

BLUE365[®] SWEEPSTAKES OFFICIAL RULES

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

Newly registered Members of Blue Companies participating in the Blue365 Program (“Participating Blue Companies”), described in Exhibit A, are eligible to participate in the Blue365 Sweepstakes (“Sweepstakes”). To enter, Members must register on the Blue365 website to become “Blue365 Members”. Upon entry, the Member will be entered automatically for a chance to be the winner (“Winner”) of a \$25 cash gift (“Prize”). 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.

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 who 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 a Member Plan, and their 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. 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.
- 3. Prize Conditions.** No substitutions allowed. 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.
- 4. Drawing.** The Winner will be randomly selected (the “Drawing”) from among all newly registered Blue365 Members during the month. The Drawing will be conducted by the Sponsor or its representatives each month. An entrant may only win one Prize in the Sweepstakes. The Sponsor will compile the list of entrants eligible for the Drawing.
- 5. Odds of Winning.** The odds of winning a Prize depend upon the total number of eligible entries received during the applicable month.
- 6. Winner Notification and Delivery.** 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”). The Sponsor is not responsible or liable for late, lost, misdirected, or unsuccessful efforts to notify the potential Winner.

7. Disqualification, Forfeiture and Selection of Alternate Winner. At the sole discretion of the Sponsor, disqualification or forfeiture and the selection of an alternate winner may result from any of the following: (a) the potential Winner's 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 of its Licensee Member Plans) nor any of their 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, non-delivered, stolen, tampered with, unauthorized, unintelligible, or otherwise not in compliance with these Official Rules; (b) lost, interrupted or unavailable network, server or other connections; (c) miscommunications; (d) failed computer hardware or software or telephone transmissions; (e) technical failures; (f) unauthorized human intervention; (g) traffic congestion; (h) garbled or jumbled transmissions; (i) undeliverable emails resulting from any form of active or passive email filtering; (j) insufficient space in entrant's email account to receive email; or (k) 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 Sponsor reserves the right to cancel, terminate or modify the Sweepstakes without notice if it is not capable of completion as planned, including by reason of infection by computer virus, bugs, tampering, 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, or fairness of the Sweepstakes. 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, and will adhere to Facebook's Statement of Rights and Responsibilities; (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; (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; and (iii) any printing or typographical errors in any materials associated with the Sweepstakes; (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 typographical or other errors in the offer or administration of 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 <http://www.bcbs.com/notices/>; 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 or BCBSA 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 its Licensee 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 compensation. The Winner agrees to be recognized on the Sponsor's website and Facebook page.

14. Applicable Law. The Sweepstakes, and any disputes that may arise hereunder, shall be governed in all respects by the laws of the State of Illinois without regard to the conflicts of laws principles of any jurisdiction. Venue with respect to any such disputes shall be had in the state and federal courts of the State of Illinois.

15. Facebook Disclaimer. The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook. When you enter the Sweepstakes, you are providing your entry information to the Sponsor and BCBSA and not to Facebook. By entering the Sweepstakes, you agree to release and hold harmless Facebook 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