

BLUE CROSS AND BLUE SHIELD OF NORTH CAROLINA
Charlotte Center Grand Opening Sweepstakes
Official Rules and Mandatory Disclaimers

OFFICIAL RULES

No purchase necessary to ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Entrant must be 18 years of age or older and a legal resident of NORTH CAROLINA AT TIME OF ENTRY. Void outside of North Carolina and where prohibited or restricted by law.

1. **ELIGIBILITY:** Entrant must be 18 years of age or older and a legal resident of North Carolina at time of entry. Void outside of North Carolina and where prohibited or otherwise restricted by law. Blue Cross and Blue Shield of North Carolina (“Sponsor” or “Blue Cross NC”), Guidewell, and each of their respective officers, directors, employees, agents, licensors, assigns, agencies, affiliates, parents, subsidiaries and their promotional partners, sales representatives, and promotion and other vendor agencies involved in this promotion (collectively, the “Released Parties”) and the immediate family (parents, spouses, siblings, children and their respective spouses, regardless of where they reside) and household members, whether or not related, of all such employees, are NOT eligible to enter or win. By participating, Entrant agrees to be bound by these Official Rules and the decisions of Sponsor (including all decisions with respect to the selection of winners and the interpretation of these Official Rules), which are binding and final on matters relating to this Charlotte Center Grand Opening Sweepstakes (the “Sweepstakes”). Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

2. **PROMOTION TIMING AND ENTRY PERIOD:** The Sweepstakes starts at 11:00 a.m. Eastern Time (“ET”) on October 2, 2018 and ends at 7:30 p.m. ET on October 2, 2018 (“Promotion Period”). Eleven (11) winners will be selected on October 3, 2018 (“Selection Date”).

3. **HOW TO ENTER:** To enter this Sweepstakes:

Entrants must register at the Charlotte grand opening event on October 2, 2018 between 11:00 a.m. ET and 7:30 p.m. ET. Entrants will be required to complete and submit an activity form demonstrating that they visited all stations at the grand opening event. Visits to each station will be recognized by a stamp on the activity form.

Limit of one entry per person regardless of method of entry. All entries for the Sweepstakes must be received by 7:30 p.m. ET on the last day of the Promotion Period as outlined in section 2 above to be eligible. Winners will be selected from all valid entries received during the Promotion Period.

Any attempt by any person to submit entries by using any other methods will void that person's entry and that person will be disqualified. Entries containing any of the following will be disqualified, as determined by Sponsor in its sole discretion: nudity; lewd or profane material; material that violates or infringes on another's rights, including privacy, publicity or intellectual property; material that is hateful or defamatory; material that promotes bigotry, racism, or harm against a group or individual or promotes discrimination; material that is unlawful or in violation of or contrary to the laws or regulations in any state; or material deemed by Sponsor, in its sole discretion, to be otherwise inappropriate. Sponsor makes the final determination as to which entries are eligible to take part in the Sweepstakes. By entering, Entrant agrees that all entries become the property of Sponsor and will not be acknowledged or returned. By entering, each Entrant i) warrants that the entry is original, non-confidential and legally created by the Entrant, and ii) grants Sponsor the perpetual, unlimited and irrevocable right to post, publish, adapt, edit, make derivative works and/or otherwise use the entries in any manner, including copyright, and in any media now known or hereafter developed. The Released Parties and each of their respective agencies, affiliates, parents, subsidiaries and their promotional partners, sales representatives, distributors, directors, officers, employees, agents, assigns, and successors-in-interest and any advertising, promotion or other vendor agencies involved in this promotion are NOT responsible for any lost, late, or misdirected entries or prize notifications.

4. ADDITIONAL CRITERIA FOR PLEDGE ENTRY: Entry must be entrant's original creation and must not include material that infringes any party's copyrights or trademarks, that is previously published, or that names or identifies any individual other than a child or legal ward

of the Entrant. Submission must not defame or invade the rights or privacy of any person, or otherwise infringe upon any third party's personal, proprietary or intellectual rights. Submission must be consistent with the Sponsor's brand reputation in the marketplace and must be suitable for audiences of all ages. Entry cannot include or involve any of the following: nudity, obscenity, crude, vulgar or offensive language; violence, explicit sexual language; phone numbers, personal addresses (physical or email or otherwise); website or web page links; derogatory characterizations of any ethnic, racial, sexual or religious groups or content that would humiliate other people (publicly or otherwise), any assault or threatening of others. Entries containing prohibited content or otherwise in violation of these Official Rules, or containing any other content, display, materials and/or images that are or could be considered infringing of third party intellectual property rights, inappropriate, unsuitable or offensive, as determined by Sponsor in its sole discretion will be disqualified.

5. DETERMINATION AND NOTIFICATION OF PRIZE WINNERS: Eleven (11) Prize winners will be selected on the Selection Date outlined in Section 2 above by random drawing from among all eligible entries received during the Promotion Period by Blue Cross NC, whose decisions on all matters relating to the Sweepstakes are final. The potential Prize winners will be notified by electronic message to the email account indicated on the activity form for purposes of Sweepstakes administration on or about five (5) business days after the Selection Date. This message will contain information on the eligibility documentation set forth in section 7 below. Sponsor must receive a response to such notification from the potential Prize winners within three (3) calendar days following the date notified and the potential Prize winners must complete the eligibility documentation set forth in Section 7 below within five (5) calendar days of the notification that the Entrants are potential Prize winners. If any potential Prize winner is not in compliance with these Official Rules, if notification or prize is returned as undeliverable, or if Sponsor is unable to contact a potential Prize winner within the above time period, such potential Prize winner will forfeit the prize in its entirety and an alternate Prize winner will be selected at random from among the remaining eligible entries received during the Promotion Period. Final designation as a Prize winner depends on verification of eligibility as determined by Sponsor, including but not limited to the requirements set forth in Section 7 below.

6. PRIZES AND APPROXIMATE RETAIL VALUES (“ARV”): Odds of winning depend on the number of eligible entries received during the Promotion Period. Odds of winning are equal, regardless of the method of entry. Limit one (1) Prize per person for the Promotion Period. Eleven (11) winners will be selected on the Selection Date outlined in Section 2 above. The potential prizes for the Promotion Period and the Approximate Retail Value (“ARV”) are as follows. Each prize will be randomly awarded to one of the eleven (11) randomly selected winners.

Potential Prizes:

Four (4) Healthy Cooking Themed Gift Baskets. (ARV \$100.00 each)

Four (4) Fitness Themed Gift Baskets. (ARV \$100.00 each)

Three (3) Fitbits (Alta HR). (ARV \$129.00 each)

Prizes do not include transportation, tips, gratuities; all incidental expenses; and all other costs and expenses not otherwise expressly mentioned herein. All federal state and local taxes on a prize are the sole responsibility of the winner. Sponsor will comply with necessary tax obligations. Prize is non-transferable and no substitution or cash equivalent is allowed except in Sponsor’s sole discretion. Sponsor reserves the right to substitute the prize with one of the same approximate retail value. Prize consists only of items specifically listed as part of the prize. All costs and expenses not specified herein as being provided are the sole responsibility of the Winners. All prize details are at the Sponsor’s sole discretion.

These are estimated values only.

7. WINNER DOCUMENTATION: Following winner notification, as described in Section 5, potential Prize winners will be required to complete a Prize Acceptance document, Publicity Release, and W9 tax documents, if applicable, within five (5) calendar days of the notification that the Entrant is a potential Prize winner. If any potential Prize winner is not in compliance with these Official Rules or if a potential Prize winner fails or refuses to execute any required documents or does not satisfy all terms and conditions of these Official Rules, such potential Prize winner will forfeit the Prize in its entirety and an alternate Prize winner may be selected, time permitting. An alternate Prize winner, if needed, will be selected from among the remaining eligible, non-winning entries for the Promotion

Period. The Prizes will be fulfilled within the time specified for each Prize and at the discretion of Sponsor.

8. ASSIGNMENT OF RIGHTS: Entrant grants to Sponsor and Sponsor's designees a royalty-free, sub-licensable, transferable license and right to exploit the copyright in his/her entry, and any ancillary and subsidiary rights therein, in any medium through the world in perpetuity for editorial, educational, promotional, publicity, or advertising purposes, including without limitation the right to edit, publish, use, adapt, exploit, modify, copy, disseminate, or dispose of the entry without further compensation or notification of any kind (the "License"), except as prohibited by law. Entrant explicitly acknowledges and agrees that Sponsor reserves the right to publish any or all content of the entrant's entry with or without first and last name credit to the Entrant; and entries that attempt to restrict this right will not be considered.

9. PUBLICITY RELEASE: Each Winner grants to Sponsor and Sponsor's designees the right to the use of Winners first/last name, address (city/state), picture, likeness, voice, video, biographical information and statements, and prize information, at any time or times, for advertising, trade, publicity and promotional purposes, in all media now known or hereafter discovered, worldwide and on the Internet and World Wide Web, without notice, review or approval and without additional compensation, unless prohibited by law.

10. ADDITIONAL TERMS: By entering, Entrant agrees to accept and abide by these Official Rules and agrees that any dispute with regard to the conduct of this Sweepstakes, rule interpretation or award of Prize, shall be resolved by Sponsor, whose decision shall be binding and final. By participating, Entrant agrees to release and hold harmless the Released Parties from any injury, loss or damage to person or property, including death or property damage due in-whole or in-part, directly or indirectly to the acceptance, use, or misuse of a prize, participation in any Sweepstakes-related activity, or participation in the Sweepstakes. Sponsor is not responsible for any typographical, printing, or other error in the printing of these Official Rules, or any network, computer, mechanical, electronic, human or other errors or problems in connection with this Sweepstakes, including, without limitation, any errors or problems which may occur in connection with the administration of the Sweepstakes, the delivery of any messages, or in the announcement of prizes, including such

error that may give an erroneous indication that a prize has been won. In the event the Sponsor is prevented from continuing with this Sweepstakes, or the integrity and/or feasibility of the Sweepstakes is undermined by any event including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order or regulation, order of any court or jurisdiction, or other cause not reasonably within the Sponsor's control (each a "Force Majeure" event), the Sponsor shall have the right, in its sole discretion, cancel or terminate the Sweepstakes without notice or further obligation. If the Sponsor, in its discretion, elects to terminate or cancel the Sweepstakes as a result of a Force Majeure event, the Sponsor reserve the right, but shall have no obligation, to award the prize from among all valid and eligible entries received for the applicable drawing up to the time of such Force Majeure event. All entries become the property of the Sponsor and are not returnable. Neither Sponsor nor any of the Released Parties shall be responsible for any limitations that prevent a Prize winner from accepting or using the awarded Prize. All Prizes are awarded "as is" with no guarantees or warranties, either express or implied. The Sponsor and Released Entities make no representations or warranties in connection with the Promotion or any of the Prizes and expressly disclaim all warranties and rights implied by statute or otherwise, including warranties of merchantability and fitness for a particular purpose, to the maximum extent permitted by law.

11. LIMITATIONS ON LIABILITY: The Released Parties are not responsible for illegible, lost, late, damaged, destroyed, inaccurate, delayed, incomplete, unintelligible, non-delivered, misdirected, stolen entries; or for incomplete, inaccurate, lost, interrupted or unavailable network, satellite, telephone networks or lines, cellular towers or equipment (including handsets), computer on-line systems, computer equipment, software, viruses or bugs, servers or providers, or other connections, availability or accessibility; or for unauthorized access to, or alteration of entries; or miscommunications, failed computer, telephone, cellular, satellite, or cable transmissions, lines or other technical failure; or for jumbled, scrambled, delayed, or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties; or for any other errors of any kind, whether human, technical, mechanical, electronic or network, including, without limitation, any errors which may occur in

connection with the administration of the Sweepstakes or in any Sweepstakes-related materials; or for the incorrect or inaccurate capture of entry or other information, or the failure to capture any such information. Persons who tamper with or abuse any aspect of the Sweepstakes or Web site, as solely determined by the Sponsor, will be disqualified (and all associated entries will be void), and Sponsor reserves the right to terminate such entrant's eligibility to participate in this or any other promotion offered by Sponsor. Entries generated by robotic, programmed, script, macro or other automated means or by any means which subvert the entry process will be disqualified. Released Parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from the Web site. Should any portion of the Sweepstakes be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend or terminate the Sweepstakes, and select winners for the corresponding drawing from all non-suspect, eligible entries received for such drawing(s) prior to action taken or as otherwise deemed fair and appropriate by Sponsor. Without limiting the release provided above, and for greater certainty, Released Parties will not be liable for (a) any incomplete or inaccurate information, whether caused by wireless device users or by any equipment or programming associated with or utilized in the Sweepstakes, or by any technical or human error which may occur in the processing of entries; (b) the theft, destruction or unauthorized access to, or alteration of, entries; (c) any problems with or technical malfunctions of telephone networks or lines, computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (d) any failure of any message to be received by or from Sponsor for any reason including but not limited to traffic congestion on the Internet or wireless waves or at any Web site or combination thereof; or (e) damage to a participant's or other person's system or equipment occasioned by participation in this Sweepstakes. In the event of a dispute as to ownership of a winning entry, the authorized account holder of the email account at the time of entry used to enter will be deemed to be the Entrant and must comply with these Official Rules. "Authorized account holder" is deemed as the natural person who is assigned to an email account.

12. APPLICABLE LAWS AND JURISDICTION: This Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the state of North Carolina. All disputes arising out of or connected with this Sweepstakes will be resolved individually, and without resort to class action, exclusively by a state or federal court located in North Carolina. Should there be a conflict between the laws of the state of North Carolina and any other laws, the conflict will be resolved in favor of the laws of the state of North Carolina. All judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Sweepstakes and shall not include any indirect, punitive, incidental and/or consequential damages.

13. WINNER'S LIST: For the names of the Prize winners, send a self-addressed, stamped envelope postmarked by November 3, 2018 to: Blue Cross NC, Charlotte Center Grand Opening Sweepstakes, P. O. Box 2291 Durham, NC 27702-2291.

Sponsored 2018 by Blue Cross and Blue Shield of North Carolina, 4615 University Drive, Durham, NC 27707.

Blue Cross and Blue Shield of North Carolina is an independent licensee of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans.

MATERIAL DISCLOSURE FOR ALL ADVERTISING, WEBSITE, ETC.

NO PURCHASE NECESSARY; void where prohibited. For rules, including how to enter, prizes and odds of winning, go to www.BlueCrossNC.com/Centers/Charlotte. Enter between 11:00 a.m. ET on October 2, 2018 and 7:30 p.m. ET on October 2, 2018 (“Promotion Period”). Eleven (11) winners will be selected on October 3, 2018. The potential prizes for the Promotion Period and the Approximate Retail Value (“ARV”) are four (4) healthy cooking themed gift baskets (ARV \$100.00 each), four (4) fitness themed gift baskets (ARV \$100.00 each) and three (3) Fitbits (Alta HR) (ARV \$129.00). Each prize will be randomly awarded to one of the eleven (11) randomly selected winners. Limit 1 entry per person during the Promotion Period. Limit 1 prize per person during the Promotion Period. Sponsored by Blue Cross and Blue Shield of North Carolina, 4615 University Drive, Durham, NC 27707. Blue Cross and Blue Shield of North Carolina is an independent licensee of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans.