

Independent Health Association, Inc.
“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 or enrolled in Medicare parts A & B 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 8:00 a.m. (Eastern Time) on October 1, 2021, and ends at 8:00 p.m. (Eastern Time) on December 7, 2021. The grand prize drawing will take place on December 10, 2021. The prize drawings will take place on the dates set forth below in Table 1:

Table 1:

Contest Period	Drawing Date
Week 1 (October 1-October 7)	October 8
Week 2 (October 8 – October 14)	October 15
Week 3 (October 15 – October 21)	October 22
Week 4 (October 22 – October 28)	October 29
Week 5 (October 19 – November 4)	November 5
Week 6 (November 5 – November 11)	November 12
Week 7 (November 12 – November 18)	November 19
Week 8 (November 19 – November 25)	November 26
Week 9 (November 26 – December 2)	December 3
Week 10 (December 3-December 7)	December 10
Grand Prize (October 1 – December 7)	December 10

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. Entry forms will be available via paper entry as well as electronic.
- Meeting with an Independent Health representative at a community seminar and completing an electronic entry form.

5. PRIZES:

- WEEKLY PRIZE: There are 10 prizes being awarded (one winner per week for 10 weeks), each of which is a \$25 Tim Horton's Gift Card.
- GRAND PRIZE: There are nine (9) grand prize winners that will each win the choice of a \$500 Wegmans gift card OR a \$500 Tops gift card.

6. WINNER SELECTION: Each weekly prize winner will be selected from eligible entries submitted during the relevant week of the contest period shown in Table 1 above (i.e. after 12:00 AM on the first date for such week shown in the left hand column, and before 12:00 AM on the second date shown in such column). Each Grand Prize winner will be selected randomly from all eligible entries on December 10, 2021; provided that no person shall be eligible to win more than one (1) Grand Prize. The odds of being selected as the 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.

8. WINNER CLAIMING A PRIZE: The prize winner must claim his or her Prize within thirty (30) days from the latter of the date the notice is sent to the winner. 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") and provide proof of age (photo of driver's license or birth certificate) and Medicare eligibility (photo of Medicare Card).

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(s) will then be shipped to 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 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.