

Independent Health Association, Inc.
“Community All-Stars” 2023 Scholarship Contest
Official Contest Rules & Submission Agreement

1. NOT AN INDUCEMENT TO INSURE: Contest entrant (“Entrant” or “You”) is advised and understands and agrees 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: No purchase is necessary to enter. YOU MUST BE A HIGH SCHOOL SENIOR TO BE ELIGIBLE TO WIN.] This offer is only open to individuals who reside in one of the following counties in New York State: Erie, Niagara, Chautauqua, Cattaraugus, Orleans, Genesee, Wyoming and Allegany. This offer is open to individuals who voluntarily choose to share a story with us. This contest is void outside of these eight counties. 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” include but is not limited to parents (including “in-laws”), spouse, siblings (including “in-laws”) and children (including step-children). 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 9:00 a.m. (Eastern Time) on **January 9, 2023** and ends at 5:00 p.m. (Eastern Time) on **March 3, 2023**. The scholarship selection will take place on March 27, 2023.

4. HOW TO ENTER: Only one entry per qualified student is permitted per category (Community All-Star, Wellness All-Star and Diversity & Inclusion All-Star). Essay entries submitted by qualified students must be a minimum of 350 words to be considered for the scholarship opportunity. Anyone who meets the eligibility requirements set forth above (see #2) can enter by:

(1) Visiting bizjournals.com/buffalo and following the appropriate links to arrive at the page containing the official electronic entry form. Enter the contest by filling out an official “Wellness All-Stars” Scholarship contest entry form and submitting it online by 9:00 a.m. (Eastern Time) on January 9, 2023 through March 3, 2023.

(2) Send a letter via U.S. Mail containing the Entrant’s name, address and telephone numbers (day and nighttime), name of high school, scholarship category and essay, to Independent Health at the following address:

“Community All-Stars” 2023
Scholarship Contest
Attention: Michelle Cioci
465 Main Street
Buffalo, New York 14203

All electronic entries MUST BE RECEIVED ON THE BUSINESS FIRST WEBSITE NO LATER THAN 5 PM (Eastern Time) ON March 3, 2023. All mailed entries MUST BE RECEIVED AT THE ADDRESS LISTED ABOVE NO LATER THAN 5 PM (Eastern Time) ON March 3, 2023.

Independent Health is not responsible for contest entries that (1) 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) are submitted via United States Mail and are not received at the above address by the stated deadline date; (3) are illegible or (4) contain incomplete, false or incorrect information.

5. PRIZE: There will be three (3) scholarships awarded for the chosen students with an approximate total retail value of two thousand five hundred dollars (\$2,500.00) per student. Total value of all prizes is seven thousand five hundred dollars (\$7,500.00).

6. WINNER SELECTION: The scholarship winners will be chosen from all eligible entries by March 27, 2023. The scholarship winners will be chosen based on the submission story which is reviewed by an Independent Health panel. If a story 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, such discretion to be exercised reasonably. All determinations made by Independent Health are final.

7. WINNER NOTIFICATION: The scholarship winners will be notified by letter within five business days of the panel review at the contact information he or she supplied on the contest entry form. The winner's name and school will be posted on the Independent Health website, independenthealth.com, as well as Business First's website, bizjournals.com/buffalo/ and by entering to win the Entrant grants Independent Health the right to put his or her name on its website and for advertising and promotional purposes without any compensation to Entrant.

8. WINNER CLAIMING A PRIZE: The winners must claim his or her prize within thirty days from the latter of the date the mail notice is sent. If the prize is not properly claimed according to the requirements contained in these rules within this thirty day time frame, the prize is forfeited and a new winner will be selected. To claim the prize, the winner must execute an Affidavit of Eligibility and Liability/Publicity Release (the "Release"). In addition, the student will each need to complete a W-9 and return it to Independent Health.

The Release must be read and signed in front of a notary public and returned to Independent Health. If the winning student is under 18 years of age, the parent of the winning student will also need to read and sign in front of a notary public and return to Independent Health. In addition, a Release must also be signed by a representative from the school in front of a notary public and returned to Independent Health. This must be accomplished within the above-referenced thirty-day time frame. In the event that the prize is sent by such means, 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:

As a condition of entry, Entrant releases Independent Health from any claims, losses or damages resulting from or connected in any way to this contest, including the receipt and use of the prize.

By entering to win, the winner grants Independent Health the right to use his or her name, the 'story'

provided in connection with the contest, 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, Entrant or guardian agrees to be bound by these rules and agree that all decisions of Independent Health are final.

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.

The prize may not be transferred or exchanged by the winner for cash or a substitute prize. Independent Health reserves the right to substitute a prize of comparable value or suspend any contest in the event that circumstances beyond its control prevent it from providing the prize or holding the contest which is described in these contest rules.

10. SUBMISSION AGREEMENT: The following additional provisions apply when entrant shares their story with Independent Health, picture image or drawing (collectively "Submission") with Independent Health when entering the contest. Please carefully review the terms and conditions provided below. If Entrant / or guardian understands and agrees, please click on the box proceeding the official rules agreement. By clicking on this box, Entrant or guardian is creating a legal agreement with Independent Health including the terms and conditions that follow:

- Entrant/guardian understands and agrees that providing a Submission to Independent Health is completely voluntary.
- Entrant/guardian represents and warrants that he or she is a high school senior and is at least 18 years of age, or if under 18 their guardian has read or agreed to the conditions of this agreement.
- Entrant agrees that his or her Submission must be about himself or herself.
- Entrant's Submission must be a truthful and an original work and may not use any alias or other means to mask his or her true identity or impersonate any person, business or entity. Entrant's Submission may not be offensive, deceptive, abusive, vulgar, threatening, harassing, libelous, defamatory, obscene, false, misleading, likely to cause confusion, violate any other party's rights, including but not limited to intellectual property rights and rights of privacy, or violate any law.
- Entrant represents and warrants that he or she obtained permission from every person whose name is mentioned or identity is revealed in the Submission to use that person's name or identity in the Submission.
- By providing the Submission to Independent Health, Entrant and/ or their guardian represents and warrants that he or she has the necessary rights in the Submission for the grant of rights under this Submissions Agreement and any "moral rights" in the Submission have been waived.

- Entrant and/or their guardian agrees that Independent Health shall not be obligated to use the Submission or pay Entrant for the Submission.
- If Independent Health chooses to use the Submission in any form of advertising, Entrant and or guardian agrees to execute an Authorization For The Use and Disclosure of Protected Health Information (“Authorization”), if applicable, and assist Independent Health in obtaining an Authorization from any other individual who is mentioned or identified in the Submission.
- Entrant retains all copyright rights in the Submission. However, by offering the Submission to Independent Health, Entrant grants Independent Health a perpetual, nonexclusive, world-wide, royalty-free right to reproduce, distribute, display, publish, adapt and otherwise use and re-use the Submission for any purpose whatsoever in any media currently existing or developed hereafter without any compensation to Entrant or prior notice to Entrant.
- All Submissions may be edited for length, language, clarity and/or functionality. Submissions will not be returned to Entrant, may be added or taken from the site at any time without notice, may be shared with and used by Independent Health staff and contractors and may be shared with legal authorities as required by applicable laws.
- Entrant and or guardian releases and discharges Independent Health from and against all liability, causes of action, suits, proceedings, judgments, damages, claims and demands whatsoever at law or in equity, which Entrant or Entrant’s representatives in any capacity have or may have against Independent Health regarding the use of Entrant’s name, voice, portrait, picture, video, image, identifiable information (including identifiable health information), likeness and endorsement for the project, publicity, promotion, advertising purpose or healthcare operations purpose.
- Entrant and or guardian agrees to defend, indemnify and hold Independent Health and its officers, directors, employees, agents, affiliated entities and service providers harmless from and against any and all claims, damages, obligations, losses, liabilities, costs or debt and expenses (including but not limited to attorney’s fees) arising from the Submission.
- Entrant’s use of the technical features contained in this website that allow Entrant to provide a Submission is governed by Independent Health’s website use terms and conditions, website disclaimers, website security statement and HIPAA privacy notice.
- Neither Independent Health nor any outside entity with whom Independent Health works will be liable for any use or disclosure of the Submission.
- Independent Health has no obligation to review or reply to the Submission sent to us and does not guaranty that the Submission will be reviewed or read.
- Independent Health reserves the right to change due dates for submissions or other specific as it deems necessary in its sole and exclusive discretion.