# AMBETTER FALL 2023 NIKE TUA TAGOVAILOA MIAMI DOLPHINS LEGEND JERSEY GIVEAWAY SWEEPSTAKES OFFICIAL RULES

## NO PURCHASE NECESSARY TO ENTER OR WIN. OPEN ONLY TO LEGAL RESIDENTS OF THE STATE OF FLORIDA, 18 YEARS OF AGE OR OVER. INTERNET ACCESS REQUIRED.

You understand that you are providing your information to Ambetter from Sunshine Health. The information you provide will only be used in the event you are selected as a Sweepstakes winner or if you have indicated that you would like to receive additional information about Ambetter's affordable health coverage options.

- NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID OUTSIDE FLORIDA, WHERE PROHIBITED. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT. This "Nike Tua Tagovailoa Miami Dolphins Legend Jersey" sweepstakes (the "Sweepstakes") is subject to these rules (the "Official Rules") and all federal, state, and local laws.
- 2. Sweepstakes sponsor. The Sweepstakes is sponsored by Ambetter from Sunshine Health. Ambetter from Sunshine Health is referred to as "Sponsor." By entering the Sweepstakes, you are providing your information to Sponsor, and you consent to being contacted by Ambetter from Sunshine Health by the information you provide. Sponsor will be collecting and sharing personal data provided by Entrants to be used for marketing purposes in accordance with Sponsor's privacy policy which can be found at https://www.ambetterhealth.com/privacy-policy.html and Miami Dolphins, Ltd.'s privacy policy which can be found at https://www.miamidolphins.com/legal/privacy-policy.
- 3. Qualified entrants. Each Sweepstakes entrant must be (i) a legal United States Resident of the State of Florida, (ii) 18 years of age or older at the time of Entry and (iii) not otherwise barred by law from participating in the Sweepstakes. Any individual who fulfills the foregoing requirements and chooses to enter the Sweepstakes is herein referred toas a "Qualified Entrant." Employees of either of the Sponsor or the Sponsor's related entities, and the immediate family and household members of each of the foregoing, are expressly excluded as Qualified Entrants and are not eligible to participate in the Sweepstakes or be awarded any Sweepstakes Prize (as defined below).
- 4. Sweepstakes is subject to all federal, state and local laws. Sponsor shall be entitled to interpret these Official Rules as needed including but not limited to rules regarding deadlines, winner selection, prize restrictions, and eligibility and all such decisions are final. By participating, you irrevocably, fully and unconditionally agree to be bound by these Official Rules and waive any right to claim ambiguity in these Official Rules and/or in any other Sweepstakes and/or Sweepstakes-related advertising or materials.
- 5. How to Enter: During the Sweepstakes Period, October 1, 2023 through 11:59 p.m. Eastern December 3, 2023, you may visit www.miamidolphins.com/ambetter and follow the onscreen instructions to complete all required registration information to receive one (1) Entry into the Sweepstakes drawing. Limit up to one (1) Entry per person for the entire Sweepstakes Period. Participation is subject to disqualification of all Entries, if multiple accounts are used by the same person. All Entries must be completed and submitted by 11:59 p.m. on December 3, 2023, to be eligible. Normal Internet access and usage charges imposed by Entrants' online service will apply.

- 6. Random Drawing: One (1) prize winner will be selected in a random drawing on or about December 4, 2023, from among all eligible Entries received throughout the Sweepstakes Period. Each winner will be randomly selected to receive Men's Nike Tua Tagovailoa Aqua Miami Dolphins Legend Jersey. The random drawing will be conducted and decisions are final on all matters relating to the Sweepstakes. The odds of winning a prize will depend on the number of eligible Sweepstakes Entries received during the Sweepstakes Period.
- 7. Prizes and Approximate Retail Value ("ARV"): One winner will receive one (1) Men's Nike Tua Tagovailoa Aqua Miami Dolphins Legend Jersey valued at \$99.99 ("Prize Option (A"). The winner will be notified via a Miami Dolphins team representative, who will reach out for and shipping information. Return of prize as undeliverable may result in disqualification and alternate selection. Entries will be declared to be made by the authorized account holder of the e-mail address submitted at the time of Entry (or when setting up winner's account). "Authorized account holder" of an e-mail address is defined as the natural person who is assigned to an e-mail address by an Internet Access provider, Online Service provider, or other organization (e.g., business, educational institution etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e- mail address. Entries generated by script or bot are not eligible. NOTE: If the Sponsor is unable to offer Prize Option (A) due to a Force Majeure Event (defined in Section 9 below), potential winners will win Prize Option (B). Prize Option B is a Dolphins Gift Pack.
- 8. LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTIES.

The term "Released Parties" shall mean: Ambetter from Sunshine Health, Sunshine State Health Plan, Inc., and Centene Corporation; (b) Miami Dolphins, LTD; (c) South Florida Stadium LLC d/b/a Hard Rock Stadium; (d) the National Football League, its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC, NFL Productions LLC, NFL International LLC and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives and employees (collectively, the "NFL Entities"); (e) any other company involved in the development or administration of the Sweepstakes; and (f) their respective parent companies, subsidiaries, agencies, affiliates, franchisees, promoters, prize suppliers, directors, officers, employees, agents and related persons.

By participating in the Sweepstakes, you agree that the Released Parties: (a) are not responsible for technical failures of any kind, including but not limited to lost, disconnected, interrupted, or unavailable network, server, or other connections, late, lost, undeliverable, damaged or stolen mail, or for any failed telephone or computer hardware or software, or for any failed, delayed, misdirected, corrupted, or garbled transmissions or errors of any kind, whether human, mechanical, or electronic; (b) are not responsible for any incorrect or inaccurate information, whether caused by participant or other participant's, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Sweepstakes, the printing of this offer, the administration of the Sweepstakes, the selection or announcement of a Winning Entrant or Sweepstakes Prize; (c) are not responsible for any injury or damage to any computer, modem or other electrical device as a result of participation in the Sweepstakes or downloading of any software or materials; (d) are not responsible for unauthorized human intervention in any part of the Sweepstakes; (e) are not responsible for any unauthorized third-party use of any Entry materials; (f) are not responsible for the inability to select a Winning Entrant because of postal failure, equipment failure, or data storage failure; and (g) are not responsible for any printing, typographical, technical, computer, network or human error that may occur in the administration

of the Sweepstakes, selection of a Winning Entrant, verification of a Winning Entrant, the Sweepstakes Prize or otherwise in any other Sweepstakes and/or Sweepstakes-related materials.

- 9. Released Parties expressly disclaim all warranties of any kind (whether express, implied, statutory or otherwise), including but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Released parties shall not be liable or responsible for those guarantees or warranties made or offered by advertisers, partners, manufacturers or suppliers, including those related to the prize. Under no circumstances shall Released Parties be held responsible or liable for your use of the information and/or products provided and/or made available through the Sweepstakes or for errors or anomalies resulting in the unintended or erroneous participation, award of the Sweepstakes prize or other benefits under these official rules. Released Parties offer no assurances, guarantees or warranties that the Sweepstakes page or related websites will be uninterrupted or error-free and do not guarantee the accuracy or reliability of any information obtained through the Sweepstakes.
- 10. BY PARTICIPATING IN THE SWEEPSTAKES, YOU AGREE TO RELEASE AND HOLD RELEASED PARTIES HARMLESS FROM ALL ALLEGED, EXISTING, OR FUTURE ACTIONS, CLAIMS, AND/OR LIABILITIES OF WHATEVER NATURE INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, BODILY INJURY (INCLUDING, WITHOUT LIMITATION, WRONGFUL DEATH AND DISABILITY), PROPERTY DAMAGE, AND EXPENSE (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) AND LOSS OR DAMAGE OF ANY OTHER KIND, RELATING TO OR ARISING FROM, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, (A) YOUR PARTICIPATION, OR INABILITY TO PARTICIPATE, IN THE SWEEPSTAKES, OR ANY SWEEPSTAKES-RELATED OR SWEEPSTAKES PRIZE-RELATED ACTIVITY; (B) THE USE BY RELEASED PARTIES (INCLUDING MODIFICATION, ADAPTATION, AND REPRODUCTION) OF ENTRY MATERIALS DURING OR AFTER THE SWEEPSTAKES; (C) THE DELIVERY, ACCEPTANCE, POSSESSION, REDEMPTION, USE, MISUSE, LOSS, OR MISDIRECTION OF THE SWEEPSTAKES PRIZE; AND (D) ANY OTHER CLAIM OR CAUSE OF ACTION YOU MAY HAVE AGAINST ANY RELEASED PARTY.
- 11. By participating in the Sweepstakes, you further agree that (a) all disputes, claims, and causes of action arising out of or connected with the Sweepstakes or the prize, shall be resolved individually, without resort to any form of class action; (b) all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (c) under no circumstances will you be permitted to obtain any award for, and you hereby waive all rights to claim, punitive, incidental or consequential damages, all rights to have damages multiplied or otherwise increased, and any other damages other than actual out-of-pocket expenses. Without limiting the foregoing, by participating in the Sweepstakes and/or accepting the Sweepstakes prize, you release, forever discharge, covenant not to sue and hold harmless Released Parties from all claims, demands, damages, losses and liabilities of any nature whatsoever, which you may now or hereafter assert.

### MISCELLANEOUS

- 12. Sponsor reserves the right to cancel, suspend or terminate the Sweepstakes, or other part thereof, if Sponsor determines, in its sole discretion, that the security, administration, fairness and/or operation of the Sweepstakes has been corrupted or impaired by any non-authorized intervention, network failure, information storage failure, telecommunications failure, malfunction, or any other cause beyond Sponsor's control. In such an event, the Sponsor will post notice at its website and select the Winning Entrant from all non-suspect Submissions received prior to the suspension, cancellation or termination of the Sweepstakes or in such other manner as Sponsor, in its sole discretion, deems fair and appropriate under the circumstances.
- 13. Sponsor reserves the right to disqualify any individual from further participation in the

Sweepstakes if Sponsor concludes, in its sole discretion, that such person (a) has attempted to tamper with any entries or the operation of the Sweepstakes, (b) has repeatedly disregarded or has attempted to circumvent these Official Rules, or (c) has acted towards Sponsor or any other participant or person in an unfair, inequitable, deliberately annoying, threatening, disrupting or harassing manner. Tampering includes attempting to submit Submissions except as permitted herein, including by using any prohibited device or method. Any failure by Sponsor to enforce any of these Official Rules shall not constitute a waiver of such Official Rules.

14. Any attempt by any individual to defraud, tamper with, or deliberately undermine, the legitimate operation of the Sweepstakes may be a violation of criminal and/or civil laws and Sponsor reserves the right to pursue any available damages or remedies against such individual and/or refer such matters to law enforcement for prosecution to the fullest extent permitted by law.

### DISPUTES

- 15. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant's or Released Parties in connection with the Sweepstakes shall be governed by Florida law, without giving effect to any choice of law rules that would cause the application of the laws of any jurisdiction other than Florida.
- 16. Arbitration: Except where prohibited by law, by participating in the Sweepstakes, you expressly agree that (a) all disputes and causes of action arising out of or connected with the Sweepstakes or the Sweepstakes Prize shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association ("AAA") in Miami-Dade County, Florida; (b) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (c) judgment upon such arbitration award may be entered in any court having jurisdiction.
- 17. By participating in the Sweepstakes, you expressly (a) agree that any legal proceedings arising out of or relating in any way to the Sweepstakes or these Official Rules shall be brought only in the federal or state courts located in Miami-Dade County, Florida, and (b) consent to the mandatory and exclusive jurisdiction in such courts with respect to any such legal proceedings.
- 18. In the event of any discrepancy or inconsistency between any terms or conditions of these Official Rules and any disclosures or other statements contained in any other Sweepstakes-related materials, the terms and conditions of these Official Rules shall prevail, govern and control. If any provision of these Official Rules is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

### **NFL & TRADEMARKS**

- 19. The NFL Entities (defined above) will have no liability or responsibility for any claim arising in connection with participation in the Sweepstakes or the Sweepstakes prize. The NFL Entities have not offered or sponsored the Sweepstakes in any way.
- 20. Miami Dolphins trademarks and copyrights are the property of the Miami Dolphins. All Rights Reserved.
- 21. Sponsor's trademarks and copyrights are the property of Centene Corporation. All Rights Reserved.
- 22. Any third-party trademarks mentioned herein are the property of their respective trademark owners and the use or mention of any such third-party trademarks in these Official Rules or in the

Sweepstakes is solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the Sweepstakes.

23. WINNER'S NAME/OFFICIAL RULES: For a copy of the Official Rules of the Winning Entrant's names, send a self-addressed, stamped envelope to Sunshine Health Marketing and Communications, PO BOX 459089, Fort Lauderdale, FL 33345-9089, specifying either "Winner's Name" or "Official Rules". Winning Entrants' names will be available after December 4, 2023 and will be posted on Sunshine Health's Facebook page, @SunHealthFL.