

Independent Health FitWorks® Rewards Program

It pays to be healthy with Independent Health and FitWorks® Rewards.

FitWorks® Rewards is a new wellness benefit associated with the individual or small group health insurance in which you are enrolled. Every month eligible members have a chance to accumulate wellness points that add up to chances to earn reward cards and healthy recipes and tips from health experts. Our goal is to provide you with a little extra incentive to help you lead a healthier lifestyle. For example, the reward cards can be used to purchase healthy foods, sports gear or fitness and exercise equipment.

Each month, participants in the Rewards Program who complete health challenges earn points which are redeemed for chances to win a monthly prize in each of 2 categories (100 prizes awarded per month).

What is FitWorks®?

FitWorks® is a web-based program that allows members to learn more about their overall health and participate in healthy challenges and activities that help you to live a healthier lifestyle.

Rewards Program Official Rules

- 1. ELIGIBILITY:** YOU MUST BE 18 YEARS OF AGE OR OLDER TO BE ELIGIBLE TO PARTICIPATE. This FitWorks® Rewards Program (the “Program”) is open to Independent Health subscribers and their spouses or domestic partners only who are enrolled in an Independent Health commercially insured small group or individual plan that contains this Program as a benefit. For example, this Program is not available to commercially insured large groups, self-funded groups or Medicare, MediSource® or Essential Plan members. All participants must be an active Independent Health individual or small group subscriber, spouse or domestic partner at the time that points are earned for a challenge. Each participant must be a registered FitWorks® user. Accommodations are available for those without computer/internet access.

- 2. HOW TO PARTICIPATE:** Anyone who meets the eligibility requirements set forth above (see #1) may participate in the Program through a personal, secure account at www.IHFitWorks.com. For those without internet access, participation can be accomplished by submitting a paper Participation Form:
 - a.** Create a personal online account at www.ihfitworks.com and complete the challenges that are indicated by Independent Health for the program. NOTE: each member must have their own individual account in FitWorks®. Each account will require a unique email address.
 - b.** For those without internet access, complete a paper Participation Form recording the month’s activities and submit the form to Independent Health at the address below. To get a paper Participation Form, please call 716-631-8701 or 1-800-501-3439, M-F, 8 a.m. –

- c. 8 p.m. ET. Participation Forms must be received by Independent Health no later than the 15th of the following month. For example, forms for the January drawing must be received no later than 15th of February. If a paper form is submitted and is found to contain incomplete, false, incorrect or illegible information, it will be deemed ineligible and will be disregarded. Participation Forms are to be mailed to:

FitWorks® Rewards Monthly Drawing
Attention: Wellness Department
511 Farber Lakes Drive
Williamsville, New York 14221.

Independent Health is not responsible for failure to earn points as a result of (1) transactions that are submitted online but which are not fully transmitted to Independent Health by the stated deadline date for any reason, including but not limited to technical difficulties; (2) paper Participation Forms that are submitted and not received at the above address by the stated deadline date for any reason, including but not limited to lost or stolen mail; (3) a member, transaction or Participation Form that is illegible or contains incomplete, false or incorrect information.

3. **IMPORTANT DATES:** A member's eligibility date for participation in the Program is the member's enrollment date in the affiliated Plan. Monthly redemption drawings will take place on or about the 20th of every following month. Monthly drawings continue every month that the Program is in effect.
4. **REDEMPTION DRAWINGS:** Each month, there will be two drawings to redeem the qualifying points for all eligible entries on or about the 20th of every following month. For example, the January drawing will take place on or about February 20. These drawings shall consist of: (1) 50 separate \$250 reward cards will be awarded to randomly selected participants who have completed the monthly Claims-Verified Challenges and earned the requisite number of points associated with those challenges; and (2) 50 separate \$100 reward cards will be awarded to randomly selected participants who have completed the requisite number of Self-Reported Challenges for the month and earned the points associated with those challenges.

Participants may earn more than one entry for some challenges in a month, may receive one reward card in each challenge category Claims-Verified or Self-Reported in a given month, and may win monthly throughout the year. Those participants who have accumulated points but were not selected during that month's reward card drawing will receive a health related award which may include health related tips, a healthy recipe, or other health related information as redemption for that month's points. **Points do not roll over from one month to the next. All point credits reset each month.**

Redemption determinations shall be at the sole discretion of Independent Health, such discretion to be exercised reasonably.

5. **REWARD NOTIFICATION:** Those participants selected for reward card redemptions will be notified by email or telephone within fifteen (15) business days of the drawing at the contact information he or she supplies when registering for the Program. It is the participant's responsibility to keep the contact information accurate and current and to notify Independent Health of any changes. Failure to do so will result in the reward being automatically forfeited. Participants who were selected for the reward cards will be sent them via US mail. Participants who were not selected for the reward cards will receive their reward via the email address provided through their FitWorks account (those who are participating via paper Participation Forms will have their rewards sent via US mail).
6. **NOT AN INDUCEMENT TO INSURE:** Participants are advised and must understand and agree that the Program 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 participant with regard to any current or future Independent Health insurance policy.
7. **GENERAL CONDITIONS:**
 - i. **As a condition of participation in the Program and redemption of rewards, all Program participants hereby release Independent Health from any claims, losses or damages resulting from or connected in any way to this FitWorks® Rewards Program, including the receipt and use of the reward cards and other rewards.**
 - ii. **All documents relating to the Program, including but not limited to participant challenge entries and Participation Forms become the property of Independent Health and will not be returned.**
 - iii. **By entering to participate in the Program, all participants agree to be bound by these rules and agree that all decisions of Independent Health are final.**
 - iv. **This Program is a Wellness Benefit approved by the State of New York for certain individual and small group health insurance products. As such, it is void when not administered under these plans and is also void where prohibited or restricted by law.**
 - v. **Federal, state and local tax liability, if any, is the sole responsibility of the reward recipient.**
 - vi. **By acceptance of the reward, the recipient 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.**

- vii. The reward may not be transferred or exchanged for cash or a substitute prize. Independent Health reserves the right to substitute a reward of comparable value or suspend the program in the event that circumstances beyond its control prevent it from providing the reward or administering the Program as described in these rules.**