UNITEDHEALTHCARE COMMUNITY CARE AWARD CONTEST
Official Rules

The entrant agrees to be bound by these Official Rules and to accept as final the winner selected by UnitedHealthcare, 9700 Health Care Lane, Minnetonka, MN 55343 (“Sponsor”). All decisions of Sponsor are final and binding on all matters pertaining to the UnitedHealthcare Community Care Award Contest.

1. Eligibility: NO PURCHASE NECESSARY. ENTRANT DOES NOT HAVE TO BE A CUSTOMER OF UNITEDHEALTHCARE IN ORDER TO ENTER. A purchase will not improve the chances of winning. All legal residents of New York who are 18 years+ at entry and own a small business with between 2 – 100 employees based in Central New York, New York, may enter. (Central New York includes the Syracuse Metropolitan area located in Onondaga County, and also includes Cayuga, Cortland, Madison, and Oswego counties.)

Employees, immediate family and household members of employees of Sponsor and its affiliates and Award Program Partners are NOT eligible to enter or win. All federal, state, and local laws and regulations apply. VOID WHERE PROHIBITED AND OUTSIDE OF THE UNITED STATES.

Participation constitutes entrant’s full and unconditional agreement to these Official Rules and to Sponsor’s decisions, which are final and binding in all matters related to the UnitedHealthcare Community Care Award Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein. Sponsor reserves the right to verify the eligibility of winners.

2. Entry Period: Entries may be submitted beginning at 12:00 a.m. Eastern Daylight Time (EDT) on April 10, 2019, and ending at 11:59 p.m. EDT on June 12, 2019 (“Entry Period”).

During the entire Entry Period, the official time of entry will be determined by the timestamp on the online form found on www.uhc.com/communitycare.

3. How to Enter: LIMIT ONE (1) ENTRY PER SMALL BUSINESS AND PER EMAIL ADDRESS. DUPLICATE ENTRIES WILL BE VOIED. During the Entry Period, you may enter by visiting www.uhc.com/communitycare and completing an online entry form and submitting written responses to syracusecca@uhc.com with the following information (the “Entry”):
i. Community Project Description - no more than three hundred (300) words in length;
ii. Value – describe how the community project will benefit the health and wellness of Central New York;
iii. Target Market – provide an estimate of the number of people in Central New York who will benefit from the community project;
iv. Volunteers – provide the number of volunteers needed to execute the community project;
v. Not-for-profit partner – name the not-for-profit organization the entrant will work with.

Multiple participants are not permitted to share the same email address. In the event of a dispute as to any entry, the then-current authorized account holder of the email address will be deemed to be the entrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder to the Sponsor or forfeit the prize. Entries that are incomplete, illegible, corrupted, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified at Sponsor’s sole and absolute discretion. All potential winners are subject to verification before any prize will be awarded. Normal Internet access, phone, and usage charges imposed by your online or phone service may apply.

Entry will not be acknowledged or returned. Please do not submit any sensitive information or individual identifiers/medical information as part of the entry (e.g., no SSN, DOB, etc.).

4. Finalist and Winner Selection:
A. Finalist Selection: Five (5) finalists (“Finalists”) will be selected from all eligible entries received during the Entry Period by a committee made up of Sponsor’s employees and partner organizations, (“Finalist Judges”), based on the Judging Criteria. On or before May 22, 2018, each Finalist will receive email notification that s/he has been selected. In the event that a Finalist email notification is returned as undeliverable, or a Finalist does not submit a signed Affidavit of Eligibility and Release and an Agreement to Participate on or before May 30, 2018, then the Finalist Judges shall select an alternate Finalist based on the Judging Criteria until five (5) Finalists have been selected and duly qualified under these Official Rules. This is NOT a game of chance. Winners will be selected based on the merit of their ideas by the Finalist Judges.

B. Grand Prize Winner Selection: Each Finalist must appear in person to present their Entry (“Presentation”) to a panel of five (5) judges at Tech Garden, 235 Harrison St, Syracuse, NY 13202. The Presentation shall be no longer than ten (10) minutes in length and may include a slide or PowerPoint presentation, digital demonstration or display of the community service project. The Presentation should address all of the Finalist Judging Criteria as set forth in Section 5(A). Following the Presentation the Grand Prize Judges may engage the entrant in a question and answer session of no longer than five (5) minutes in length.

One (1) Grand Prize Winner will be selected from the Finalists by the Grand Prize Judges based on the Grand Prize Winner Judging Criteria. The Grand Prize
Winner will be announced on June 24, 2019 at the live event to be held at Tech Garden, 235 Harrison St, Syracuse, NY 13202.

5. **Judging Criteria:**
The following judging criteria (“Judging Criteria”) shall be used to judge the entries in the Finalist Selection and Grand Prize Winner Selection, respectively:

A. Finalist Judging Criteria:
   i. Creativity/Uniqueness of the Entry;
   ii. Clarity of the description of the community project;
   iii. Number of volunteers involved in the community project;
   iv. How well defined the goals and objectives of the community project are;
   v. Degree to which the community project helps improve the health and wellness of the community; and
   vi. Feasibility of completing the project.

B. Grand Prize Winner Judging Criteria:
   i. Clarity of Presentation;
   ii. Creativity/Uniqueness of the Entry;
   iii. Clarity of the description of the community project;
   iv. Number of volunteers involved in the community project;
   v. How well defined the goals and objectives of the community project are;
   vi. Degree to which the community project helps improve the health and wellness of the community; and
   vii. Feasibility of completing the project.

6. **Prize:** One (1) Qualified Grand Prize Winner will receive $10,000 (“Grand Prize”):

A. Grand Prize Conditions:
   i. Grand Prize Winner may not substitute, assign or transfer the prize; however, Sponsor reserves the right to make equivalent prize substitutions at its sole discretion. Sponsor will not replace any lost or stolen prizes or components of a prize(s). Prize cannot be used in conjunction with any other promotion or offer.

7. **Conditions of Entry:**
A. Entrants agree to abide by these Official Rules and the decisions of Sponsor, the Finalist Judges and the Grand Prize Judges, which are final and binding on all matters pertaining to the UnitedHealthcare Community Care Award.

B. Entrant agrees to participate in an on-camera interview on the day of the Grand Prize Presentation. The interview will be included in a compilation video that will be displayed on www.uhc.com, in promotional materials for the UnitedHealthcare Community Care Award.
C. If selected as a Finalist, Entrant agrees to appear in person to present their entry. If they do not attend, their place as a finalist will be forfeited.

D. Any photographs, videos or other materials submitted must be original works created by the entrant, or works to which the entrant owns all copyrights and patents, and the entrant warrants and represents that the entrant is the owner of any and all copyrights and patents in the Entry and any and all content, materials, photographs or videos and such submissions do not violate or infringe the rights of another person or entity, including but not limited to the right of privacy, the right of publicity, copyright(s), patent(s), trademarks or brand names, or any other intellectual property right(s).

E. Entrant acknowledges that the entrant has sufficient permission of all recognizable persons appearing in the photographs (if any) to be able to grant Sponsor the right to publish the photograph or video submission on-line, in print, and in any other media.

F. Entry must not contain any content that is lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, or that otherwise contains inappropriate content or objectionable material as determined by UnitedHealthcare in its sole discretion.

G. The photograph and video shall not contain any watermarks, time/date stamps, decorative borders or other types of text overlays.

H. By entering the UnitedHealthcare Community Care Award Contest, entrant permits the Entry to be posted, displayed, published and otherwise used by Sponsor, including without limitation, for display of winning entries, promotion of or reporting on the Award.

I. Except where prohibited by law, the Entry constitutes permission to use the entrant’s Entry, entrant’s name, city of residence, photograph and any statements regarding the UnitedHealthcare Community Care Award for editorial, public relations, promotional and advertising purposes without compensation.

J. Sponsor reserves the right, in its sole discretion, to reject, disqualify, modify, edit and revise any Entry. Sponsor reserves the right, in its sole discretion, to verify any element of any Entry or related materials and to disqualify any entrant whose participation may subject the UnitedHealthcare Community Care Award, Sponsor, or Sponsor’s advertisers, clients or customers to controversy, negative publicity, scorn and/or ridicule.

K. Sponsor is not responsible for, and shall not be liable for, any problems connected with the Internet portion of the UnitedHealthcare Community Care Award, including (i) technical failures of any kind, including but not limited to the malfunctioning of any cable, computer, network, satellite, server, system,
telephone line, electronic or internet hardware or software; (ii) any telephone, service provider, internet, website, or usenet inaccessibility or unavailability; (iii) unauthorized human intervention in any part of the entry or award process; (iv) typographical or other errors in the offer or administration of the UnitedHealthcare Community Care Award, including but not limited to, errors in the advertising, official rules, selection of winners and distribution of prizes; and (v) garbled or jumbled transmissions, or other electronic errors in the processing of entries or administration of the UnitedHealthcare Community Care Award.

L. Sponsor reserves the right, in its sole discretion, to suspend or cancel the UnitedHealthcare Community Care Award if a computer virus, bug, worm, other technical problem or any other factor beyond Sponsor’s reasonable control interferes with the administration, security, integrity, or proper play of it. In the event of cancellation, Sponsor reserves the right to award the prize to eligible entries received prior to the date of cancellation. Sponsor reserves the right, in its sole discretion, to disqualify any person tampering with the entry process, the operation of the web-site or otherwise in violation of these rules. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

M. Sponsor, and its respective partners, affiliates, subsidiaries, and agents assume no responsibility for lost, misdirected, damaged, incomplete, incorrect, altered, or illegible entries. The use of automated entry devices or any other conduct that impedes the integrity of the UnitedHealthcare Community Care Award is prohibited. Entries and the information contained therein become the property of Sponsor and will not be returned. Entries made through the internet are deemed to be made by the authorized account holder of the email address at the time of submitting the Entry.

N. The finalists and the Grand Prize Winner must each sign an Affidavit of Eligibility and Release and an Agreement to Participate and return both to Sponsor so that Sponsor receives both documents within seven (7) days of their delivery to Finalist or Grand Prize Winner. Each affidavit must be signed by a person with legal authority to bind the entrant. Failure to comply will result in forfeiture of all rights to any prize, and an alternate Finalist and/or Grand Prize Winner will be selected.

O. By submitting an Entry, entrant grants to Sponsor, and to its licensees, successors and assigns, and any person or entity acting on its behalf, the irrevocable right and license to use, publish, sublicense, edit, transmit and distribute the Entry, including, without limitation, the submitted photograph, in all media, throughout the world, in perpetuity, and for any purpose (including advertising, publicity, and/or trade purposes), without notice to Grand Prize Winner and without further compensation. Entrant releases, holds harmless, and indemnifies Sponsor for all claims arising out of entrant’s use or non-use of the Entry as provided herein.
P. The Grand Prize Winner is solely responsible for all federal, state and/or local taxes, and the reporting consequences of those taxes and for any other fees or costs associated with the prize. The potential prize winner may be required to execute an affidavit of eligibility, and a release of liability from any claims for damages, losses, or injury against the Sponsor.

8. Privacy/Publicity Releases:
By entering and providing the required entry information, entrants acknowledge that Sponsor may send entrant information, samples or special offers it thinks may be of interest to entrant about its publication or other complementary goods offered by Sponsor and/or information and special offers of Sponsor or other companies it may carefully select. YOU MAY OPT-OUT OF RECEIVING ANY SUCH INFORMATION, SAMPLES OR OTHER SPECIAL OFFERS FROM SPONSOR AT ANY TIME. AN OPT-OUT ELECTION WILL NOT AFFECT YOUR ODDS OF WINNING.

Entrant agrees that Sponsor shall have the right to combine the Entry and any of the materials supplied by entrant, with such other material as Sponsor in its sole discretion shall determine, and further agrees that it shall not have any right of approval, claim to compensation or benefits claim, including without limitation, claims based upon invasion of privacy, defamation, or right of publicity arising out of any use of names or biographical and/or corporate information.

Information collected from entrants is subject to the Sponsor’s Privacy Policy, which can be found at https://www.uhc.com/privacy. Sponsor and Sponsor’s agents, affiliates, subsidiaries, representatives or service providers may use entrants’ and/or referrals’ personal information submitted with entry for purposes of prize fulfillment and/or for future marketing by Sponsor, such as to notify them of a product or promotion that Sponsor thinks may be of interest.

9. Other Releases:
Entrants agree to release and hold harmless Sponsor, from and against any claim or cause of action arising out of their participation or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) errors in the administration or the processing of entries; or (e) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant’s participation or receipt of any prize. Entrant further agrees that in any cause of action, Sponsor’s liability will be limited to the cost of entering and participating in the UnitedHealthcare Community Care Award, and in no event shall Sponsor be liable for attorney’s fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to punitive, consequential, direct, or indirect damages.

10. Dispute Resolution:
Except where prohibited, by participating in the UnitedHealthcare Community Care Award Contest, entrants agree that: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and Sponsor and its agents shall be governed by and construed exclusively in
accordance with the laws of the state of Minnesota without giving effect to any principles of conflicts of law of any jurisdiction. Entrant agrees that any action at law or in equity arising out of or relating to the UnitedHealthcare Community Care Award, or awarding of the prizes, shall be filed only in the state or federal courts located in the state of Minnesota and entrant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action. Except where prohibited, by participating in the UnitedHealthcare Community Care Award, entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with it, or awarding of the prizes, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in it, but in no event attorneys' fees; and (c) under no circumstances will any entrant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

11. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.