



## COGNIZANT WELLBEING PROGRAM (THE “PROMOTION”) OFFICIAL RULES AND REGULATIONS

**OVERVIEW:** Cognizant Technology Solutions is partnering with HealthCheck360 (the “Sponsor”) to offer a Wellbeing Program to promote health and wellbeing within the organization. Eligible participants must register at [www.myhealthcheck360.com](http://www.myhealthcheck360.com) or on the myHealthCheck360 app to participate in wellness challenges, submit healthy activities, complete a voluntary health screening, and receive points to qualify for a chance to win prize drawings.

- 1. DURATION:** The **Wellbeing Program** (“promotion”) will start January 1, 2022 at 12:00:00 AM Central Daylight Time (CDT) and end December 15, 2022 at 11:59:59 PM Central Standard Time (CST). Voluntary Health Screenings must be submitted by November 30, 2022 at 11:59:59 PM Central Standard Time (CST).
- 2. WHO CAN PARTICIPATE (ELIGIBILITY):** Participation is open to all full-time, active associates in the U.S. (“Participant”). Part-time employees, contractors, and/or Associates outside of the U.S. are not eligible to participate. To enter and be eligible to win, Participants must be a full-time associate, be an active employee at the time of the prize drawing, and create an account in the myHealthCheck360 system. In order to be entered into the drawing, Participants must complete established activities. The promotion is void outside the 50 United States, Washington, D.C., and where prohibited by law. Promotion is subject to all applicable federal, state, and local laws.
- 3. HOW TO ENTER:** You can enter the Promotion at <https://www.myhealthcheck360.com> or the myHealthCheck360 mobile app, (both referred to as the “Website”). Instructions for prizes can be found on <https://www.healthcheck360.com/cognizant-wellbeing> (the “Landing Page”) and in promotion e-mails from [cognizantwellbeing@healthcheck360.com](mailto:cognizantwellbeing@healthcheck360.com) (the “E-mail”). The Website will house Participant activity throughout the Wellbeing Program, and will be where the Sponsors determines who is eligible to be entered for each prize. Instructions from the E-mail and on the Landing Page will outline the necessary actions and define how to enter for the specific prizes throughout the Promotion. The instructions will define what action to complete (“Entry”) to receive one (1) entry into the Promotion for the corresponding contest’s Entry Period (subject to verification with the Entry Requirements below).

**ENTRY PERIODS:** During the period beginning January 1, 2022 at 12:00:00 AM Central Daylight Time (CDT) and ending December 15, 2022 at 11:59:59 PM Central Standard Time (CST), this promotion offers a minimum of twenty (20) Entry Periods (each, an “Entry Period” and collectively the “Entry Periods”), defined on the Landing Page and E-mail. Voluntary Health Screenings must be submitted by November 30, 2022 at 11:59:59 PM Central Standard Time (CST) to qualify for the drawing.

**ENTRY LIMIT:** There is a limit of one (1) Entry per Participant per each Entry Period. Each promotion E-mail and the Landing Page will describe the entry mechanism for that Entry Period.

**GENERAL ENTRY DETAILS:** Participants must use their personal accounts on the Website to participate. Each Entry will be subject to myhealthcheck360 Terms of Use (found at <https://myhealthcheck360.com/tos>), and 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 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 and/or the Promotion Judges. 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 or Website or by any technical or human error which may occur in the processing of the entries.

**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. Entries must be in English and must be legible.

- 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. Selected winners must be a full-time U.S. Associate at the time of the promotion drawing. Winner Determination will take place within 72 business hours of the end of each Entry Period or contest Entry Periods by judges at the Sponsor (the "Promotion Judges").

**RANDOM DRAWS:** The Promotion Judges will randomly select winners 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 Participant per Entry Period.

**PRIZES & ODDS:** A minimum of Twenty (20) prize raffles will be available throughout the Promotion with a minimum of two-hundred (200) prizes available. The Sponsor holds the right to change prizes, prize values, and the quantity of prizes throughout the duration of the Promotion. Participants are eligible to win up to three (3) prizes throughout the Promotion. Credit submissions throughout the entry periods will qualify participants for the prizes outlined below. New employees can retroactively complete and submit credit for wellness activities that occurred in the past, excluding wellness challenges, to be eligible for prize credit requirements.



### **“Prizes”**

At the end of each Entry Period, a prize drawing will be completed. Each month ten (10) winners of \$300 Gift Cards will be drawn; Each Quarter five (5) winners of \$600 and twelve (12) winners of \$1,000 will be drawn; Additional winners of \$100 gift cards will be drawn for participation in company challenges.

The winner will be drawn at random from all eligible, non-suspect Entries received during each Entry Period. 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 cash prizes are subject to be redeemed via Cognizant Technology Solutions payroll system within sixty (60) days following the Entry Period close. All federal, state, and local taxes (including income and withholding taxes), if applicable, will be applied to all prizes. 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.

- 5. 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 up to two (2) times by the Sponsor via the E-mail and/or a phone call no later than five (5) business days following the drawing date for the relevant Entry Period, with instructions on how to claim or receive the prize. Winners will be contacted at their Cognizant Technology Solutions work email and/or phone number up to two (2) times per prize from the Sponsor.

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 receive confirmation from a Potential Prize Winner within seven (7) 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) business 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.

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.**

- 6. CONDITIONS OF ENTRY: By submitting an entry, entrant acknowledges that his/her entry may be posted on sponsor's website, at 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).

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.

- 7. 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.

- 8. 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



**9. SPONSOR:** This Promotion is sponsored by Cognizant Technology Solutions U.S. Corporation, 211 Quality Circle, College Station, Texas 77845 in partnership with HealthCheck360, 800 Main Street, Dubuque, IA 52001.

**10. 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](http://www.myhealthcheck360.com). The information you provide will only be used as provided in Sponsor's privacy policy, located at <https://myhealthcheck360.com/app/privacy>. 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.

