chautauqua, Cattaraugus, Orleans, Genesee, Wyoming and Allegany (the “Geographic Area”). This contest is void outside of the Geographic Area.

Employees of Independent Health Association, Inc., its affiliates, subsidiaries, related corporate entities, contractors, advertising and promotion agencies and suppliers of promotional materials (collectively “Independent Health”), immediate family members, and members of the same household, of Independent Health employees are not eligible to enter. “Immediate family members” includes but is not limited to parents (including “in-laws”), spouse, siblings (including “in-laws”), and children (including stepchildren). Determinations regarding “immediate family members” and “members of the same household” shall be at the sole discretion of Independent Health, such discretion to be exercised reasonably.

**3. IMPORTANT DATES:** The contest begins at 8:00 a.m. (Eastern Time) on October 1, 2023, and ends at 8:00 p.m. (Eastern Time) on December 7, 2023. The grand prize drawing will take place on December 11, 2023.

**4. HOW TO ENTER: Only one entry per person is permitted.** Anyone who meets the eligibility requirements set forth above (see #2) can enter by:

- Calling Independent Health at (716) 635-4900 or 1-800-958-4405 (TTY users call 711): Oct. 1 – Dec. 7: Mon. – Sun., 8 a.m. – 8 p.m. and speaking with an Independent Health representative who will complete entry over the phone by entering participants information into website entry form.
- Visiting an Independent Health Medicare Information Center and speaking with an Independent Health representative. Representative will enter participant information into website entry form.

- Meeting with an Independent Health representative at a community seminar where the representative will enter participant information into website entry form. Entry forms will be available via paper entry as well as electronic.

**5. PRIZES:**

- GRAND PRIZE: There are four (4) grand prize winners that will each win a \$250 Tops gift card.

**6. WINNER SELECTION:** Each Grand Prize winner will be selected randomly on December 11, 2023 from all eligible entries submitted as of that date; and no person shall be eligible to win more than one (1) Grand Prize. The odds of being selected as a Grand Prize winner will depend on the total number of eligible entries. If an entry form is selected as the winner and is found to contain incomplete, false, incorrect or illegible information, it will be deemed ineligible, and a new entry will be selected as the winner in its place. Determinations regarding such information shall be at the sole discretion of Independent Health.

**7. WINNER NOTIFICATION:** The winner will be notified by email or telephone. Sending an email or leaving a telephone message is considered sufficient notice.

**8. WINNER CLAIMING A PRIZE:** The prize winner must claim his or her Prize within thirty (30) days from the date the notice is sent to the winner. If the prize is not properly claimed within this thirty (30) day timeframe, the prize is forfeited and a new winner will be selected. To claim the prize, the winner is required to execute an Affidavit of Eligibility and Liability/Publicity Release (the "Release") **and** provide proof of age (photo of driver's license or birth certificate).

The Release will be emailed to the winner. It must be read and signed in front of a witness and must be notarized and returned to Independent Health *via* email or U.S. Mail or another similar delivery mechanism along with the proof of age. It may also be brought into any of the Independent Health Medicare Information Centers and filled out and signed in front of an Independent Health representative. However, all the above must be accomplished within the required thirty (30) day timeframe. The prize(s) will be shipped to the winner once the signed/notarized affidavit and proof of age is received by Independent Health.

The winner agrees to release Independent Health from all liability for non-delivery or non-receipt of the prize once it is delivered into the possession of the delivery service. Further, the Release is subject to verification and is automatically void and will be rejected if any part of it is forged, altered, defaced, tampered with, mechanically reproduced or modified in any way, or if it contains any irregularities, errors or omissions.

**9. GENERAL CONTEST CONDITIONS:** Copies of written official contest rules and, where required by law, the list of winners are available on Independent Health's website as well as the Independent Health Medicare Information Centers. As a condition to participating in this contest, each participant agrees that any and all disputes that cannot be resolved between the parties, and all causes of action arising out of or in connection with this contest shall be resolved individually, without resort to any form of class action, exclusively before a court located in Buffalo, New York, having competent jurisdiction, which court shall apply the laws of the State of New York, without regard to the conflicts of law principles thereof. The participant and Independent Health hereby waive any and all right to trial by jury. If any provision of these official contest rules is declared or found by a court of competent jurisdiction to be illegal, unenforceable or void, then such provision will be null and void but each other provision hereof not so affected will be enforced to the full extent permitted by applicable law.

All contest entries become the property of Independent Health and will not be returned. By entering to win, the winner grants Independent Health the right to use his or her name, general geographical and biographical information, and photograph and/or likeness for advertising and promotional purposes without any additional compensation or further consent. Specific address and telephone information will not be disclosed.

By entering to win, all entrants agree to be bound by these rules and agree that all decisions of Independent Health are final and binding. Failure to conform to these official contest rules, or any fraud or other illegal or inappropriate conduct on the part of a participant or on a participant's behalf, will result in the participant's disqualification and forfeiture of any prize won. Independent Health reserves the right to verify a participant's proper participation in the contest, and rule ineligible participants who, in Independent Health's sole judgment, engage in fraudulent or other abusive conduct with respect to the contest.

This contest is void where prohibited or restricted by law.

All federal, state and local laws and regulations apply. Federal, state and local tax liability, if any, is the sole responsibility of the prize winner. Prize winners may be required to provide information necessary for Independent Health to comply with tax reporting obligations.

The winner's right to the Prize may not be transferred or exchanged by the winner.

**10. LIMITATIONS OF LIABILITY AND RELEASE:**

INDEPENDENT HEALTH UNDERTAKES NO LIABILITY OR RESPONSIBILITY, AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY FAILURE TO PERFORM OR NEGLIGENT PERFORMANCE OF ANY SERVICE PROVIDER, OR FOR ANY OTHER RISK, INCIDENT OR DAMAGE, DIRECT OR INDIRECT, RELATING TO OR ARISING OUT OF THE CONTEST, INCLUDING (BUT NOT LIMITED TO) CANCELLATIONS, POSTPONEMENTS, DELAYS OR OTHER SCHEDULING CHANGES; OR ACCIDENT, INJURY, DEATH, DAMAGE OR EXPENSE ARISING FROM OR OCCURRING

DURING THE CONTEST, USE OF ANY PRIZES, OR TRAVEL TO/FROM OR ATTENDANCE AT ANY EVENT RELATING TO THE CONTEST. INDEPENDENT HEALTH RESERVES THE RIGHT TO CANCEL, SUSPEND AND/OR MODIFY THIS CONTEST AND THESE OFFICIAL CONTEST RULES AT ANY TIME, WHICH CHANGES WILL BECOME EFFECTIVE UPON ANNOUNCEMENT. INDEPENDENT HEALTH IS NOT RESPONSIBLE FOR DAMAGE TO A PRIZE OR LOSS OF A PRIZE AFTER THE PRIZE HAS BEEN CLAIMED.

INDEPENDENT HEALTH IS NOT RESPONSIBLE FOR TECHNICAL, HARDWARE OR SOFTWARE FAILURE OR MALFUNCTIONS, LOST OR UNAVAILABLE NETWORK OR OTHER TELECOMMUNICATIONS CONNECTIONS, OR LOST, LATE, MISDIRECTED, DAMAGED, ILLEGIBLE, INACCURATE, INCOMPLETE, GARBLED, DISCONNECTED, STOLEN, OR DELAYED CONTEST ENTRIES OR COMMUNICATIONS, WHETHER CAUSED BY THE SENDER OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR USED IN THE CONTEST, OR BY ANY HUMAN ERROR WHICH MAY OCCUR IN THE EXECUTION OF THIS CONTEST. IF, FOR ANY REASON, THE CONTEST IS NOT CAPABLE OF BEING CONDUCTED AS PLANNED, INCLUDING BUT NOT LIMITED TO INFECTION BY COMPUTER VIRUS, BUG, TAMPERING, UNAUTHORIZED INTERVENTION, FRAUD, TECHNICAL FAILURES, OR OTHER CAUSES BEYOND THE CONTROL OF INDEPENDENT HEALTH, INDEPENDENT HEALTH RESERVES THE RIGHT AT ITS SOLE DISCRETION TO CANCEL, TERMINATE, MODIFY OR SUSPEND THE CONTEST AND/OR DETERMINE AN ALTERNATE METHOD OF AWARDING THE PRIZE(S).

BY ENTERING, PARTICIPANTS AGREE TO RELEASE INDEPENDENT HEALTH ASSOCIATION, INC., ITS SUBSIDIARIES AND AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE OF ANY KIND INCURRED WITH RESPECT TO THE CONTEST AND ANY RECEIPT OR USE OF THE PRIZE WON.