

Independent Health Association, Inc.
“2023 Bike Month Essay 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 at least eighteen (18) years old 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” 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 12:00 AM (Eastern Time) on May 1, 2023, and ends at 11:59 PM (Eastern Time) on May 24, 2023 (the “Contest Period”). The winner selection will take place on May 26, 2023.

4. HOW TO ENTER: Only one entry per eligible person (each, an “Entrant”) is permitted. Essay entries submitted by Entrants must be original works of authorship by the Entrant and a maximum of 350 words to be considered for the grand prize. Anyone who meets the eligibility requirements set forth above (see #2) can enter by visiting independenthealth.com/bikemonth and following the appropriate links to arrive at the page containing the official electronic entry form. Enter the contest by filling out the official entry form and submitting it online during the contest period. All entries **MUST BE RECEIVED NO LATER THAN 11:59:59 PM on May 24, 2023.**

Independent Health is not responsible for contest entries that (1) are not fully transmitted to Independent Health by the stated deadline date for any reason, including but not limited to technical difficulties; (2) are illegible; or (3) contain incomplete, false or incorrect information.

5. PRIZE: There will be one (1) grand prize awarded for the selected winner with an approximate total retail value of \$470.00 that includes the following:

- Two (2) registrations to SkyRide 2023 with two helmets
- Two (2) annual Reddy Bikeshare memberships (or two \$40 riding credits for existing members)
- One (1) \$200 gift card to Dick’s Sporting Goods
- One (1) Independent Health prize pack

6. WINNER SELECTION: The grand prize winner will be chosen from all eligible entries received during the Contest Period. The winner 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, infringing 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 prize winner will be notified by email or telephone within five (5) business days of the panel review at the contact information he or she supplied on the contest entry form. The prize winner's name will be posted on the Independent Health website at www.independenthealth.com. By entering to win, the Entrant grants Independent Health the right to put his or her name on its website and social media channels for advertising and promotional purposes without any compensation to Entrant. Specific address and telephone information will not be disclosed.

8. WINNER CLAIMING A PRIZE: The prize winner must claim his or her Prize in person or by mail within thirty (30) days from the latter of the date the notice is sent. If the prize is not properly claimed according to the requirements contained in these rules 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").

The Release must be read and signed in front of a witness and must be notarized and returned to Independent Health. The Release will be emailed to the winner and, it must be returned via email or U.S. Mail or another similar delivery mechanism. The prize will then be shipped to the winner once the signed/notarized affidavit is received by Independent Health. However, all of this must be accomplished within the above referenced thirty (30) day timeframe. 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 or Independent Health's corporate offices. As a condition to participating in this contest, Entrant 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 winner 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. 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 an Entrant shares his or her story and image (collectively "Submission") with Independent Health when entering the contest. Please carefully review the terms and conditions provided below. If Entrant 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 understands and agrees that providing a Submission to Independent Health is completely voluntary.
- Entrant agrees that his or her Submission is about himself or herself and does not impersonate any person, business or entity.
- 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 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.
- 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 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 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.
- 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 reserves the right to extend the contest period if fewer than 10 submissions are received.

11. 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.