

**HEALTHCHECK360 “MYCARE 360 DOWNLOAD & WIN” SWEEPSTAKES (THE
“PROMOTION”)
OFFICIAL RULES AND REGULATIONS**

This Sweepstakes begins at 12:00:00 AM Central Time (CT) on May 1, 2020 and ends at 11:59:59 PM Central Time (CT) on July 31, 2020. The Download & Win Sweepstakes (the “Promotion” or “Sweepstakes”) is intended for viewing and participation in the United States of America, Washington D.C., and U.S. Territories only. Please do not enter if you are not a legal resident of, and not located in, the United States of America, Washington D.C., or U.S. Territories at time of entry. VOID WHERE PROHIBITED BY LAW.

- 1. PROMOTION PERIOD:** The Promotion starts May 1, 2020 at 12:00:00 AM Central Time (CT) and ends July 31, 2020 at 11:59:59 PM Central Time (CT) (the “Promotion Period”).
- 2. WHO CAN PARTICIPATE (ELIGIBILITY):** Entry is open to individual legal residents of the United States of America, Washington D.C., and U.S. Territories who are age 18 or older as of May 1, 2020. To enter and be eligible to win, you must be a legal resident of the 50 United States, or Washington, D.C., be 18 years of age or older at the time the Sweepstakes starts, be an active participant of the HealthCheck360 Condition Management Program, have a valid email address, and myCare360 account. Employees (and their immediate families and members of the same household) of HealthCheck360 (the “Sponsor”), and their affiliates, parent, subsidiaries, or service agents and each of their respective shareholders, officers, employees, directors, or successors (collectively, the “Released Parties”) are not eligible. The Sweepstakes is void outside the 50 United States, Washington, D.C., and where prohibited by law. Sweepstakes is subject to all applicable federal, state, and local laws.
- 3. HOW TO ENTER:** You can enter the Promotion by downloading the myCare360 mobile app on the Apple or Google App Stores (the “App”). Once you download the App, create an account or log-in and connect a tracking device or app on the “Connect Apps & Devices” page to get one (1) entry into the Promotion.

ENTRY PERIODS: During the period beginning May 1, 2020 at 12:00:00 AM Central Time (CT) and ending July 31, 2020 at 11:59:59 PM Central Time (CT), this promotion offers three (3) different Entry Periods (each, an “Entry Period” and collectively the “Entry Periods”), (for the purposes of this Promotion, each “Day” will start at 12:00:00 AM CT and end at 11:59:59 PM CT):

- (1) May 1, 2020 and ending on May 31, 2020.
- (2) June 1, 2020 and ending on June 30, 2020.
- (3) July 1, 2020 and ending on July 31, 2020.

ENTRY LIMIT: There is a limit of one (1) Entry per account/person/email address per each Entry Period. For the purposes of this Promotion, each “Day” will start at 12:00:00 AM Central Time (CT) and end at 11:59:59 PM Central Time (CT). Each promotion post will describe only one (1) entry mechanism for that Entry Period.

GENERAL ENTRY DETAILS: Automated entries are prohibited and any such use will cause disqualification. Entrants may not enter with multiple email addresses/accounts nor may entrants use any other device or artifice to enter multiple times or as multiple entrants. If it is discovered that you have entered or attempted to enter the Promotion more than **once** per entry period during the promotion, or have attempted to enter multiple times using multiple identities or accounts, all of your Entries will be declared null and void, and any prize you might have been entitled to will not be awarded. Each Entry must comply with the Entry requirements set forth in this agreement. Entries may

be screened by the Sponsor for apparent compliance with these Official Rules. Presence of an Entry on the Website or app is not a confirmation, representation or warranty by the Sponsor or any of its representatives that the Entry is compliant with these Rules. Sponsor's decisions with respect to whether an Entry complies with these Official Rules are final and binding and may be made by Sponsor at any time. Entries that do not meet the requirements set forth in these Official Rules may not be acknowledged and may be automatically disqualified, in the sole discretion of the Sponsor. Sponsor is not responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Promotion, Website, or app or by any technical or human error which may occur in the processing of the entries.

By submitting an Entry, entrants agree to indemnify and hold Promotion Entities (as defined in Rule #2), harmless from and against any and all claims, demands, actions, causes of action, damages, costs or expenses brought against or suffered or incurred by the Promotion Entities, or any of them, arising out of or in connection with the participation by the entrants in this Promotion, any breach by the entrants of the foregoing warranties or agreements or the use, in whole or in part, by any Promotion Entity of any Entry (or portion thereof) submitted by the entrants in this Promotion. **By participating, entrants agree to these Official Rules and Regulations, which are final and binding in all respects.**

ENTRY REQUIREMENTS: By submitting an Entry into the Promotion, you warrant and represent that the Entry conforms to the Official Rules, the rules set forth on the Website, and the Entry Requirements set forth herein.

EACH ENTRANT WARRANTS TO THE PROMOTION ENTITIES THAT HIS OR HER ENTRY DOES NOT CONTRAVENE OR INFRINGE ON ANYONE ELSE'S COPYRIGHT OR OTHER INTELLECTUAL PROPERTY, MORAL RIGHTS, PRIVACY OR PUBLICITY RIGHTS.

If you think that any Entry infringes your intellectual property rights, report it by mail to: Legal Department, HealthCheck360, 800 Main Street, Dubuque, IA 52001, or via email:

support@healthcheck360.com. ENTRIES POSTED TO THE WEBSITE WERE NOT EDITED BY SPONSOR AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants. Sponsor reserves the right to waive the Promotion Entry requirements set forth herein in its sole discretion. Sponsor reserves the right, in its sole discretion, during or upon completion of the Promotion Period, or during or upon completion of any daily or promotion Entry Period, to request that any entrant resubmit his or her Entry which fails to comply with the Promotion Entry requirements. By submitting an Entry, you agree that your Entry is gratuitous and made without restriction, and will not place Sponsor under any obligation, that Sponsor is free to disclose the Entry and the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. Sponsor reserves the right to, and may or may not, monitor/screen Entries. By entering, you acknowledge that Sponsor has no obligation to use or post any Entry you submit. You acknowledge that, by acceptance of your Entry, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you. By submitting an Entry you warrant and represent that it: (a) is your original work, (b) has not been previously published, (c) has not won previous awards, (d) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; and (e) and that posting of the Entry via various media including Web posting, will not infringe on the rights of any third party. Any such entrant will indemnify and hold harmless, Sponsor, and Promotion Entities from any claims to the contrary.

By posting an Entry, where applicable, entrants agree that his/her Entry will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it cannot be so deemed, then the entrant irrevocably assigns and transfers to Sponsor all of his/her right, title and interest in and to his/her content posted, image, or video, including all but not limited to all copyright and trademark rights

which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Entrants hereby waive in favor of Sponsor, all rights of “Droit Moral” or “Moral Rights of Authors” or any similar rights or principles of law that entrants may now or later have to their Entry. Sponsor reserves the right to alter, change or modify any winning Entry, in its sole discretion. Upon request of Sponsor, entrant shall execute and deliver such additional instrument of assignment, as may be solely deemed by Sponsor, reasonably necessary to establish the ownership of record of the right, title and interest in and to the Entry and of the copyrights transferred and “Moral Rights of Authors” waived under these Official Rules. Should Sponsor fail to request the said assignment as stated, that shall not be deemed a waiver of Sponsor’s rights and Sponsor may at a later time request the assignment. Further, Sponsor may request from entrant, that the entrant secure from any model(s) or videographer an irrevocable assignment and transfer to Sponsor all of any model(s) or videographer’s right, title and interest in and to the Entry, including all but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. The model(s), people in posting, photo, or videographer may be required to waive in favor of Sponsor, all rights of “Droit Moral” or “Moral Rights of Authors” or any similar rights or principles of law that the model(s) or videographer may now or later have in the Entry. Should Sponsor fail to request the said model(s) assignment or videographer assignment as stated, that shall not be deemed a waiver of Sponsor’s rights and Sponsor may at a later time request the assignment(s). ALL ENTRANTS ARE SUBJECT TO VERIFICATION BY PROMOTION ENTITIES AT ANY TIME DURING THE PROMOTION PERIOD (IN THE SOLE DISCRETION OF SPONSOR), AND MUST MEET ALL ELIGIBILITY REQUIREMENTS BEFORE AN ENTRANT MAY BE CONFIRMED AS A WINNER OF ANY PRIZE.

4. **PROMOTION DRAWS AND WINNER DETERMINATION:** The method of Winner Determination for this promotion will be conducted by random drawing of that Entry Period’s submissions or as decided by HealthCheck360. Winner Determination will take place at approximately 12:00 PM CT on the first business day following each Entry Period or contest Entry Period by judges at HealthCheck360 (the “Promotion Judges”).

RANDOM DRAWS: the Promotion Judges will randomly select winners from among all eligible, non-suspect Entries received during the Entry Period or contest Entry Period. Non-winning entries will not carry forward to subsequent Entry Periods or drawings. There is a limit of one (1) prize per person per Entry Period.

5. **PRIZES & ODDS:** The prize awarded will be as outlined in the prize listing below. The Entry Period winner will receive the prize as set forth in more detail below:

Prize 1:

Approximate Retail Value of Prize: \$500.00

Description of Prize: Visa Gift Card

Prize 2:

Approximate Retail Value of Prize: \$500.00

Description of Prize: Visa Gift Card

Prize 3:

Approximate Retail Value of Prize: \$500.00

Description of Prize: Visa Gift Card

The winner will be drawn at random from all eligible, non-suspect Entries received during each Entry Period. The prize is subject to the restrictions, terms, and conditions of the manufacturer. No data plan or other services will be provided in conjunction with the prize. Warranty of the device is subject to the conditions of the manufacturer.

Prizes are not transferable or redeemable for cash and must be accepted as awarded, with no substitutions of any kind, except by the Sponsor, who reserves the right to substitute a prize (or portion thereof) of comparable or greater value, at its sole discretion. All federal, state, and local taxes (including income and withholding taxes), if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided are the winner's responsibility, regardless of whether prize is used in whole or in part. All prize details are at the Sponsor's sole discretion. Unclaimed prizes will not be awarded.

The odds of winning depend on the total number of eligible Entries received for the corresponding Entry Period during the Promotion Period.

In no event shall Contest Sponsor be liable or otherwise responsible for any damages or injury (including death) to you, other persons, or property arising from any use of any prize, information, idea, or instruction contained in the content.

- 6. VERIFICATION OF WINNERS & DELIVERY OF PRIZES:** Judges will verify each selected winner's compliance with these Official Rules. Judges may award any prize to an alternate entrant as needed. The winner from the Entry Period will be contacted by email, phone, or direct message approximately three (3) days following the drawing date for the relevant Entry Period, with instructions on how to claim the prize. If a Potential Prize Winner is found to be ineligible, or not in compliance with these Official Rules and Regulations, declines to accept a prize, if Sponsor is unable to contact a Potential Prize Winner within 5 business days of attempting contact, or in the event that a prize notification or prize is returned undeliverable, the prize may be forfeited. Potential Prize Winners may be required to furnish proof of identification and sign, complete, and return a Winner Affidavit of Eligibility/Liability Release and, where lawful, a Publicity Release, within seven (7) days of attempted notification or prize may be forfeited. In the event that a Potential Prize Winner is disqualified for any reason, Sponsor reserves the right to award the prize to an alternate entrant who will also be selected randomly. All prizes will be shipped 4 to 6 weeks after verification, which will allow Sponsor to verify winner's compliance with these Official Rules. Promotion Entities shall not be held responsible for any change of email address or other contact information of entrants, or for any delays in awarding prizes for any reason outside of their control. Prizes will only be delivered to verified winners.

By accepting a prize, each winner agrees to the use of his/her name, address (city and state of residence), likeness and/or other biographical information or prize information by or on behalf of the Promotion or Sponsor, without further compensation, notification or permission in any publicity or advertising carried out by Sponsor in any and all media now known or hereinafter developed without territorial or time limitation, to the extent permitted by law.

- 7. CONDITIONS OF ENTRY:** By submitting an entry, entrant acknowledges that his/her entry may be posted on sponsor's website, in sponsor's discretion. Submission of an Entry grants Sponsor and its agents an unlimited, worldwide, perpetual, license and right to publish, use, publicly perform, adapt, edit, and/or modify the Entry in any way, in any and all media, without limitation, and without consideration to the entrant.

By entering, entrants (i) acknowledge compliance with these Official Rules and Regulations including all eligibility requirements and, (ii) agree to be bound by all decisions of the Sponsor and/or Promotion Judges, made in their sole discretion, which shall be final and binding in all matters relating to this Promotion. All issues of interpretation to be decided by Sponsor. Decisions of Sponsor and judges are final and binding in all matters. Entrants who have not complied with these Official Rules and Regulations are subject to disqualification and all associated entries will be void.

Sponsor is not responsible for late, lost, damaged, stolen, misdirected, mutilated, garbled, illegible or incomplete submissions of Entries. Proof of transmission (screenshots or captures of Entry, etc.) and/or submission does not constitute proof of delivery. Sponsor's clock is the official timekeeping

device for this Promotion. Sponsor reserves the right to disqualify any entrant's registration in the Promotion (and void all associated Entries) or entitlement to a prize, if, in the sole discretion of the Sponsor, it determines or suspects that the entrant has attempted to undermine the legitimate operation of the Promotion by cheating, hacking, deception, or other fraudulent, deceptive or unfair playing practices (including any entries generated by script, macro, robotic, programmed, or any other automated means or any other means which subvert the entry process). If a dispute arises regarding who submitted an Entry, the Entry will be deemed to be submitted by the authorized account holder of account/email address provided at time of entry and he/she must comply with these Official Rules and Regulations. "Authorized account holder" is defined as the natural person who is assigned to 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 email address.

As a condition of entering, entrants agree: (a) to release Sponsor, Promotion Entities, and each of their officers, directors, employees and agents, from any and all liability, loss or damage incurred with respect to participating in the Promotion or the awarding, receipt, possession, and/or use or misuse of any prize or any travel related thereto; (b) that under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (c) all causes of action arising out of or connected with this Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, and in no event will entrants be entitled to receive attorneys' fees and court costs. All issues and questions concerning the construction, validity, interpretation and enforceability of the Promotion Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Iowa, U.S.A., without regard to Iowa or any other conflicts of law principles. All entrants consent to the jurisdiction and venue of the courts located in Dubuque, Iowa.

8. **PROMOTION OPERATION:** Sponsor reserves the right in its sole discretion to cancel, modify or suspend this Promotion at any time, if fraud, technical failures, including any network server or hardware failure, viruses, bugs, errors in programming, or any other errors or other causes corrupt the administration, security, integrity or proper play of the Promotion. In the event of cancellation, Sponsor reserves the right to select the winners from among all eligible, non-suspect entries received up to time of such cancellation. In no event will the Sponsor be liable for more than the stated number of prizes available in the prize category in question. Promotion Entities do not warrant that access to the Promotion will be uninterrupted. Promotion Entities are not responsible for any problems that may arise, including but not limited to; (a) lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, Web sites, or other connection, availability or accessibility problems arising in connection with or over the course of the Promotion; or (b) communications failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions or hardware or software malfunctions, failures or difficulties; or (c) failure of personal computers and/or software and hardware configurations, any technical malfunctions, failures, or difficulties, printing errors, clerical, typographical or other error in connection with the administration of the Promotion, the processing of entries, the offering or announcement of any prize or in any prize notification documents; or (d) for any other errors of any kind relating to or in connection with the Promotion, whether human, mechanical, clerical, electronic, or technical in nature; or (e) the incorrect or inaccurate capture of information, or the failure to capture any information in connection with the Promotion; or (f) damage to a user's computer system occasioned by participation in this Promotion or downloading any information necessary to participate in this Promotion.
9. **DISCLOSURES:** Any attempt by an entrant or other individual, to deliberately damage any website or undermine the legitimate operation of this Promotion, including but not limited to any fraudulent

claims, is a violation of criminal and civil laws. Should such an attempt be made, Sponsor reserves the right to seek remedies and damages from any such individual, to the fullest extent permitted by law, including criminal prosecution. Entrant engaging in any of the foregoing activities may be disqualified (and all associated entries will be void) and will forfeit any prize won.

In the event of any conflict with any Promotion details contained in these Official Rules and Regulations and Promotion details contained in Promotion Materials (including but not limited to point of sale, television, and print advertising, online advertising, promotional packaging, and other promotion media), the details of the Promotion as set forth in these Official Rules and Regulations shall prevail. The Official Rules and Regulations govern over all other communications. Images of prize(s) as shown in Promotion Materials are for illustrative purposes only. Actual prize may vary from the prize pictured. The approximate retail values ("ARV") of prizes as stated by Sponsor in the Promotion Materials and/or in these Official Rules are subject to price fluctuations in the consumer marketplace. If, at the time a prize is redeemed or awarded, the actual prevailing retail purchase price for the prize is less than the ARV stated by the Sponsor in the Promotion Materials, and/or in these Official Rules, the winner(s) will not be entitled to a check or cash for the price difference. The invalidity or unenforceability of any provision of these Official Rules and Regulations shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules and Regulations shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein

10. **SPONSOR:** This Promotion is solely sponsored by HealthCheck360, 800 Main Street, Dubuque, IA 52001.
11. **GENERAL:** The Promotion shall be construed and evaluated according to the laws of the United States of America. To review our privacy policy, please visit our web site at www.myhealthcheck360.com. The information you provide will only be used as provided in Sponsor's privacy policy, located at <https://www.myhealthcheck360.com/privacy.aspx>. If you are selected as a winner, your information may also be included in a publicly-available winner's list. Any questions, comments or complaints regarding this Promotion shall be directed to Sponsor.
12. **WINNERS LIST:** To obtain a list of prize winners, send a self-addressed postage stamped envelope to: HealthCheck360, CO: Download & Win Sweepstakes, 800 Main Street, Dubuque, IA, 52001. Winners list will be sent after all prizes have been awarded. Requests must be received by 11:59:59 pm CT on July 31, 2020. Winners list will be sent after selection and verification of winners.