

Kaiser Permanente Official Rules for the Hawaii Employer-Union Health Benefit Trust Fund (EUTF) 2023 Wellness Challenge Sweepstakes

OFFICIAL RULES

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YOU DO NOT NEED TO BE A KAISER PERMANENTE MEMBER TO ENTER OR WIN. ENROLLING IN KAISER PERMANENTE WILL NOT IMPROVE YOUR CHANCES OF WINNING. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Valid only in Hawaii. Void everywhere else, outside the United States, and where prohibited by law. Subject to all federal, state and local laws, regulations, and ordinances. Sweepstakes begins on May 1, 2023, at 12:01a.m., HST and ends on November 28, 2023, at 11:59 p.m., HST (the "Sweepstakes Period"). Sponsor's computer is the official time keeping device for this Sweepstakes.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION.

1. Eligibility: KAISER PERMANENTE (KP) MEMBERSHIP IS NOT NECESSARY TO ENTER OR CLAIM PRIZE. KAISER PERMANENTE MEMBERSHIP WILL NOT IMPROVE CHANCES OF WINNING. KP EUTF Wellness Challenge sweepstakes (the "Sweepstakes") is open to legal US. residents ages 18 and older currently residing in HI, that, is currently an active, retired, or dependent EUTF member at the time of entry and the time of any prize award. MEDICARE, MEDICAID (QUEST INTEGRATION), AND FEDERAL EMPLOYEES HEALTH BENEFITS (FEHB) PROGRAM MEMBERS ARE NOT ELIGIBLE FOR THE SWEEPSTAKES. Participation constitutes entrant's full and unconditional agreement to these Official Rules and to Sponsor's and Administrator's 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. Sponsor reserves the right to verify the eligibility of winners.

PLEASE NOTE: It is the entrant's sole responsibility to review and understand his or her employer's policies regarding eligibility to participate in, and receive a prize in connection with, this Sweepstakes. If participation in this Sweepstakes is in violation of employer policies, the entrant may be disqualified from entering or receiving prizes. Sponsor and Administrator disclaim any and all liability or responsibility for disputes arising between an employee and his or her employer related to this matter, and prizes will only be awarded in compliance with the employer's policies.

2. Sponsor/Administrator: The Sweepstakes sponsor is Kaiser Foundation Health Plan, Inc., a California not-for-profit corporation with offices located at One Kaiser Plaza, Oakland, CA 94612 ("Sponsor").

3. How to Enter: There are two (2) ways to enter the Sweepstakes, as described below:

a.1. To be eligible to win through the KP EUTF Wellness Challenge Participation Sweepstake, a participant must register and participate in the KP EUTF Wellness Challenge. The Wellness Challenges is held in the month of August. Participants are automatically entered into the Sweepstakes when a participant: 1) registers for a Wellness Challenge AND 2) participates in the registered Wellness Challenge by logging an activity. Participants are eligible to receive a maximum of one entry for each Wellness Challenge that participants meet the two criteria above. Participants may only win a maximum of one prize during the Promotional Period, regardless of method of entry or entry through the KP EUTF Wellness Challenge Participation Sweepstake, or the KP EUTF Wellness Challenge Goal Achievement Sweepstakes.

a.2. You may also enter the KP EUTF Wellness Challenge Participation Sweepstake by sending an email with the subject line "Kaiser Permanente EUTF Wellness Challenge Participation Sweepstake" with your first name, last name, phone number, full address including zip code, and email address to the following email address: healthandwell-being@kp.org within seven days of each challenge. Participants are eligible to receive a maximum of one entry for each Wellness Challenge that participants meet the two criteria in section 3.a.1 above. Participants may only win a maximum of one prize during the Promotional Period, regardless of method of entry or entry through the KP EUTF Wellness Challenge Participation Sweepstake, or the KP EUTF Wellness Challenge Goal Achievement Sweepstakes.

b.1. To be eligible to win through the KP EUTF Wellness Challenge Goal Achievement Sweepstake, a participant must register, participate in the KP EUTF Wellness Challenge, and achieve the goal for the Wellness Challenge. The Wellness Challenge is held in the month of August. Participants are automatically entered into the Sweepstakes for each Wellness Challenge that a participant: 1) registers for a Wellness Challenge, 2) participates in the registered Wellness Challenge by logging

activity, AND 3) achieves their goal for the Wellness Challenge. In the event there are more than 3 participants that achieve their goal for the Wellness Challenge, 3 winners will be chosen by a random drawing. Participants are eligible to receive a maximum of one entry for each Wellness Challenge that participants meet the three criteria in section 3.b.1 above. Participants may only win a maximum of one prize during the Promotional Period, regardless of method of entry or entry through the KP EUTF Wellness Challenge Participation Sweepstake, or the KP EUTF Wellness Challenge Goal Achievement Sweepstakes.

b.2. You may also enter the KP EUTF Wellness Challenge Goal Achievement Sweepstake by sending an email with the subject line "Kaiser Permanente EUTF Wellness Challenge Goal Achievement Sweepstake" with your first name, last name, phone number, full address including zip code, and email address to the following email address: healthandwell-being@kp.org within seven days of each challenge. Participants are eligible to receive a maximum of one entry for each Wellness Challenge. Participants may only win a maximum of one prize during the Promotional Period, regardless of method of entry or entry through the KP EUTF Wellness Challenge Participation Sweepstake, or the KP EUTF Wellness Challenge Goal Achievement Sweepstakes.

You must provide all required information to be eligible to enter and win. All potential winners are subject to verification before any prize will be awarded. Sponsor reserves the right to disqualify any potential winner. By accepting their prize, the winner agrees to these Official Rules, including the use of their name, voice, and/or likeness for the purpose of announcing the winner of the promotion without further compensation. If the winner does not agree to be bound by these Official Rules, their prize will be forfeited, and another winner will be chosen. All prizes are non-transferable, and no cash or other prize substitution will be permitted except at Kaiser Permanente's sole discretion.

Bulk, automated and/or third party entries are prohibited and will be disqualified. Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than the stated number of entries by using multiple and/or different identities, forms, registrations, email addresses, logins, or any other methods will void that participant's entries, and that participant may be disqualified at Sponsor's discretion. In the event of a dispute as to any entry, the authorized account holder of the email address used to enter the Sweepstakes will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder to the Sponsor or forfeit the prize. Entries that are incomplete, illegible, corrupted, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Sponsor's sole and absolute discretion. All potential

winners are subject to verification before any prize will be awarded. Normal Internet access, phone, and usage charges imposed by your online or phone service may apply.

4. Selection of winners: Winners will be selected at noon HST on the following Friday after the Wellness Challenge end date.

Promotional Period

Entry Schedule: <i>Challenge Month</i>	<i>Start date</i>	<i>End date</i>	<i>Entry deadline</i>
August	Monday, Aug 14	Sunday, Sep 10	Sunday, Aug 21 by 11:59 p.m.

Administrator will select the potential prize winners by a random drawing by Kaiser Permanente from all eligible entries received by the end of the Promotional Period. The odds of winning are based on the number of eligible entries received. The potential winners will be notified by telephone or email (based on information in Sponsor's systems) on or about noon HST on Wednesday, September 20 and must respond to this notification within forty-eight (48) hours. If a potential winner cannot be contacted in person via email and/or telephone after the first attempt to contact him/her, or if he/she fails to sign and return any required document(s) within the required time period, or in the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner selected by a random drawing from among all remaining eligible entries. Only one alternate drawing will be held per prize, after which any remaining prizes will remain un-awarded.

Verification of Potential Winners: ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR AND/OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

5. Prizes: 7 winners will each receive a VISA gift card (also referred to as a prize), as set forth below:

a.1. KP EUTF Wellness Challenge Participation Sweepstake: \$250 VISA gift card

- # of winners:
 - Four KP EUTF Wellness Challenge Participation Sweepstake winners
- Approximate Retail Value ("ARV") of Each Prize: Two hundred fifty dollars - \$250.00
- The total ARV of all prizes to be awarded: one thousand dollars - \$1,000.00

a.2. KP EUTF Wellness Challenge Goal Achievement Sweepstakes: \$250 VISA Gift Card

- # of winners:
 - Three KP EUTF Wellness Challenge Goal Achievement Sweepstakes winners

- Approximate Retail Value (“ARV”) of Each Prize: Two hundred fifty dollars - \$250.00
- The total ARV of all prizes to be awarded: seven hundred fifty dollars - \$750.00

PRIZE RESTRICTIONS (all prizes): Limit of one (1) prize per person, regardless of method of entry or entry through the KP EUTF Wellness Challenge Participation Sweepstake, or the KP EUTF Wellness Challenge Goal Achievement Sweepstakes. All potential winners must review the prize details specific to their applicable prize and agree to these Official Rules, including all prize-related terms, conditions and restrictions. If a potential winner does not agree with any of these Official Rules or any prize-related term, condition or restriction, potential winner must forfeit the prize and an alternate winner may be selected from among all remaining eligible entries received. Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of prizes not specifically stated herein are the sole responsibility of the individual prize winner. Prize cannot be substituted, assigned, transferred, or redeemed for cash. Sponsor will not replace any lost or stolen prizes or portion of a prize. Prizes cannot be used in conjunction with any other Sweepstakes or offer. Acceptance and/or use of certain prizes or component(s) of prizes may require acceptance of additional terms and conditions, be subject to prize provider policies, and/or require the signing of additional documentation (e.g., waivers). Prize winner’s and/or Guest’s failure to adhere to any additional requirements may result in forfeiture of such prize and/or component(s) of such prize, and Sponsor shall have no liability whatsoever with respect to any such forfeiture.

6. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor’s or Administrator’s reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor, Administrator, and their respective agencies are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; lost, interrupted, or unavailable network, server, or other connections, garbled transmissions or miscommunications, telephone transmission problems; computer or software malfunctions or damage to a user’s computer equipment (software or hardware); technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsor or Administrator. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

7. WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, any website associated with the Sweepstakes, and/or the legitimate operation of the Sweepstakes; to violate the Official Rules; or to act in an

unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect entries and (a) modify the Sweepstakes or suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

8. PUBLICITY; LIMITATIONS OF LIABILITY AND RELEASES: By participating in this Sweepstakes, entrants agree that Sponsor, Administrator, and their 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 and agents (the "Released Parties") are not responsible for: (1) 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 Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (5) 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 Sweepstakes or receipt or use or misuse of any prize. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS AGREE THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF A PRIZE, ENTRY, OR PARTICIPATION IN THIS SWEEPSTAKES OR IN ANY SWEEPSTAKES RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE WEBSITE AND ALL PRIZES, 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 EXCLUSION 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.

Publicity Release. EXCEPT WHERE PROHIBITED BY LAW, WINNERS GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR), ITS SUBSIDIARIES, AFFILIATES, RETAILERS, DISTRIBUTORS, ADVERTISING AND SWEEPSTAKES AGENCIES, SUPPLIERS, AND THOSE ACTING PURSUANT TO ITS AUTHORITY, THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING, BUT NOT LIMITED TO, THE WORLD WIDE WEB, AT ANY TIME OR TIMES, EACH WINNER'S NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, AND BIOGRAPHICAL INFORMATION FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION.

9. Governing Law; Binding Arbitration.

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 Hawaii, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Hawaii.

The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in Honolulu, Hawaii and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator any and all claims, controversies, or disputes arising out of or relating to this Sweepstakes, or the breach thereof, shall be fully and finally resolved by arbitration in accordance with the Rules, Procedures, and Protocols for Arbitration of Disputes of Dispute Prevention & Resolution, Inc., then in effect. In the event arbitration is invoked, the parties agree that one arbitrator shall be appointed to hear and resolve the case. The parties further agree that the award of the arbitrator is binding upon the parties and that judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If an in-person hearing is required, then it will take place in Honolulu, Hawaii. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve

any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Honolulu, Hawaii. The parties further agree that 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 under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

10. Privacy: Any personal information sent to, shared with or collected in connection with this Sweepstakes is subject to Sponsor's Privacy Policy found at kp.org/privacy. Sponsor, Administrator, and their respective agents, affiliates, subsidiaries, representatives or service providers may use entrants' personal information submitted with entry for purposes of prize fulfillment.

11. Official Rules and Winners List: A copy of these Official Rules can be obtained by emailing healthandwell-being@kp.org. For a list of Sweepstakes winners available after the Wellness Challenge entry deadline, send an email to healthandwell-being@kp.org within 30 days after the Wellness Challenge entry deadline.

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