

2018 Anthem Blue Cross and Blue Shield "COLTS ANTHEM Helmet" Promotion
Official Rules

NO PURCHASE, ACCOUNT OPENING, or TRANSACTION NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING.

Eligibility: The 2018 Anthem Blue Cross and Blue Shield "COLTS ANTHEM Helmet" Promotion (the "Promotion") is open to those who are at least 18 years old as of September 1, 2018. Employees, contractors, and family members of 1) Anthem Insurance Companies, Inc., or Sponsor (defined below), the Indianapolis Colts, Inc. ("Club"), or their respective affiliates and subsidiaries; and 2) Suppliers of promotional materials or prizes, and each of their respective parents, subsidiaries, affiliates, directors, owners, employees, and agents are not eligible to enter or win. Void where prohibited by law. Promotion is subject to all applicable federal, state, and local laws and regulations. One entry per person.

Sponsor:

Anthem Insurance Companies, Inc., ("Sponsor"), and administered by Club.

Timing: The Promotion begins on September 1, 2018 at 12:00 am EDT and ends on December 12, 2018 at 11:59 pm EST (the "Promotion Period").

How to Enter: Enter the Promotion by submitting your photo (subject to the restrictions below) with **#GoColts** and following the Club (@Colts) on the platform used for entry during the Promotion period. Entering the Promotion means that you agree to all Promotion terms. Submissions are only accepted through using the proper **#GoColts** hashtag. Sponsor and Club do not assume any responsibility for incorrect or inaccurate capture of entry information, technical malfunctions, human or technical error, seeding or printing errors, lost/delayed/garbled data or transmissions, omission, interruption, deletion, defect, or failures of any telephone or computer line or network, computer equipment, software or any combination thereof. Entry materials that have been tampered with or altered are void. No mechanical reproductions of entries allowed. Submission of an entry certifies that you (1) satisfy the eligibility requirements, and (2) have read and complied with all of the Official Rules of this Promotion and agree to be bound by the Official Rules. Only public accounts on the following are qualified to enter.

PHOTOS: All photos must be 5 MB or less, be in .jpeg or .gif format, and have been taken by Entrant (or Entrant must own all rights to the photo(s)). In addition to being in compliance with the applicable Facebook, or Twitter platform rules for posting photos, photos must not:

- a) Have been previously submitted to any contest, sweepstake, or promotion of any kind.
- b) Have been copied, in whole or in part, from any other work.
- c) Contain material that, in the sole discretion of Sponsor:
 - i. Disparages any person or disparages Club or Sponsor, or any of their affiliates or competitors, or any of their respective products or services.

- ii. Violates or infringes upon the intellectual property or other rights of any third party.
- iii. Includes any third party trademarks, logos, or brand names (although your photo(s) may include Sponsor's trademarks and logos, if they are used in the proper manner).
- iv. Appears to intentionally duplicate any other submitted photos.
- v. Is hateful, tortious, defamatory, slanderous, or libelous.
- vi. Promotes bigotry, racism, sexism, hatred, or harm against any group or individual or promotes discrimination based upon race, sex, religion, nationality, disability, sexual orientation, or age.
- vii. Contains any personal information, including, without limitation, name, address, e-mail address, or phone number.
- viii. Uses the names, likeness, voices, or other indicia identifying any other person, living or dead.
- ix. Promotes alcohol, illegal drugs, tobacco, or firearms/weapons (or the use of any of the foregoing).
- x. Promotes any activities that may appear to be unsafe, dangerous, or unlawful.
- xi. Is unlawful.
- xii. Contains any nudity or any sexually explicit, lewd, offensive, disparaging, or other inappropriate content.

Prize: Eight winners will be selected at random throughout the 2018 season. Prize will include two sideline tickets to a Colts home game (collectively, the "Prize"). The Approximate value of the price package is \$200.00.

Chances of winning are dependent upon the number of eligible entries received. Prizes are not transferrable or assignable. No cash alternative is available. Sponsor reserves the right to substitute a prize of equal or greater value for any reason.

Prize Drawings: There will be one prize drawing before each home game. The potential winner will be chosen at random among eligible entries. Club, whose decisions will be final, will conduct the random drawing, selecting from eligible social posts with the **#GoColts** hashtag, and the entrant follows the particular Club social media platform in which the entry was submitted. The potential winners do not need to be present to win. Entries are subject to verification and are automatically void and will be rejected if entry contains errors or omissions. Potential winners will be notified by a Club representative via the Facebook, Instagram, or Twitter direct message. In the event a potential winner cannot be contacted within one business day, or does not respond, declines the prize, or is ineligible, an alternate potential winner(s) will be drawn at random from the remaining eligible entrants if time permits.

Conditions of Participation: All valid and complete entries submitted in accordance with these rules are eligible for the prize drawings. Each winner is solely responsible for all applicable federal, state and local taxes and any expenses associated with the Promotion, unless otherwise indicated. If required, an IRS

Form 1099-MISC will be provided in January 2019. Sponsor reserves the right to substitute a prize of comparable or greater value. By participating, entrants agree (1) to be bound by all the terms and conditions of the Official Rules, (2) that the decisions of Sponsor and Club, which shall be final in all respects; and (3) that they release, discharge, and hold harmless the Sponsor, Club, Anthem Insurance Companies, Inc., Facebook, Instagram and Twitter, and their respective officers, directors, owners, employees, and agents (collectively, "Released Parties") from any liability, claims, causes of action (however named or described), loss, injury (including death), or damages (to personal or real property) with respect to or arising out of the entrant's participation in the Promotion and the acceptance, use, misuse, or possession of any prize and any travel or travel-related activity thereto (including, but not limited to, attendance at any event or game). By accepting a prize, a winner agrees to allow Sponsor and to broadcast, publish, disseminate, and use his or her name, city of residence, photograph, and/or likeness for advertising and/or promotion without further authorization, compensation or remuneration of any kind, except where prohibited by law. Potential winners may be required to sign and return an IRS Form W-9 and an Affidavit of Eligibility, Liability & Publicity Release ("Affidavit") certifying the winner's age, eligibility and re-affirming the release of the Released Parties from any and all liability arising from, among other things: (i) participation in the Promotion; (ii) acceptance and use of the prizes awarded; and (iii) the administration of the Promotion and distribution of the prizes awarded, which must be received by Club to claim the Prize.

General Conditions: Sponsor and Club reserve the right to cancel, suspend, and/or modify the Promotion, or any part of it, for any reason in Sponsor's or Club's sole discretion, including without limitation any fraud, technical failures, or compromises (including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software, unauthorized human intervention in any part of the entry process or the Promotion or technical or human error which may occur in the administration of the Promotion and the processing of entries), or any other factor beyond Sponsors or Club's reasonable control impairs the integrity or proper functioning of the Promotion. In the event of a dispute as to the identity of an entrant based on the social media account used to enter, entry will be awarded to the person named on the applicable registration form (regardless of whether that is the name of the authorized account holder of the email address from which said registration form was submitted), provided such individual is eligible according to these Official Rules. Participants' personally identifiable information will only be used in accordance with the Club's Privacy Policy, as posted on <http://www.colts.com/footer/privacy-policy.html>.

Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Promotion or the prize awarded shall be resolved individually, without resort to any form of class action, by a state or federal court of competent jurisdiction located in Indianapolis, Indiana, or (ii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Promotion but in no event attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain awards for and entrant 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant, Sponsor, and Club in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Indiana, without giving effect to any choice of law or conflict of law rules (whether of the State of Indiana or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Indiana.

CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, CLUB AND SPONSOR RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW.

Winners' Names: The name of the winner (first name, last name and city of residence only) can be obtained by sending a self-addressed, stamped (with first class postage affixed) envelope (No. 10 size) to The Colts Anthem Helmet Promotion, 7001 West 56th Street, Indianapolis, IN 46254. Request must be received by January 10, 2019. The prize winners' names will be sent after the Promotion concludes and the prizes are awarded.

This Promotion is in no way sponsored, endorsed, administered by, or associated with Facebook, Instagram, or Twitter. You are providing your information to the Sponsor and Club, not to Facebook, Instagram, or Twitter. The information you provide will only be used for marketing purposes. Participation in the Promotion implies an understanding and acceptance of all rules.

Anthem Blue Cross and Blue Shield is the trade name of Anthem Insurance Companies, Inc., an independent licensee of the Blue Cross and Blue Shield Association. ® ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.