



# WELLCARE | TEXANPLUS CHAMPIONS COMPETITION

## OFFICIAL RULES

### **NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN.**

The WellCare | TexanPlus Champions Competition (“Competition”) is governed by these Official Rules and is subject to all applicable U.S. federal, state, and local laws.

### **COMPETITION OVERVIEW**

The Competition is designed to recognize local Champions who are making a difference in the lives of older Americans in Southeast Texas. The impact includes, but is not limited to, improving the welfare of older adults, creating solutions for local senior issues, enhancement of human health, advancing the cause for social justice and/or collaborating to make Southeast Texas a better place for older adults. Five (5) WellCare | TexanPlus Champions will be chosen and recognized during a Houston Astros™ pre-game ceremony. The five (5) WellCare | TexanPlus Champions will participate in an online competition where online voters will select the WellCare | TexanPlus Champion whose accomplishment, impact and story best exemplifies a WellCare | TexanPlus Champion and is worthy of designating the charity that will receive a \$25,000 donation from Sponsor. The WellCare | TexanPlus Champion that collects the most votes will be named the WellCare | TexanPlus Grand Champion.

**Competition Period:** May 20, 2019 through September 20, 2019. Nominations close June 24, 2019. Voting closes September 13, 2019.

### **ELIGIBILITY**

Except as noted below, the Competition is open to the general public for nominees who live in the Southeast Texas area (specifically the following counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, and Waller). In order to be eligible for the WellCare | TexanPlus Champions Program, Nominees must be at least eighteen (18) years of age or older as of May 20, 2019 and Nominee’s activities must have taken place prior to May 20, 2019 or be ongoing, and Nominees cannot have previously been selected as a Champion. People submitting nominations must be at least thirteen (13) years of age as of May 20, 2019. Employees and immediate family members of WellCare Health Plans Inc. and its subsidiaries and sponsors of the Champions Program as well as advertising and promotional agencies directly involved in the Program are not eligible to participate in the Competition or submit nominations.

### **NOMINATIONS**

To submit your nomination for the Competition, go to [www.WellCareChampions.com](http://www.WellCareChampions.com) (“Official Site”) and fill out the official sign up form (“Sign Up Form”) and provide all required information. Nominations can be submitted online via the Official



Site. Printed versions of the Sign Up Form can be downloaded from the Official Site. Printed Sign Up Forms can be submitted by email to [WellCareChampions@WellCare.com](mailto:WellCareChampions@WellCare.com). Nominations can be submitted on behalf of another person or yourself. Nominations must be received no later than 5:00 p.m. Central Time on June 24, 2019. Nominations must be submitted in English or Spanish. Sponsor reserves the right, in its sole discretion, to disqualify a Nominee based on false, misleading, or deceptive information provided or for a violation of any of the Official Rules. All entries are the sole property of Sponsor and will not be acknowledged nor returned. Sponsor reserves the right to edit the nomination as it sees fit for use in publication or promotion; provided, such edits are not materially false.

## PRIVACY

Nominees may be contacted to provide additional information and have the information submitted on the Sign Up Form. Sponsor reserves the right to request and require additional information with respect to Nominees in order to have their nomination considered. By submitting a Sign Up Form, you and/or the Nominee, as applicable, agree to grant Sponsor an irrevocable, non-exclusive, transferrable, royalty-free right and license to use, display, or disclose, without obligation or compensation, the contents of the Sign Up Form or the name, character, likeness, visual and vocal representations, including any media channels (including without limitation television, social media, internet, and film representations generated by or on behalf of Sponsor), autographs, photographs, reproductions thereof, biographical data, and any other information obtained relating to the Nominee for the purpose of advertising and publicizing all matters related or arising out of the Competition (“Permitted Uses”).

## JUDGING

Sponsor Selection Committee (“Selection Committee”) will choose each WellCare | TexanPlus Champion from all among Eligible Nominees and based solely on the information received on the Sign Up Form. Once the Selection Committee has chosen five (5) WellCare | TexanPlus Champions, each WellCare | TexanPlus Champion will be presented in any or all media channels (e.g., online, on-air, or print) and at a Houston Astros home game for public acknowledgement and voting to be designated as the WellCare | TexanPlus Grand Champion.

Every submission will be judged and ranked on a scale of 1 to 5 (five being the best) against the following criteria:

1. The uniqueness of the submission;
2. The level of passion communicated in the nomination;
3. The strength of the effort/achievement/program that is making a difference in the lives of seniors;
4. The strength of the incident or turning point that made the individual take action;
5. The overall quality of the nomination; and
6. The strength of the designated charitable organization’s focus on making a difference in the lives of seniors.

The Selection Committee will select five (5) WellCare | TexanPlus Champions and two (2) alternates from the group of nominations. The Selection Committee’s determination shall be final and binding and not subject to dispute or appeal. Each WellCare | TexanPlus Champion shall identify a charitable organization that, in the event the WellCare | TexanPlus Champion is designated the WellCare | TexanPlus Grand Champion, will receive a \$25,000 donation from Sponsor. The charitable organization must be a 501(c)(3) tax exempt organization approved by Sponsor whose mission is to improve the lives and/or health of seniors. In addition, the selected charitable organization cannot have received a donation from WellCare | TexanPlus Champions in the past two (2) years. Odds of being designated a WellCare | TexanPlus Champion depends on the nature and quality of each entry as compared to the nature and quality of other entries, as judged by the Selection Committee and based on the criteria set forth in these Official Rules. Any and all tie-breakers will be determined by the Sponsor in its sole discretion.

The final round of judging will be conducted via an online vote conducted on [www.WellCareChampions.com](http://www.WellCareChampions.com). Viewers will have the chance to vote in an online poll for the WellCare | TexanPlus Champion whose accomplishment, impact and story



best exemplifies a WellCare | TexanPlus Champion and is worthy of designating the charity that will receive the \$25,000 contribution. The WellCare | TexanPlus Champion that collects the most votes on or before September 13, 2019, will be named the WellCare | TexanPlus Grand Champion.

Although a WellCare | TexanPlus Champion may appear to be a leader online during the online voting, Sponsor shall reconcile all votes cast and declare the official WellCare | TexanPlus Grand Champion. All WellCare | TexanPlus Champions are subject to verification by Sponsor to ensure they meet all eligibility requirements and have complied with the Official Rules. Sponsor is not bound by any voting or judging mechanisms set forth herein as it maintains sole discretion to name the WellCare | TexanPlus Champions and WellCare | TexanPlus Grand Champion.

## **NOTIFICATION AND PUBLICATION**

Some nominees may be notified by phone, email, or postal service and may be required to submit additional information. In Sponsor's sole discretion, selected potential WellCare | TexanPlus Champions may be disqualified and required to forfeit their designation and any benefits related thereto, and an alternate WellCare | TexanPlus Champion may be selected in accordance with these Official Rules from among the remaining eligible Nominees if selected potential WellCare | TexanPlus Champion: (i) cannot be reached for whatever reason after a reasonable effort has been exerted based on the information stated in the Sign Up Form or notification is returned as undeliverable; (ii) is unable to or unwilling to or declines or cannot accept, receive or use the designation or benefits thereto for any reason, including without limitation disability or death; (iii) is found to be ineligible to enter the Competition; (iv) cannot or does not comply with these Official Rules; (v) does not agree to the publicity release required by Sponsor; or (vi) is unable or unwilling to attend the event(s) during which the WellCare | TexanPlus Champion is honored by Sponsor. Forfeited or unclaimed designations or benefit prizes may not be awarded at Sponsor's sole discretion. Sponsor is not obligated to leave voice mail, answering machine, or other message. Selected WellCare | TexanPlus Champions shall be required to complete, notarize and return (as directed by Sponsor) an Affidavit of Eligibility, Release of Liability and Publicity Release (the "Release") within ten (10) days of date of postmark or, in Sponsor's sole discretion, winner may be disqualified and an alternate winner may be selected in accordance with these Official Rules from among the remaining eligible entrants. Sponsor reserves the right to modify the notification and Affidavit procedures in connection with the selection of alternate winner, if any.

WellCare | TexanPlus Champions will be featured online, in other media channels, and/or during a Houston Astros home game. Execution of the Release Documents will grant Sponsors the right, but not the obligation, to engage in all Permitted Uses in connection with the Competition. Notification and/or the featuring of a WellCare | TexanPlus Champion in no way conveys that a particular WellCare | TexanPlus Champion has or will be selected as the WellCare | TexanPlus Grand Champion. If at any point a WellCare | TexanPlus Champion becomes ineligible, chooses not to participate in the Competition or is disqualified for any reason, Sponsor reserves the right to select an alternate WellCare | TexanPlus Champion consistent with these Official Rules.

## **RECOGNITION**

Each of the five (5) WellCare | TexanPlus Champions will be selected in accordance with these Official Rules and provided the following benefits in connection with such designation:

- Attend a Houston Astros home game and be recognized during pre-game ceremony by representatives of Sponsor;
- Provided tickets to the game during which the WellCare | TexanPlus Champion is honored;
- Video produced demonstrating the WellCare | TexanPlus Champion's commitment and dedication to improving the lives of older adults;
- Trophy/plaque recognizing their status as a WellCare | TexanPlus Champion;
- Profile on the WellCare | TexanPlus Champions website;
- Chance to designate a Sponsor-approved charity to receive a \$25,000 donation; and
- Recognition in marketing materials, promotional flyers, media, public venues and/or social media.



No transfer, assignment, substitution, or replacement of designation or benefits shall be permitted, except that Sponsor reserves the right, in its sole discretion, to substitute benefits at any time. Any applicable federal, state and local taxes are the sole responsibility of designated WellCare | TexanPlus Champions.

## **WELLCARE | TEXANPLUS GRAND CHAMPION**

Baseball fans and the Southeast Texas community will vote for the WellCare | TexanPlus Grand Champion and their designated charity that will receive a \$25,000 donation from Sponsor. The WellCare | TexanPlus Champion with the most recorded valid votes will be named the WellCare | TexanPlus Grand Champion and honored at a Houston Astros home game along with the designated charity and representatives of Sponsor during which the charity will be presented an oversized non-negotiable check for the \$25,000 donation.

## **TAXES**

Sponsor will make arrangements with the designated charity to receive the donation. The charitable organization that receives the \$25,000 donation is responsible for the reporting of the donation as well as any other costs and expenses associated with acceptance and use of the donation.

## **GENERAL CONDITIONS**

By participating in this Competition, each Nominee and submitter of a Nominee agrees to be bound by these Official Rules and the decisions of the Selection Committee and/or Sponsor, which are final and binding in all respects and cannot be appealed. Sponsor reserves the right, in its sole discretion, to cancel, postpone, suspend or otherwise modify the Competition at any time and without notice. Sponsor assumes no responsibility for any error, omissions, interruption, deletion, defect or delay in operation with transmission, communications, line failure, theft or destruction or unauthorized access to or allegation of submissions. Sponsor is not responsible for any problem or technical malfunction of any telephone network or lines, computer online systems, servers, equipment or software, failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet or at any website, phone lines, or any combination thereof, including any injury or damage to a participant's computer related to or resulting from participation in this Competition.

Sponsor is not responsible for any late, lost, garbled, misdirected, incomplete, or damaged entries; any disruptions, injuries, losses or damages caused by events beyond the reasonable control of Sponsor; or any printing or typographical errors in any materials associated with the Competition.

## **LIMITATIONS OF LIABILITY**

By entering the Competition or submitting a Sign Up Form on behalf of a Nominee, all parties agree and acknowledges that Sponsor, its affiliates, divisions, parents, subsidiaries and advertising and promotional agencies and each of their respective employees, officers, shareholders, directors, representatives and agents shall not have any obligation or responsibility, including any responsibility to make any designation or confer any benefits to Nominees, with regard to: (a) entries that contain inaccurate information or do not comply with or violate the Official Rules; (b) entries, acceptance of designation or benefits or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) Entrants who have committed fraud or deception in entering or participating in the Competition or claiming the benefits thereof; (d) telephone system, facsimile, technical or computer malfunctions, lost connections or transmissions, disconnections or other errors of any kind whether mechanical, human, electronic or otherwise relating to or in connection with the Competition, including, without limitation, errors which may occur in connection with the administration of the Competition or the processing of entries; (e) any inability of the winner to accept the prize for any reason; (f) if a prize cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control; (g) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (h) any injuries, losses, costs, expenses or damages to person or property of any kind caused, in whole or in part, directly or indirectly, by the prize or resulting from redemption, acceptance, possession, loss or use or misuse of any designation or benefits from participating in the Competition or any Competition-related activity, or



inability to participate in the Competition; or (i) any printing, typographical, human, administrative or technological errors in or involving any material associated with the Competition. No more than the number of designations and benefits stated in these Official Rules will be awarded.

Further, by entering the Competition, each entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with the Competition, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and entrant waives its right to a jury trial for such disputes, claims and causes of action; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Competition, but in no event will attorneys' fees or other expenses be awarded or recoverable; and (iii) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby knowingly and expressly waives all rights to seek, punitive, incidental, exemplary, indirect, or consequential damages and/or any other damages, other than actual out-of-pocket expenses, and/or any and all rights to have damages multiplied or otherwise increased.

### **GENERAL RELEASE**

By entering and participating in the Competition, Entrants and designees agree to release and hold harmless Sponsor, its subsidiaries, affiliates, parents, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors (the "Released Parties"), from any and all claim and/or liability, for loss, harm, damage, injury, cost or expense of any kind whatsoever, including without limitation, damage to, loss or destruction of property, personal injury (including emotional distress), and/or death, which may occur in connection with preparation for, or participation in, the Competition, or possession, acceptance and/or use or misuse of the designation, benefits, or participation in any Competition-related activity and for any claims or causes of action based on publicity rights, defamation, or invasion of privacy.

### **NO TAMPERING; RIGHT TO CANCEL/MODIFY**

Sponsor reserves the right, in its sole discretion, to disqualify any Nominee, who directly or indirectly, Sponsor finds to have, had, or is (a) tampering with the entry process or the operation of the Competition, or with any Website promoting the Competition; or (b) acting in violation of the Official Rules. If Sponsor determines, in its sole discretion, that the Competition is compromised by tampering or other causes beyond Sponsor's reasonable control, which corrupts or impairs the administration, security, fairness or proper operation of the Competition or otherwise compromises the Competition's integrity or viability, Sponsor reserves the right to suspend, modify or terminate the Competition.

### **CONSTRUCTION/FORUM SELECTION**

Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or Sponsor in connection with the Competition, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules (whether of the State of Texas, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas. In addition, any dispute relating to the Competition (including these Official Rules) shall be brought in the appropriate state or federal court having jurisdiction over the subject matter located in the State of Texas. Entrants hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-conveniens or lack of personal jurisdiction they may have. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the valid or enforceable provision was not contained therein.

### **SPONSOR**

WellCare Health Plans, Inc. complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex.