

2021 Alberta Blue Cross®

Faces of wellness award program
Official award program rules

The Faces of Wellness award program (the “Award Program”) is open only to legal residents of Alberta who are at least eighteen (18) at the time of entry, who submit a Faces of Wellness story and photos that meet the Submission Guidelines described below and pertain to true events that happened to that individual.

Employees of Alberta Blue Cross, and their respective advertising, promotional or travel agencies or individuals involved with the design, production, execution or distribution of the Award Program and the immediate family and household members of such individuals, are not eligible to enter or win. “Immediate family members” shall mean parents, stepparents, children, stepchildren, siblings, stepsiblings, or spouses, regardless of where they live. “Household members” shall mean people who share the same residence at least three months a year, whether related or not.

The Award Program is governed by these Official Rules and is subject to all applicable federal, state, and local laws. Proof of residency and age may be required.

1. Sponsor

The 2021 Alberta Blue Cross Faces of Wellness award program is sponsored by ABC Benefits Corporation o/a Alberta Blue Cross, 10009 108 Street Edmonton, AB T5J 3C5.

2. Entry Period

The Faces of Wellness award program entry period will run from July 1, 2021 to September 30, 2021.

2. How to Enter

To enter the Award Program you must visit Facesofwellness.ca (the "Program Microsite") during the Entry Period and provide all required registration information and consents. Submit a detailed story and photos or video (collectively, an "Entry") which comply with the Submission Guidelines detailed below. There is a limit of one (1) entry per person. All Entries must follow these Official Rules, including, without limitation, the Submission Guidelines. Proof of submission of entry does not constitute proof of delivery or receipt by Sponsor or entry during the Entry Period. All Entries become the property of Sponsor and will not be acknowledged or returned, and no correspondence will be entered into by Sponsor to entrant regarding the status of an Entry. Multiple entrants are not permitted to share the same email address or account and entrant may not participate with multiple e-mail addresses. Entrant may not use any device or artifice to enter multiple times or as multiple entrant. Entries received from any person, regardless of email address used, in excess of the above stated limitation, will be void.

Incomplete entries, entries by script, macro or other automated means, or entries that do not fully comply with these Official Rules, including without limitation, the Submission Guidelines, or which subvert the entry process, in the sole discretion of Sponsor, will not be eligible. All entries must be received during the Entry Period to be eligible.

3. Submission Guidelines

Each Entry that is submitted to this Award Program must comply with the following submission guidelines (the “Submission Guidelines”) to be eligible. Any Entry that, in Sponsor's sole and absolute discretion, violates these Official Rules or the Submission Guidelines below will be disqualified and/or will not be eligible to win. By participating in this Award Program, entrant grants Sponsor and Alberta Blue Cross permission to use his/her name, likeness, photograph and/or biographical information for promotional and publicity purposes in any and all media without additional compensation, notification or permission, unless restricted by law.

The Entry MUST, in the sole discretion of Sponsor:

- Be written in English;
- Include a true, original story about the individual, outlining the following (in 300 words or less):
 1. The wellness experience of the entrant and how they overcame the challenge to live their best life.
 2. Examples of how the entrant lives a life of wellness and regularly encourages others to do the same.
- include uplifting or aspirational photos or a video of the entrant that evokes inspiration, and embody moments that affirm a positive, healthy lifestyle (with photos or video that comply with the format and length requirements set forth on the Program Microsite).
- Entries may also be nominations of another deserving individual with the written permission of that individual. In such cases, the nominated individual is considered the entrant for sake of potential prize eligibility.

The Entry must NOT, in the sole discretion of Sponsor:

- Contain material that violates or infringes upon another's rights, including but not limited to privacy, publicity or intellectual property rights (including, without limitation, trademark or copyright), without permission;
- Disparage, misrepresent or reflect negatively on Sponsor or Alberta Blue Cross, or any of their respective products or services, Sponsor's competitors or their products or services, or any other person or party affiliated with the Award Program, or in any way reflect negatively upon such parties or explicitly or implicitly communicate messages or images inconsistent with the positive images and/or goodwill with which Sponsor wishes to be associated;
- Contain company names, product names, brand names or trademarks (other than to identify the name of Alberta Blue Cross that provides healthcare insurance for the entrant);
- Contain the names, likenesses, or other indicia identifying any celebrities;

- Contain the names, likenesses, or other indicia identifying any other individual, public or private figure, living or dead, without permission (using authorization and other forms provided on the Program Microsite);
- Contain material that is inappropriate, indecent, obscene, pornographic, profane, hateful, tortious, defamatory, slanderous, controversial or libelous;
- Contain material that promotes alcohol, illegal drugs or tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous;
- Contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- Contain material that is unlawful, in violation of or contrary to applicable laws or regulations; and/or
- Contain material with which the Sponsor does not wish to associate itself.

4. Grant of Rights

By submitting an Entry, the entrant hereby

(a) irrevocably grants to Sponsor and Alberta Blue Cross, and their respective successors and assigns, a non-exclusive, transferable, fully-paid, royalty-free, worldwide, perpetual license, including the unlimited right to sublicense, reproduce, modify, publicly perform, publicly display, distribute, and use the Entry by means of any and all media and devices whether now known or hereafter devised, including, without limitation, on Sponsor's and Alberta Blue Cross's respective websites, print materials, electronic newsletters, Facebook pages, Twitter pages, Instagram pages and other social media pages; and

(b) agrees to execute all further documents respecting the entry requested by Sponsor or Alberta Blue Cross, including any further license, in order for Sponsor or Alberta Blue Cross to use the Entry as contemplated by the Award Program. Each entrant irrevocably waives all so-called moral rights they may have in the Entry. For clarity, Sponsor and Alberta Blue Cross has the right (but not the obligation) to publish any Entry on any of Sponsor's and Alberta Blue Cross's respective websites, print materials, electronic newsletters, Twitter pages, Facebook pages, Instagram pages and other social media pages and as Sponsor and Alberta Blue Cross otherwise so chooses.

5. Representations and Warranties/Indemnification

Each person who enters this Award Program represents and warrants as follows: (i) entrant has obtained any and all necessary permissions required to submit the Entry and for Sponsor's and Alberta Blue Cross's right to use the Entry the purposes described above; (ii) the Entry is owned by entrant; (iii) the Entry is true and wholly original with entrant and, as of the date of submission, the Entry is not the subject of any actual or threatened litigation or claim; (iv) the Entry does not and will not violate or infringe upon the intellectual property rights or other rights of any other person or entity, including, but not limited to, rights of privacy and publicity; (v) and the Entry does not and will not violate any applicable laws, and is not and will not be considered defamatory or libelous. Each entrant hereby agrees to indemnify and hold the

Released Parties (as defined below) harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

8. Award Winner Notification/Verification

Alberta Blue Cross® will conduct a review of all eligible entrants and select winners based on Alberta Blue Cross's assessment of each entry's respective and comparative merits

Before being declared a winner, Selected Entrants will be required to: (i) correctly answer Alberta Blue Cross's skill-testing question; (ii) agree to the Alberta Blue Cross's Declaration of Eligibility and Liability/Publicity Release form (the "**Winner Release**"); and (iii) comply with all other Contest Rules, all in the sole discretion of Alberta Blue Cross®.

Selected Entrants will be notified by November 1, 2021 and will be contacted via the email provided in the Entrants application. A Selected Entrant that does not or cannot accept a prize may be forfeited and a new Selected Entrant selected by random draw, in Alberta Blue Cross's sole discretion. A signed copy of Alberta Blue Cross's Winner Release must be received by Alberta Blue Cross® no later than November 15, 2021. Alberta Blue Cross® is not responsible for the failure for any reason whatsoever of a Selected Entrant to receive notification or for Alberta Blue Cross® to receive a Selected Entrant's response.

Disputes regarding identity of entrant: If the identity of a Selected Entrant is disputed, the entry will be deemed to have been submitted by the individual assigned to the email address entered at the time of entry (the "**Authorized Account Holder**"). Each Selected Entrant may be required to provide proof that he/she is the Authorized Account Holder associated with a selected entry.

9. Release

All winners must sign the Alberta Blue Cross's Winner Release to: (i) confirm compliance with all Contest Rules; (ii) agree to accept prizes as awarded; (iii) release, discharge and hold harmless the Alberta Blue Cross®, its departments and agencies, parent, related and affiliated companies, subsidiaries, franchisees, advertising and promotional agencies, counsel, marketing partners, and each of their respective directors, officers, employees, shareholders, successors, Alberta Blue Cross's, partners, licensees, subsidiaries, agents, artists, advisors, assignees, and all others associated with the administration, development and execution of the Contest (the "**Released Parties**") from and against any and all manner of action, cause of action, claim or demand, loss or injury, use or misuse of a prize or any travel related thereto, and the use of entries by Alberta Blue Cross®, suit, debt, covenant, contract, including legal fees and expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract and fundamental breach, failure of any third-party contractor or supplier used in connection with any aspect of the Contest to perform or deliver any goods or services, any act of God or any other event beyond the Released Parties' control, any dissatisfaction of any kind by a winner with any aspect of the Contest or any prize, liability for physical injury, death, or property damage which

the entrants, guests, their heirs, successors or assigns have, might have or could have suffered, by reason of or arising out of the entrant's participation in the Contest and/or in connection with the acceptance and/or exercise by the entrant of prizes as awarded; and (iv) indemnify the Released Parties against any loss, damage or expense, including legal fees, that any of the Released Parties may suffer or incur as a result of any non-compliance by entrants with any of the Contest Rules or participation in the Contest and/or in connection with the acceptance and/or exercise by an entrant of a prize, and the use of entries by Alberta Blue Cross®.

Alberta Blue Cross® is not responsible for: (i) incorrect or inaccurate entry information that may affect a person's ability to participate in the Contest or be awarded a prize, including but not limited to human error, technical malfunctions, lost or delayed entries for any reason, mail failures, omission, or any combination thereof, and entries that fail to fully comply with these Contest Rules; (ii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (iii) lost, incomplete, delayed, mutilated or misdirected entries or Winner Releases; (iv) injury or damage to entrants' computers or to any other individual's computer related to or resulting from participating in, or downloading any material regarding the Contest or accepting a prize; (v) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize, including any related travel and the use of entries by Alberta Blue Cross®; (vi) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third-party computer hackers or otherwise; or (vii) late, lost, misdirected or unsuccessful efforts to notify a potential winner.

10. General Conditions

Sponsor, and the Released Parties shall not have any obligation or responsibility, including any responsibility to award any Award to entrants, with regard to: (a) Entries that contain inaccurate, false or incorrect information or do not comply with or violate the Official Rules; (b) Entries, Award claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) entrants who have committed fraud or deception in entering or participating in the Award Program or claiming the Award; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the Winner to accept the Award for any reason (except as may be permitted, in Sponsor's sole discretion, as set forth above in Section 7); (f) any delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control; or (g) any damages, injuries or losses of any kind caused by any Award or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any Award or resulting from participating in this Award Program, the Summit or any promotion or Award related activities. Sponsor reserves the right, in its sole discretion, to disqualify any individual whom Sponsor finds to be: (a) tampering with or otherwise abusing the entry process or the operation of the Award Program; (b) acting in violation of the Official Rules or acting in a non-sportsmanlike or disruptive manner; or (c) entering or attempting to enter the Award Program multiple times through the use of multiple registrations or the use of any robotic, mechanical, programmed or automated devices to submit entries. If Sponsor determines, in its sole discretion, that technical

difficulties or unforeseen events compromise the integrity or viability of the Award Program, or the Award Program is not capable of running as planned by reason of, but not limited to, tampering, unauthorized intervention, fraud, technical failures or any other causes which Sponsor deems could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Award Program, Sponsor reserves the right, by posting a notice on the Program Microsite, to void the Entry(ies) at issue and/or terminate the relevant portion of the Award Program, including the entire Award Program, and/or modify the Award Program and/or award the Award from all eligible Entries received as of the termination date. **ENTRANT SHALL NOT USE THE “ALBERTA BLUE CROSS” OR “BLUE CROSS” FACES OF WELLES, SYMBOLS, TRADEMARKS, SERVICE MARKS, OR MAKE ANY REFERENCE TO “CABCP,” “BLUE CROSS AND BLUE SHIELD ASSOCIATION,” OR ANY CABCP COMPANIES IN ANY MANNER, INCLUDING PRESS RELEASES, PUBLIC STATEMENTS, INTERVIEWS, LETTERS OR EMAIL, OR SOCIAL MEDIA (FACEBOOK, TWITTER, ETC.), WITHOUT THE PRIOR WRITTEN APPROVAL OF ALBERTA BLUE CROSS.** Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that term.

11. Limitations of Liability

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Award Program; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Award Program; (d) technical or human error in the administration of the Award Program or the processing of registrations; (e) damage to entrant’s or third person’s computer and/or its contents caused by computer virus or otherwise resulting from entrant’s access to the Program Microsite, whether human, mechanical or electronic; or (f) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant’s participation in the Award Program or receipt or use or misuse of any Award. If for any reason an entrant’s registration is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant’s sole remedy is another entry in the Award Program. No more than the stated number of the Award will be awarded.

12. Law

The Contest is void where prohibited by law and is subject to all applicable Canadian federal, provincial, territorial, municipal and local laws. This Contest shall be governed exclusively by the laws of the Province of Alberta including all issues and questions concerning the construction, validity, interpretation and enforceability of these Contest rules, rights and obligations between entrants and Alberta Blue Cross®, and procedural provisions, without giving effect to any choice of law or conflict of law rules. Any dispute shall be adjudicated by the courts sitting in city of Edmonton, in the Province of Alberta.

13. Entrant’s Personal Information

Information collected from entrants is subject to the Sponsor's Privacy Policy, which is available at <https://ab.bluecross.ca/privacy.php>.

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