

## **The Independent Health and Buffalo Bills Health & Wellness Challenge Official Contest Rules**

### **OFFICIAL RULES ELIGIBILITY: NO PURCHASE NECESSARY TO WIN.**

The Independent Health and Buffalo Bills Health & Wellness Challenge (“The Challenge”) is only open to permanent legal residents of the State of New York, residing in the State of New York (void in Puerto Rico, all other states and U.S. territories) who are 18 years or older at the time of entry. Employees of Buffalo Bills, LLC and its affiliates (“Buffalo Bills”), Independent Health Association, Inc. and its affiliates (“Independent Health”), Wellable, Inc. (“Wellable”), and their immediate families (spouse, parents, children, siblings and their spouses) and individuals living in the same household as such employees are ineligible for participation in the Contest portion of The Challenge. The Contest is subject to all applicable federal, state, local laws and regulations. Void where prohibited or restricted by law. Buffalo Bills and Independent Health are collectively referred to herein as the “Sponsor.”

### **CONTEST PERIOD:**

Contest will run from Monday, April 25, 2022 at 12:00 a.m. EDST through Sunday, June 5, 2022 at 11:59 p.m. EDST (the “Contest Period”). The Sponsor’s computer will be the official timekeeper for all matters related to this Contest.

### **REGISTERING:**

Visit The Challenge’s official website at [www.buffalobills.com/thechallenge](http://www.buffalobills.com/thechallenge) and follow the on-screen instructions to sign up for The Challenge. By completing the registration process, each participant acknowledges that: (i) he or she is voluntarily choosing to participate in The Challenge at his or her own risk; (ii) registration constitutes acceptance of these Official Contest Rules; (iii) participant is eighteen (18) years old; and (iv) participant is a legal resident of the State of New York and residing in the State of New York.

### **PARTICIPATING IN THE CHALLENGE:**

The Challenge is a six (6) week program designed to encourage a healthy lifestyle through the successful completion of various exercise and dietary related tasks and goals. Each week has a different theme surrounding health and wellness.

Participants can earn Wellable Points every day for tracking Physical Activity, logging three Daily Challenges – like drinking eight glasses of water or eating five servings of fruits and vegetables – and completing the featured Special Activity.

Each week, participants will be given information on a different health and wellness topic (e.g., the Special Activity) with tips and ideas for how to incorporate it into a daily routine. Participants can earn 25 Wellable points each day they complete the activity. Participants must click the Special Activity icon from the dashboard to mark it as complete.

The points awarded to a participant for a particular goal or challenge depends on the specific goal or challenge completed by a participant.

1 Step = 0.05 Wellable Points  
1 Mile (Walk/Run) = 100 Wellable Points  
1 Mile (Cycle) = 30 Wellable Points  
Exercise Minute = 5 Wellable Points  
Daily Maximum = 1,500 Wellable Points

Daily Challenge = 25 Wellable Points each  
Maximum Daily Challenge Points = 75 Wellable Points  
Special Activity (Once Per Day) = 25 Wellable Points

No Point Transfer

Points cannot be transferred between participants.

### **VERIFICATION OF COMPLETION OF TASKS AND GOALS:**

All participants must verify the completion of special activities by completing a pre-designated form available at [www.buffalobills.com/thechallenge](http://www.buffalobills.com/thechallenge).

### **PRIZES:**

All participants in The Challenge who successfully earn at least twenty-five (25) points are eligible to win a secondary prize or the grand prize (described below) (the “Eligible Participants”).

Upon the completion of the challenge, twenty-five runners up and one (1) grand prize winner will be selected for a total of twenty-six (26) winners.

#### **Secondary Prizes**

The twenty-five runner up prizes are:

- Four (4) autographed footballs
- Three (3) autographed helmets
- Three (3) autographed jerseys
- Three (3) \$100 Wegmans gift cards
- Three (3) Bose wireless headphones
- Three (3) Fitbit Versa 2
- Three (3) Air Fryers
- Three (3) Juicers

#### **Grand Prize**

One Grand Prize winner will receive

- Four (4) tickets to a Bills home game to be determined by the Bills
- One (1) parking pass to the same Bills home game as the tickets above
- One (1) autographed helmet (autograph determined by the Bills)
- One (1) Bills Prize Pack (approx. value \$200)
- One (1) \$1,000 Visa Gift Card
- One (1) Independent Health prize pack (\$50 value)

All prizes are subject to availability and may be substituted at the Sponsor’s sole discretion for a prize of equal or greater value. Prizes are not transferrable and may not be substituted by any winning participant. The value of prizes, as determined by Sponsor in its sole discretion, will be reported as taxable income to a winning participant. The aggregate value of all prizes awarded shall not exceed \$20,000. A winning participant is solely responsible for the payment of all taxes due and owing in connection with the awarding of a prize to a participant.

### **AWARDING OF PRIZES:**

#### **Grand Prize.**

At the conclusion of the Contest Period, the Sponsor shall calculate the total number of points earned by all Eligible Participants (as verified at The Challenge’s website by the participant by the Verification Deadline of each week) for the Contest Period. Each point earned by an Eligible Participant during the Contest Period

is equal to one (1) entry for such Eligible Participant in the random grand prize drawing. The winning entry shall be randomly selected.

**Secondary Prizes.**

At the conclusion of the challenge, the Sponsor shall calculate the total number of points earned by all Eligible Participants (as verified at The Challenge's website by the participant by the Verification Deadline). Each point earned by an Eligible Participant, except for such Eligible Participant who won the Grand Prize as described above, is equal to one (1) entry for such Eligible Participant in the random drawings. Each participant (except the winner of the Grand Prize) is eligible to win one (1) secondary prize; each winning entry for a secondary prize shall be randomly selected from among the eligible entries.

**Odds of winning depend on the total number of Eligible Participants and eligible points earned by the Eligible Participants.**

**NOTIFICATION:**

Winners will be notified by e-mail (at the email address submitted by each participant during the registration process for The Challenge) and may be required to complete and return within three (3) days of notification a release of liability, affidavit of eligibility and/or a complete mailing address form. Failure to return the needed information within three (3) days of receipt will result in forfeiture of the prize and Sponsor may award it to an alternate winner chosen at random from remaining Eligible Participants. Participant is solely responsible for ensuring that he/she has submitted an accurate and valid email to the Sponsor during the registration process. If Sponsors attempts to contact a participant by email, and such email is invalid, the participant's registration shall be void.

**WAIVER; ASSUMPTION OF RISK:**

By participating in The Challenge, all participants agree that he or she is voluntarily choosing to participate at his or her own risk. In connection with the foregoing, by agreeing to participate in The Challenge, the participant, for himself or herself, and his or her heirs, personal representatives and assigns, does hereby completely release, acquit, and forever release, discharge and covenant not to sue Buffalo Bills, Independent Health, Wellable, and their affiliates, successors and assigns, together with each of their officers, shareholders, partners, employees, agents, and representatives (collectively the "Released Parties") from and on account of any and all actions, claims, demands, obligations, causes of action, damages, costs, loss of services, expenses, attorneys' fees, and compensation of any kind or nature whatsoever arising from or in any way related to the participant's participation in The Challenge.

By accepting a prize, the winning participant agrees to release and hold harmless the Released Parties from and against any and all losses, damages, rights, claims, actions and liabilities of any kind in connection with the awarding of the prize, or receipt or redemption of the prize. Winning participants assume all liability for any injury, death, or damage caused, or allegedly caused, by use or redemption of her or his prize. Sponsor disclaims any and all representations or warranties, express or implied, in law or fact, relative to any prize awarded to a winning participant, including its use, value, enjoyment, quality, condition, or fitness for a particular purpose.

Participant expressly assumes any and all risk of physical injury or death resulting from, or in any way related to, his or her participation in The Challenge, and represents and warrants that he or she is in a sufficient physical condition to participate in The Challenge. If a participant does not believe he or she is physically capable of performing one or more of physical activities associated with The Challenge, the participant should not attempt to complete such task.

**RIGHT OF PUBLICITY:**

Participant grants unto the Sponsor, and their respective successors, licensees and assigns, the irrevocable right and permission to use the participant's name, voice, image, signature, facsimile, persona, biographical data and likeness in any form and way in connection with the participant's participation in The Challenge, free of compensation, including without limitation, the publication of the participant's name, photo submission and/or likeness to advertise the winning of a prize.

## **MOBILE DISCLOSURE:**

If you opt to use your wireless mobile device in connection with this contest, depending on your phone's capabilities, standard text messaging rates or data charges may apply according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this contest.

## **DISPUTES:**

Sponsor will make every reasonable effort to informally resolve any complaints, disputes, or disagreements that you may have with this contest or your participation in The Challenge. If those efforts fail, by registering to participate in The Challenge, a participant agrees that any and all claims or disputes between the Sponsor and participant and relating in any way to these Rules or participant's participation in The Challenge (a "Dispute") **SHALL BE DECIDED BY ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN A JURY AND/OR BENCH TRIAL, CLASS ACTION OR CLASS ARBITRATION, AND AS SUCH, LIMITS THE REMEDIES AVAILABLE TO PARTICIPANT IN THE EVENT OF A DISPUTE.** Participant specifically agrees that any Dispute must be resolved exclusively by arbitration, shall take place on an individual basis; and that class arbitrations and class actions are not permitted. Arbitration shall be effected by arbitrators selected as hereinafter provided and shall be conducted in Buffalo, New York in accordance with the Rules of the American Arbitration Association. The dispute shall be submitted to three (3) arbitrators, one arbitrator being selected by the Bills and one selected by a participant. Those arbitrators shall then select the third (3<sup>rd</sup>) arbitrator, or, if the selected arbitrators cannot agree, by the American Arbitration Association. The meetings of arbitrators shall be held at such place or places in Buffalo, New York as may be agreed upon by the arbitrators. Any award made by a majority of the arbitrators shall be final, binding and conclusive on the parties for all purposes. Any fees or charges of the arbitration and any cost of arbitration, including the cost of personal attorneys of each participant, shall be the sole responsibility of each party to the arbitration. **PARTICIPANT AGREES TO WAIVE A RIGHT TO A JURY TRIAL, CLASS ACTION AND/OR CLASS ARBITRATION WITH RESPECT TO ANY DISPUTE.** In no event shall any party to a Dispute be entitled to recover punitive, special, exemplary, consequential, loss of profit or incidental damages.

## **MISCELLANEOUS CONDITIONS:**

By registering to participate in The Challenge, participants agree to be bound by these Rules (including but not limited to participant's consent to receive e-mail messages from the Sponsor or any party on its behalf with respect to participant's participation in The Challenge), the terms and conditions of the Sponsor's websites, and by the decision of the Sponsors, which are final and binding in all respects. Sponsor is not responsible for: (1) any incorrect or inaccurate information or technical failures of any kind; (2) unauthorized human intervention in any part of the entry process or the contest; or (3) any other computer, network, technical, human or other error, problem or malfunction that may occur in connection with the administration of the contest, the calculation of points for participants, the determination of Eligible Participants, or the selection or notification of winners. If any third party which, in the sole opinion of the Sponsor, may corrupt or affect the administration, security, fairness, integrity or proper conduct of the contest (or portion thereof), the Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel, or terminate The Challenge without further obligation to any participant. The Sponsor reserves the right, at its sole discretion, to disqualify the entry of any participant found to be: (1) tampering or attempting to tamper with the registration process, the operation of the contest or The Challenge's website; (2) using any robotic, macro, automatic, programmed or like entry methods; (3) violating these Rules or the terms of service, conditions of use, and/or general rules of any Sponsor; or (4) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person.

**ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR OTHERWISE CORRUPT THE CONTEST OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO DISQUALIFY, PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

**WINNER'S LIST:**

The names of all winning participants shall be posted at [www.buffalobills.com/thechallenge](http://www.buffalobills.com/thechallenge).

**SPONSORS:**

Buffalo Bills, LLC, One Bills Drive, Orchard Park, NY 14127; Independent Health, Inc., 511 Farber Lakes Drive, Buffalo, NY 14221