

Independent Health Foundation, Inc.
HealthCheck Challenge
Official Rules

1. ELIGIBILITY: No purchase is necessary to enter. The “HealthCheck Challenge” (the “HealthCheck Challenge” or “Challenge”) is open to elementary school teachers/staff: (i) who are employed by Eligible Schools; (ii) have responded to an invitation from Independent Health Foundation, Inc. to participate in the HealthCheck Challenge and (iii) have met the entry conditions set forth below in paragraph 3 (“Eligible Participants”). “Eligible School” means an elementary school: (a) located in the counties of Erie, Niagara, Chautauqua, Cattaraugus, Orleans, Genesee, Wyoming or Allegany, New York; that (b) has registered, on or before October 1, 2017, to participate in the Independent Health Fitness for Kids Challenge for the 2017-2018 school year, on the website (www.fitnessforkidschallenge.com) (the “Fitness for Kids Challenge”). Independent Health Foundation, Inc. (“IHF”) is the sponsor of the Challenge. Employees of IHF, Independent Health Association, Inc., and their respective affiliates (collectively, “Independent Health”), as well as members of each of their families (spouses, parents, children, and siblings and their spouses) and those living in the same household of each are not eligible.

2. CHALLENGE PERIOD: The “Challenge Period” begins on October 1, 2017 and ends on June 1, 2018.

3. HOW TO ENTER: To participate in the Challenge, Eligible Participants must:

(i) Go on the HealthCheck website (<https://healthcheck.limeade.com>) (the “Website”) and create an account with their **school email address** before the end of the Challenge Period.

(ii) Complete one or more of the health and wellness challenges described on the Website (each, a “Teacher Activity”);

(iii) Track at least 50 points worth of self-reported Teacher Activities on the Website during the Challenge Period. The points associated with each Teacher Activity is set forth on the Website; and

(iv) satisfy the Student Participation Threshold.

The Student Participation Threshold is a measurement based on the activity of the students in Eligible Participant’s class under the Fitness for Kids Challenge (each, a “Student Activity”). In connection with the Fitness for Kids Challenge, the Eligible Participant will be required to disclose the size of his or her class, and report on a monthly basis whether students in the class have participated in certain Student Activities. The percentage of students that have completed Student Activities will be calculated each month, and aggregated at the end of the Fitness for Kids Challenge. For purposes of the HealthCheck Challenge, aggregate student participation for the Eligible Participant’s class must be fifty percent (50%) or more (the “Student Participation Threshold”). For example, if an Eligible Participant has a class with twenty (20) students, during six (6) monthly measurement periods under the Fitness for Kids Challenge, the Student Participation Threshold would be met if ten (10) students completed a Student Activity in each of the six (6) months; or if all twenty (20) students completed a Student

Activity in each of three (3) months.

4. PRIZES: Upon the close of the Challenge Period, all Eligible Participants who tracked a minimum of 50 points through Teacher Activities reported on the Website will be awarded a prize in connection with the Challenge (each, a “Prize”). When notified, Winners of Prizes (“Winners”) will be able to choose if they would like their gift card from Tops, Wegmans, or ALDI. Winners will be notified via their school email address and Prizes will be mailed to Winners at the address provided.

- 50 points: \$10 Gift Card
- 75 points: \$25 Gift Card
- 100 points: \$35 Gift Card
- 150 points: \$50 Gift Card
- Top points: \$150 Gift Card

The grand Prize is a \$150 gift card from Tops, Wegmans, or ALDI, awarded to the Eligible Participant with the most HealthCheck points tracked during the Challenge Period. In the event of a tie between Eligible Participants for the grand Prize, the grand Prize Winner will be selected via a random drawing.

5. LIMITATIONS OF LIABILITY: 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 HealthCheck Challenge, 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 HealthCheck Challenge, use of any prizes, or travel to/from or attendance at any event relating to the HealthCheck Challenge. 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 HealthCheck Challenge entries or communications, whether caused by the sender or by any of the equipment or programming associated with or used in this Challenge, or by any human error which may occur in the execution of this Challenge. If, for any reason, the HealthCheck Challenge 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 HealthCheck Challenge and/or determine an alternate method of awarding the Prize(s). By entering, participants agree to release Independent Health Association, Inc., Independent Health Foundation, Inc. and each of their respective parents, subsidiaries, affiliates, directors, officers, employees and agents from any and all liability, loss or damage of any kind incurred with respect to the HealthCheck Challenge and any Prize won.

7. GENERAL TERMS: Failure to conform to all HealthCheck Challenge 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 an Eligible Participant’s proper participation in the Challenge, and rule ineligible participants who, in Independent Health’s sole judgment, engage in fraudulent or other abusive conduct with respect to the HealthCheck Challenge. Independent Health reserves the right to cancel, suspend and/or modify this HealthCheck Challenge and these Official Rules at any time,

which changes will become effective upon announcement. By taking part in this HealthCheck Challenge, participants agree to be bound by these rules and all decisions of the judges, who are employees of Independent Health and whose decisions with respect to all aspects of the HealthCheck Challenge are final and binding. Copies of written HealthCheck Challenge rules and, where required by law, the list of winners are available during regular business hours at 511 Farber Lakes Drive, Buffalo, NY 14221, for 60 days after the Challenge Period concludes. As a condition to participating in this HealthCheck Challenge, 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 HealthCheck Challenge 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 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.