

BLUE365® SWEEPSTAKES FOR EMPLOYERS

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT IMPROVE YOUR CHANCES OF WINNING.

Benefit Administrators (defined below) are eligible to participate in this Blue365 contest for employers (“Sweepstakes”). “Benefit Administrators” are representatives from organizations offering healthcare coverage benefits sponsored by Blue Cross and Blue Shield Association (“BCBSA”) and Blue Companies participating in the Blue365 Program as of April 1, 2018 (“Participating Blue Companies,” identified in Exhibit “A”). To enter, Benefit Administrators, **between April 1, 2018 at 12:01am CDT and June 28, 2018 at 10:59am CDT** (the “Entry Period”) must fill out an online form (“Entry Form”), located at www.Blue365deals.com/employer-solutions, to provide Sponsor with information including the Benefit Administrator’s name, contact information, and general information about the organization that he/she represents. Sponsor will use the information contained in the Entry Form to send an invitation (“Invitation”) to the entrant to a “Blue365 for Employers” webinar (“Webinar”) that provides an overview of the Blue365 program; and then the entrant must also attend the Webinar. Sponsor’s computer shall be the official clock of the Sweepstakes. The Sponsor currently anticipates that the Webinar will take place on several dates between **April 1, 2018 and June 28, 2018**, with the exact dates and times to be identified in the Invitation, as determined in Sponsor’s sole discretion. Sponsor reserves the right, in its sole discretion, to cancel, postpone, or change the date and/or time of the Webinar depending on logistics and other business considerations, including but not limited to total number of attendees and Webinar presenters’ availability. By completing the Entry Form and attending the Webinar, the Benefit Administrator will be entered in the Sweepstakes for a chance to be the winner (“Winner”) of a \$50 Amazon® gift card (“Prize”). Additional terms and conditions of the gift cards apply. Total value of all prizes is \$50. Void where prohibited. By entering the Sweepstakes, entrants accept and agree to be bound by these Official Rules and the decisions of the Sponsor, which shall be final and binding in all respects. Proof of submitting information at Sweepstakes web site is not considered proof of delivery or receipt.

INTERNET ACCESS AND VALID E-MAIL ADDRESS ARE REQUIRED TO ENTER THE SWEEPSTAKES.

1. Sponsor. The Sweepstakes is sponsored by the Blue365 Program, a Division of Blue Cross and Blue Shield Association (“BCBSA”), located at 225 N. Michigan Ave., Chicago, Illinois 60601 (the “Sponsor”). The Sponsor is solely responsible for all aspects of the Sweepstakes, including the administration and fulfillment of the Sweepstakes.

2. Eligibility. Except where regulated or restricted by law, the Sweepstakes is open to legal residents of the “United States” (including the 50 States plus the District of Columbia and Puerto Rico) who, at the time of entry, have reached the age of majority (in most U.S. jurisdictions, 18 years of age) in his/her jurisdiction of residence. Employees, officers, shareholders, and directors of the Sponsor, Participating Blue Companies, or any Blue Cross and/or Blue Shield licensed Member Plan (“Member Plan”), and their respective family members (parents, children, siblings or spouse) or persons living in the same

household, whether related or not, are not eligible to enter or win. One entry per person. One entry per e-mail address. Other eligibility requirements and conditions of participation in the Sweepstakes are set forth in these Official Rules. All federal, state, municipal, and local laws and regulations apply. Void in all jurisdictions outside the United States and where prohibited or restricted by law. Failure to comply with all eligibility requirements set forth in the Official Rules will result in disqualification, with examples including but not limited to submission of an incomplete Entry Form(s), late entry submission after the Entry Period has ended, and/or entries submitted by persons who are not Benefit Administrators or who did not attend the Webinar.

3. Prize Conditions. Prize is non-transferable; no cash equivalent for the Prize and no cash redemptions or substitutions will be allowed, except at Sponsor's sole discretion. The Winner shall be solely responsible for any taxes that may be due for receipt of the Prize. The Winner may waive his/her right to receive the Prize; and, if so, then Sponsor will award the Prize to an alternate winner (through the process described below in Section 7).

4. Drawing. The Winner will be randomly selected (the "Drawing") from among all Benefit Administrators who entered the Sweepstakes. The Drawing will be conducted by the Sponsor or its representatives ten (10) business day after the "Blue365 for Employers" webinar is held.

5. Odds of Winning. The odds of winning a Prize depend upon the total number of eligible entries received during the Entry Period.

6. Winner Notification and Delivery; Sweepstakes Results. An entrant initially selected as the potential Winner will be notified by the Sponsor within five (5) business days following the Drawing in which the entrant was chosen as the Winner. The potential Winner will be notified by email using the email provided at the time of entry in the Sweepstakes. The Winner is responsible for providing the Sponsor with the Winner's current and valid email address. To claim the Prize, the potential Winner must accept the Prize within ten (10) days of transmission of the email notification ("Acceptance Period").

Entrant may not participate with multiple e-mail addresses. Entries will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. The authorized account holder is the natural person who is assigned to the 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. A potential winner may be requested to provide proof that he or she is the authorized account holder of the e-mail address associated with a winning entry. The Sponsor is not responsible or liable for late, lost, misdirected, or unsuccessful efforts to notify the potential Winner. Entries are 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.

For Sweepstakes results, send a hand-printed, self-addressed, stamped envelope to Winner List—Blue365 Benefit Administrators Sweepstakes Program, c/o BCBSA, Attn: Blue365, 225 North Michigan Avenue, Chicago, Illinois 60601. Requests for the Winner List must be received by July 10, 2018.

7. Disqualification, Forfeiture and Selection of Alternate Winner. At the sole discretion of the Sponsor, disqualification, forfeiture, or waiver and the selection of an alternate winner may result from any of the following: (a) the potential Winner's waiver or failure to accept the Prize within the Acceptance Period; (b) the failure of notification or undeliverable emails resulting from any form of active or passive email filtering or insufficient space in the potential Winner's email account to receive emails; (c) the potential Winner's failure to provide the Sponsor with satisfactory proof of age, identity or residency; or (d) the potential Winner's failure to comply with any other terms, conditions or restrictions of these Official Rules. In the event of disqualification or Prize forfeiture, an alternate winner will be selected by the Sponsor from among all remaining eligible entries received at the time of the disqualification or forfeiture.

8. Limitations. Neither the Sponsor nor BCBSA, nor any Participating Blue Companies nor any Member Plans, nor any of their respective officers, directors, shareholders, employees, agents, or representatives (individually and collectively, "Releasees") are responsible for: (a) entries from persons residing or physically located outside the United States, or entries that are altered, delayed, deleted, destroyed, forged, fraudulent, illegible, improperly accessed, inaccurate, incomplete, interrupted, irregular in any way, late, lost, misdirected, multiple, nondelivered, stolen, tampered with, unauthorized, unintelligible, or otherwise not in compliance with these Official Rules; (b) lost, interrupted or unavailable telephone, software, satellite, programming or network, server or other connections, network malfunction, or other technical failures or errors, or failure to properly process entries; (c) communication disruption or other forces beyond the reasonable control of the Sponsor, including inability to access the Sweepstakes web site, submit entries or other disruption related to Internet traffic, virus, bug, or unauthorized intervention; (d) miscommunications; (e) failed computer hardware or software or telephone transmissions; (f) technical failures; (g) unauthorized human intervention; (h) traffic congestion; (i) garbled or jumbled transmissions; (j) undeliverable emails resulting from any form of active or passive email filtering; (k) insufficient space in entrant's email account to receive email; (l) damage caused by computer virus or otherwise resulting to any computer from entrant's access of the Sweepstakes web site, whether human, mechanical or electronic; or (m) other errors of any kind, whether due to electronic, human, mechanical, printing, production or technical errors or other causes; even if caused by the negligence of any of the Releasees. The use of automated or third-party software or website to enter is prohibited, and any entries made through such methods will be disqualified. Sponsor reserves the right to void all entries made through any robotic, automatic, mechanical, programmed or similar entry duplication method and to disqualify any individual using such a method. The Sponsor reserves the right to cancel, terminate or modify the Sweepstakes if it is not capable of completion as planned, including by reason of infection by computer virus, bugs, tampering, fraud, unauthorized intervention, force majeure, technical failures of any sort, or any other reason that it believes, in its sole discretion, would corrupt the integrity, administration, proper conduct, security, or fairness of the Sweepstakes; Sponsor shall post notice of such action on the Sweepstakes website at www.blue365deals.com/employer-solutions. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with or otherwise abusing the entry process or the operation of the Sweepstakes, to be acting in violation of these Official Rules, or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other

person. The Sponsor's failure to enforce any provision of these Official Rules shall not constitute the waiver of such provision.

9. General Conditions and Disclaimers. By entering the Sweepstakes, you agree, represent, and warrant that: (a) you will be bound by these Official Rules and the Sponsor's decisions, which shall be final and binding in all respects; (b) you release and hold harmless the Releasees, from: (i) telephone, electronic, hardware or software program, network, Internet, or computer malfunctions, failures, or difficulties of any kind; and (ii) any condition caused by events beyond the control of the Sponsor that may cause the Sweepstakes to be disrupted or corrupted, with the understanding that the Sponsor's sole obligation is to seek to conduct the Sweepstakes, making the Prize available to be won, in a manner determined by the Sponsor, in its sole discretion, to be fair, appropriate and consistent with these Official Rules; (c) the Releasees do not make any representation, warranty or guarantee, express or implied, relating to the Prize; (d) the Releasees are not responsible for printing or typographical or other errors in the offer or administration of the Sweepstakes or any materials associated with the Sweepstakes, including, but not limited to: errors in the advertising, Official Rules, selection and announcement of the Winner and distribution of the Prize; (e) the Releasees are not responsible for any inability of the Winner to accept or use the Prize (or any portion thereof) for any reason; and (f) the Releasees are not responsible for any failure of delivery of notification to the Winner.

10. Release and Indemnification. BY ENTERING THE SWEEPSTAKES, ENTRANTS RELEASE AND HOLD THE RELEASEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, RIGHT, CLAIMS, AND ACTIONS OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE SWEEPSTAKES OR PARTICIPATION IN ANY SWEEPSTAKES-RELATED ACTIVITY, INCLUDING WITHOUT LIMITATION, ACCESS TO ANY MATERIALS, OR RESULTING DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE SWEEPSTAKES, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY.

11. Disclosure by Winner. Winner acknowledges and agrees that Winner is not required to make any statements about, or provide any opinions regarding, the Prize, and any such statements and opinions made by Winner are at Winner's sole discretion. If Winner is employed by, works for, or provides content to, any means of mass communication, such as newspapers, magazines, radio, television or the Internet (collectively, the "Media"), then Winner will not speak about or refer to the Prize, directly or indirectly, in such capacity through the Media, without disclosing that Winner won the Prize in connection with the Sweepstakes.

12. Privacy. Information submitted in connection with the Sweepstakes will be treated in accordance with these Official Rules and Sponsor's Privacy Policy (as may be amended from time to time), currently available at <https://www.blue365deals.com/privacy-policy>; provided that, in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of the Official Rules shall prevail. Entrants whose email address is submitted as part of the Sweepstakes agree that the Sponsor, BCBSA, or any Participating Blue Companies or Member Plan may contact them by email to make the entrant aware of information pertinent to the Sweepstakes, and to distribute information regarding

products, special events, promotional offers, or purchase incentives. Entrants may choose to opt-out of future email notifications by clicking the link in the email and following the opt-out instructions.

13. Publicity Release. Except where prohibited by law, the Winner's acceptance of the Prize constitutes the grant to the Sponsor, BCBSA, and all Participating Blue Companies and Member Plans of an unconditional right to use the Winner's full name, photo, likeness, voice, biographical information and statements, at any time or times, for advertising, trade publicity, promotional and commercial purposes without additional notice or compensation.

14. Applicable Law. Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any part of the Prize awarded, shall be resolved individually, without resort to any form of class action; (b) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any part of the Prize awarded, shall be resolved exclusively by the Circuit Court of Cook County, Illinois (First District, Chicago) or the United States District Court for the Northern District of Illinois; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (d) 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 and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules (whether of the State of Illinois or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Illinois.

15. Amazon Disclaimer. The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Amazon.com, Inc. When you enter the Sweepstakes, you are providing your entry information to the Sponsor, BCBSA, Participating Blue Companies and Member Plans, and not to Amazon. By entering the Sweepstakes, you agree to release and hold harmless Amazon from any and all liability associated with this promotion.

Exhibit A

Participating Blue Companies List

Arizona, Blue Cross and Blue Shield
Arkansas, Blue Cross and Blue Shield
Delaware, Highmark Blue Cross Blue Shield — Delaware
District of Columbia, CareFirst Blue Cross Blue Shield
Florida, Blue Cross Blue Shield
Illinois, Blue Cross and Blue Shield
Iowa, Wellmark Blue Cross Blue Shield
Kansas, Blue Cross Blue Shield
Louisiana, Blue Cross Blue Shield
Maryland, CareFirst Blue Cross Blue Shield
Massachusetts, Blue Cross Blue Shield
Massachusetts, Blue Benefit Administrators
Michigan, Blue Cross Blue Shield
Minnesota, Blue Cross Blue Shield
Missouri, Blue Cross Blue Shield of Kansas City
Montana, Blue Cross Blue Shield
Nebraska, Blue Cross Blue Shield
New Jersey, Horizon Blue Cross Blue Shield
New Mexico, Blue Cross and Blue Shield
New York, Excellus BlueCross BlueShield
New York, Excellus BlueCross BlueShield (Medicare members only)
North Carolina, Blue Cross Blue Shield
Oklahoma, Blue Cross and Blue Shield
Pennsylvania, Blue Cross of Northeastern — Wikes-Barre
Pennsylvania, Highmark Blue Shield
Pennsylvania, Capital BlueCross — Harrisburg
Pennsylvania, Highmark Blue Cross Blue Shield — Pittsburgh
Pennsylvania, Independence Blue Cross — Philadelphia
Pennsylvania, Independence Administrators
Puerto Rico, Triple-S
South Carolina, Blue Cross Blue Shield
South Carolina, BlueChoice HealthPlan
South Dakota, Wellmark Blue Cross and Blue Shield
Tennessee, BlueCross BlueShield
Texas, Blue Cross and Blue Shield
Virgin Islands, Triple-S Advantage
Virginia, CareFirst Blue Cross Blue Shield
West Virginia, Highmark Blue Cross Blue Shield West Virginia
Federal Employee Program