

GIVING TUESDAY SWEEPSTAKES
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.

OPEN ONLY TO LEGAL RESIDENTS OF FLORIDA WHO ARE AT LEAST 18 YEARS OLD AT THE TIME OF ENTRY.

VOID OUTSIDE OF THE STATE OF FLORIDA AND WHERE PROHIBITED OR RESTRICTED BY LAW.

The Giving Tuesday Sweepstakes ("Sweepstakes") is administered by the Florida Blue Foundation 4800 Deerwood Campus Parkway, Jacksonville, FL 32246 ("Florida Blue") Florida Blue is collectively referred to as the "Administrator."

- 1. SWEEPSTAKES PERIOD:** The Sweepstakes begins on November 25, 2018, at 12:00 PM (noon) Eastern Time ("ET") and ends on November 30, 2018, at 11:59:59 PM ET ("Sweepstakes Period"). The Sweepstakes is made up of five (5) winners. [Votigo \(spr.ly/MyKindOfGiving\)](http://spr.ly/MyKindOfGiving) is the Sweepstakes' official clock.
- 2. ELIGIBILITY:** The Sweepstakes is offered only to legal residents of the State of Florida who are at least eighteen (18) years old at the time of entry. Officers, directors, agents, sales representatives, distributors and employees (and their respective household members and immediate family members, e.g., children, spouses, siblings, parents and the "steps" of each of the aforementioned) of Administrators, FLORIDA BLUE FOUNDATION, Guidewell and any of its subsidiaries, including Blue Cross and Blue Shield of Florida, Inc., Health Options, Inc., and each of their respective parent companies, subsidiaries, affiliates and advertising, promotion and web design agencies ("Sweepstakes Entities") and all other individuals/entities associated with the Sweepstakes are not eligible to enter or win. Void outside of the State of Florida and where prohibited or restricted by law. All federal, state and local laws apply.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Administrators' decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. Entrants and/or potential winners may be required to provide valid proof of identification and eligibility as required by Administrators.

- 3. HOW TO ENTER THE SWEEPSTAKES:** There are two (2) ways to enter the Sweepstakes:

A. Online: Entrants may participate in this Sweepstakes online by taking the following steps:

- i. How to register online:** During the Sweepstakes Period, an eligible entrant may log onto [Votigo \(spr.ly/MyKindOfGiving\)](http://spr.ly/MyKindOfGiving) to enter his/her valid content and contact information. If it is an entrant's first time entering the Sweepstakes, he/she must register by entering the information requested on the My Kind of Giving submission form, which may include, without limitation: his/her complete first and last name (initials are not permitted), phone number, street address, city, state, zip code and a valid email address and affirmation he/she has read and agrees to be bound by these Official Rules. Upon completion and submission of the photo, video or essay submission form, the entrant will receive a confirmation message that their information has been received. The date of the entrant's photo, video or essay submission will identify the prize pool the entrant will be automatically entered into. The prize pool, is identified in greater detail in Section 4 of these Official Rules.

NOTE: If an entrant accesses the Page from a mobile device, he/she understands data rates may apply. Entrants should check with their wireless service providers for details on these and other applicable charges. Entrants are solely responsible for any such wireless charges. Not all wireless carriers participate.

- ii. **How to obtain a Sweepstakes entry:** Upon submission of a photo, video or essay, the entrant will automatically receive one (1) Sweepstakes entry into the prize pool for the period in which the sweepstakes takes place. The entrant may return to the Page, submit a new photo, video or essay, and click “Submit” to receive one (1) additional Sweepstakes entry into the prize pool during the sweepstakes. There is no entry limit per entrant per the sweepstakes.

NOTE: An individual’s submission of a photo, video or essay through the “My Kind of Giving” application also serves as his/her consent as well as any other individuals in the photo consent for all purposes to the sale, reproduction and/or use of blog posts, photographs, video and voice recordings by Florida Blue and any designee of Florida Blue, including any agency, in all forms and media including television, advertising and social media (such as blog, Instagram, YouTube, Facebook and Twitter). He/She gives this consent, he/she assumes complete liability and responsibility for any other individuals used in the photo, and releases Florida Blue from liability for any violation of any personal or proprietary right he/she may have in connection with such sale, reproduction or use and acknowledge ownership by Florida Blue of such blog posts, photographs, video and voice recordings.

All Sweepstakes entries made online must be made by November 30, 2018, at 11:59:59 PM ET.

- B. **Mail-In:** Entrants may enter the Sweepstakes by mail by legibly handwriting a letter with his/her complete name (no initials), street address (P.O. Boxes not allowed), city, state, zip code, daytime phone number, age, valid e-mail address, his/her #MyKindOfGiving flyer, photo or video or essay to: My Kind of Giving Sweepstakes – Mail-In Entry, Florida Blue Foundation, 4800 Deerwood Campus Parkway, Jacksonville, Florida 32246 (a “Mail-In Entry”) to obtain one (1) entry into the Sweepstakes. An entrant may send unlimited Mail-In Entries during the entire Sweepstakes Period. All Mail-In Entries made by this method must be postmarked by the November 30, 2018. The cost of mailed in entries will remain the responsibility of the participant, and is not reimbursed.

Mail-In Entries will not be returned and no further correspondence will be entered into. Mail-In Entries must be original and hand-written. No mechanical reproductions allowed.

Use of any automated system or any like methods to participate in the Sweepstakes is prohibited and will result in disqualification of any entrant attempting such use.

4. PRIZE POOLS, PRIZES, ODDS OF WINNING, AND APPROXIMATE RETAIL VALUE (“ARV”):

- A. **Prize Pools and Prizes:** Five winners will win a \$10,000 donation from the Florida Blue Foundation to the designated 501(c)(3) non-profit organization of their choice in Florida.
- B. **Determination Of Prize Winners:** winners will be determined by the highest number of votes on their entry. In the event of a tie, qualified entries will be placed in a random drawing to select the

winner. All costs and expenses not specifically included herein are solely each winner's responsibility, as are all federal, state and local taxes.

No changes will be made to prize dates once any element(s) of the prize arrangements have been booked, except at Administrators' sole discretion. Administrators will not replace any lost or stolen prizes, vouchers or certificates or similar items once they are in the possession of a winner or his/her Guest(s). Prize is not redeemable for cash or credits.

Administrators and Florida Blue bear no responsibility if any event, element or detail of a prize is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of a prize become unavailable, the Administrators and Florida Blue shall have no obligation to a winner aside from providing the material goods of the prize, minus any unavailable event, element or detail. Winner and his/her Guest(s) shall be subject to all terms and conditions printed on any item in conjunction with a prize.

Florida Blue specifically reserves the right to refuse to award the donation to a 501(c)(3) in Florida that does not meet Florida Blue's standards for charitable support (education/literacy, health & human services, arts & culture, community development). Should this occur, Florida Blue will select the next winner to receive the donation.

- C. Odds of Winning:** The odds of winning a prize depend on the number of eligible Sweepstakes entries received during the Sweepstakes Period for that prize.

- 5. HOW TO CLAIM A PRIZE:** On or about the December 5, 2018, the potential winners will each be notified via e-mail from the Florida Blue Foundation or its authorized designee at the e-mail addresses they individually submitted when entering the Sweepstakes ("Notification"). Winners will be required to complete and return an Affidavit of Eligibility, a Liability Release and, where permissible, a Publicity Release, and tax acknowledgment form ("collectively, Affidavit"), which will be sent with the Notification. The completed Affidavit must be signed and notarized and returned to the Florida Blue Foundation or its authorized designee for receipt within seven (7) calendar days from the date it was sent to the potential winner or the prize may, in Sponsors' sole and absolute discretion, be forfeited. In the event that any e-mail is returned as undeliverable, or if no response to the Notification is received within the time period stated, or if the potential winner does not comply with these Official Rules, the prize may, in the Administrators' sole and absolute discretion, be forfeited and another winner may be selected.

The Florida Blue Foundation will contact verified winners to arrange coordination of prize within approximately two (2) to three (3) weeks of confirmation of eligibility. Prizes will not be mailed to a PO Box. The right to receive a prize is non-assignable, non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Administrators, who reserve the right to substitute a prize of equal or greater value in case of unavailability of a prize or force majeure, at Administrators' sole and absolute discretion. Further, Administrators reserve the right to substitute a prize with a prize of equal or greater value, including, without limitation, the cash value of a prize, at their sole and absolute discretion. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. Sweepstakes Entities shall not be held responsible for any delays in awarding a prize for any reason. Each prize will only be awarded to a verified winner.

- 7. LIMITATION OF LIABILITY:** By participating in the Sweepstakes, entrants agree that the Sweepstakes Entities, including Twitter, Instagram, YouTube, Facebook, LinkedIn and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations,

promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents ("Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, postage due, or undeliverable e-mail notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/Website/use net accessibility, availability or traffic congestion; or any technical, mechanical, printing or typographical or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of registration information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any Website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Sweepstakes and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Facebook page or any Sweepstakes-related website(s). The Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a prize. The Released Parties shall not be responsible or liable for entries or submissions that are entered by any automated computer, program, mechanism or device, for any entries in excess of the stated limit or for entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such entries may, in Sponsors' sole discretion, be disqualified.

If, for any reason, the Sweepstakes is not capable of running as planned, Administrators and/or the Florida Blue Foundation reserve the right, in their sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of winners, in a manner they deem fair and reasonable, including the selection of winners from among eligible entries received prior to such cancellation, termination, modification or suspension. The Sweepstakes is subject to all federal, state and local laws and regulations.

By entering the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Administrators, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his or her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the entrant's submissions, participation or inability to participate in the Sweepstakes, (b) the violation of any third-party privacy, personal, publicity or proprietary rights, (c) typographical or printing errors in these Official Rules or any Sweepstakes materials, (d) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof), (e) any change in the prizing (or any components thereof) due to unavailability or due to reasons beyond Sponsors' control, including, but not limited to, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation or modification of the Sweepstakes, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of any submission/entry (including,

without limitation, the registration information or any parts thereof), (i) any technical malfunctions with or unavailability of the Facebook page or any telephone network, computer system, computer on-line system, mobile device, computer timing and/or dating mechanism, computer equipment, software or Internet service provider, or mail service utilized by any of the Released Parties or by an entrant, (j) interruption or inability to access the Sweepstakes, the Facebook page or any other Sweepstakes-related websites or any on-line service via the Internet due to hardware or software compatibility problems, (k) any damage to entrant's (or any third person's) equipment used to access the Sweepstakes and/or its contents related to or resulting from any part of the Sweepstakes, (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged entries, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (o) lost, late, stolen, misdirected, damaged or destroyed prize (or any element thereof), or (p) the negligence or willful misconduct of entrant.

Without limiting the foregoing, everything regarding the Sweepstakes, including the Facebook page and prize components, are provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Some jurisdictions may not allow the limitations or exclusions of liability for incidental or consequential damages or exclusions of implied warranties, so some of the above limitations or exclusions may not apply. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

- 8. DISPUTES: THE SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF FLORIDA, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE COUNTY OF DUVAL, FLORIDA. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("AAA RULES"). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN FLORIDA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN DUVAL COUNTY, FLORIDA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION ACCRUED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**

Further, entrants hereby waive all rights to: (i) claim punitive, exemplary, special, incidental, indirect and consequential damages and any other damages (whether due to negligence or otherwise), other than for actual out-of pocket costs; and (ii) have damages multiplied or otherwise increased. Entrants agree that the rights and obligations of any entrant and/or Sweepstakes Entities and/or any other party shall be resolved individually, without resort to any form of class action.

- 9. PRIVACY POLICY:** Any personally identifiable information collected during an entrant's participation in the Sweepstakes will be collected by Administrators or designee and used by Administrators, their affiliates, designees, agents and marketers for purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules. For more information on the privacy policy, visit Facebook's privacy policy at <http://www.facebook.com/about/privacy/> or Florida Blue's Internet privacy policy at

[http://www3.bcbsfl.com/wps/portal/bcbsfl/w/privacy!/ut/p/b1/04_Sj9CPykssy0xPLMnMz0vMAfGjzOJNLDwMzZ0sXF2dArwtDTz9nNxdwvzdDQ0cjfULsh0VAXD5DQM!/.](http://www3.bcbsfl.com/wps/portal/bcbsfl/w/privacy!/ut/p/b1/04_Sj9CPykssy0xPLMnMz0vMAfGjzOJNLDwMzZ0sXF2dArwtDTz9nNxdwvzdDQ0cjfULsh0VAXD5DQM!/)

- 10. PUBLICITY RIGHTS:** By participating in the Sweepstakes and/or accepting a prize, each entrant agrees to allow Administrators, the Florida Blue Foundation and/or Administrators'/the Florida Blue Foundation designee the perpetual right to use his/her name, biographical information, photos and/or likeness, and statements for Sweepstakes, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, including live television, worldwide, including, but not limited to, on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.
- 11. GENERAL:** Any attempted form of participation in the Sweepstakes other than as described herein is void. If it is discovered or suspected, in Administrators' sole and absolute discretion, that an entrant has registered or attempted to register using multiple e-mail addresses, accounts, identities, proxy servers or like methods, all of that entrant's entries will be declared null and void, and that entrant will be ineligible to win a prize. Also, if it is discovered that any entrant attempted to receive additional entries in excess of the stated limitation, that entrant may, in Sponsors' sole and absolute discretion, be disqualified from the Sweepstakes. In the event of a dispute as to the identity of a winner, the winning submission will be declared made by the Authorized Account Holder of the e-mail address submitted on the registration form associated with such entry. "Authorized Account Holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each entrant may be required to show proof of being an authorized account holder. Administrators reserve the right to disqualify any individual found, in their sole opinion, to be tampering with the operation of the Sweepstakes, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Sweepstakes. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Sweepstakes will void any attempted participation effected by such methods and disqualify the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. Administrators' interpretation of these Official Rules is final and binding in all matters related to the Sweepstakes. Administrators' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries, submissions and/or materials submitted will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any Sweepstakes promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.
- 12. WINNERS LIST:** To obtain a list of winners, mail a self-addressed, stamped business-sized envelope to: My Kind of Giving Sweepstakes - Winners List Request, c/o Florida Blue Social Media Department, Building 100, 4800 Deerwood Campus Parkway, Jacksonville, FL 32246. Winners List requests must be received by January 15, 2018. VT residents may omit return postage.

Customer service inquiries may be made at [Contact Us](#).

The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrant agrees to release Facebook from any and all liability associated with this Sweepstakes. Entrants understand that they are providing their information to the Administrators and not to Facebook.