

## OFFICIAL CONTEST RULES FOR THE TAKECARE #SOCIALYCONNECTEDCONTEST

### ELIGIBILITY

The TakeCare Socially Connected Contest (“Photo Contest”) is open only to legal residents of Guam who are at least (18) years old with TakeCare Insurance.

### SPONSOR

The Photo Contest is sponsored by TakeCare Insurance, inc (“Sponsor”). This Photo Contest is no way sponsored by, endorsed by, administered by, or associated with Facebook.

### ENTRY PERIOD

The Photo Contest winners will be selected in 5 rounds:

Round 1 – 4<sup>th</sup> Quarter of 2015 (October 01, 2015 – December 31, 2015)

Round 2 – 1<sup>st</sup> Quarter of 2016 (January 01, 2016 - March 31, 2016)

Round 3 – 2<sup>nd</sup> Quarter of 2016 (April 01, 2016 – June 30, 2016)

Round 4 – 3<sup>rd</sup> Quarter of 2016 (July 01, 2016 – September 30, 2016)

Round 5 – 4<sup>th</sup> Quarter of 2016 (October 01, 2016 – December 31, 2016)

### WHAT TO ENTER

TakeCare Insurance is committed to providing our members with opportunities to achieve a Balanced Lifestyle. TakeCare Members are eligible to submit a photo to our Socially Connected Contest on Facebook.

To ensure eligibility, tag TakeCare Insurance and include the hashtag #sociallyconnectedcontest as well as the hashtag category of the healthy activity you are doing in the photo: #beactive #eatright #relaxandunwind #sociallyconnected

**If you choose to include people in your submission, you are responsible for obtaining the necessary releases from the individuals depicted, and must be able to provide copies of those releases to TakeCare Insurance upon request.**

**Please do not include the following:**

- Photos that violate or infringe upon another person's rights, including but not limited to copyright.
- Photos that contain sexually explicit, nude, obscene, violent or other objectionable or inappropriate content
- Images that involve the willful harassment, or damage to the environment by the photographer
- Images that involve putting any individual in danger.
- Photo collages<sup>1</sup>

<sup>1</sup> Photo Collages - Amendment 1/5/2015 (page 1)

<sup>2</sup> Sole Property - Amendment 1/5/2015 (page 2)

TakeCare shall determine entry eligibility in its sole and absolute discretion.

## HOW TO ENTER

**NO PURCHASE NECESSARY TO ENTER TO WIN** - Through your personal account, post a photo on Facebook of you doing any healthy activity – being active, eating right, relaxing and unwinding and/or being socially connected.

To ensure you're entered into our Facebook contest, be sure to tag TakeCare Insurance and include the hashtag #sociallyconnectedcontest as well as the hashtag category of the healthy activity you are doing in the photo: #beactive #eatright #relaxandunwind #sociallyconnected (.). Photos must be reflect the category you are entering.

All images must be submitted through the member's personal Facebook account or TakeCare's official Facebook page. You can select an image directly from your computer desktop or through mobile device. Digital images that are sent via mail or email will not be accepted.

Photos must be the sole property of the photographer/entrant. <sup>2</sup>

You may enter an unlimited number of times, but you may not use an agency or automated system to enter. Sponsor reserves the right to reject any additional entries or entries that do not comply with these Official Rules. By entering, you indicate your unconditional agreement to, and acceptance of, these Official Rules and Sponsor's decisions, which are final and binding. You cannot win a prize unless you comply with all requirements in these Official Rules.

## JUDGING

Photo with the most likes by the Round deadline will be named the winner.

## POTENTIAL WINNER REQUIREMENTS

Except where prohibited, a potential winner may be required to complete and return an affidavit of eligibility, including proof of age, and liability/publicity release within 14 days. If a potential winner fails to return these documents on time, an alternate potential winner may be selected in his/her place in a random drawing of all remaining entries received. Only three (3) alternate potential winners may be contacted per category. All potential winners cannot have won in a previous quarter in the same fiscal year.

## PRIZES

Four (4) winners will receive a \$300 Gift Card to any Affinity Rewards or Wellness Partner.

All winners are responsible for paying any income taxes and any and all other costs and expenses not listed above. Any prize details not specified above will be determined by Sponsor, in its sole <sup>1</sup>

discretion. A prize may not be transferred and must be accepted as awarded. A winner may not request cash or a substitute prize; however, Sponsor reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason, as determined by Sponsor, in its sole discretion.

## YOUR RIGHTS

If you submit a photograph to enter the Photo Contest, you grant Sponsor a royalty-free, nonexclusive right during the Photo Contest to:

- Display the photograph on Sponsor website
- Display the photograph on the Facebook and all other social media
- Allow third-parties to share the photograph on the following social media platforms: Twitter, Facebook, and Pinterest.

If your photograph is formally honored by the competition as a winner or an honorable mention, you grant Sponsor a royalty-free, nonexclusive right, in perpetuity, to:

- Use the photograph on the Internet and in Social Media in support of our mission.
- Use the photograph in Sponsor's internal and external communications materials including but not limited to web sites and web publications, fact sheets, fund raising publications, advertising, multimedia, presentation and membership services, annual report.
- Use in news stories, newsletters, reports, slide shows, displays, web pages, videos, membership premiums, and the like.
- Use, in connection with the Photo Contest, your name, city, state and country of residence in promotions and other publications.
- Retain a digital copy of your photograph.

## GENERAL CONDITIONS

In the event that the operation, security, or administration of the Photo Contest is impaired in any way, Sponsor may, in its sole discretion, either: (a) suspend the Photo Contest to address the impairment and then resume the Photo Contest; or (b) award the prize(s) from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify and seek damages from any individual who tampers with the operation of the Photo Contest, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that communication by Sponsor. In the event of a dispute as to the owner of an online entry, the authorized account holder of the e-mail address used to enter will be deemed to be the owner. The Photo Contest is subject to federal, state, and local laws and regulations and is void where prohibited.

## RELEASE AND LIMITATIONS OF LIABILITY

By entering, you agree to release and hold harmless Sponsor, Facebook, their respective parent, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the

<sup>1</sup> Photo Collages - Amendment 1/5/2015 (page 1)

<sup>2</sup> Sole Property - Amendment 1/5/2015 (page 2)

“Released Parties”) from and against any claim or cause of action arising out of participation in the Photo Contest or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Photo Contest; (b) technical errors; (c) printing errors; (d) late or undelivered mail; (e) errors in the administration of the Photo Contest; or (f) injury or damage to persons or property. You waive the right to claim any attorneys fees and any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

## **AMENDMENT**

1/5/16 – Photo Collages will not be accepted

1/5/16 – Photos must be the sole property of the photographer/entrant

4/4/16 - Potential winners cannot have won in a previous quarter in the same fiscal year.

<sup>1</sup> Photo Collages - Amendment 1/5/2015 (page 1)

<sup>2</sup> Sole Property - Amendment 1/5/2015 (page 2)