

Independent Health Foundation
“2023 Talent Competition”
Official Contest Rules

1. NOT AN INDUCEMENT TO INSURE: Contest entrants are advised and must understand and agree that the contest is not an inducement to insure, a premium rebate or a policy fee and does not provide any special favor, advantage, or any other benefit or consideration to the entrant with regard to any current or future Independent Health insurance policy.

2. ELIGIBILITY: Neither enrollment in an Independent Health health plan nor any other purchase from Independent Health is necessary to enter. This contest is only open to individuals between the ages of 5 and 17 (as of the start of the Contest Period) who reside in one of the following counties in New York State: Erie, Niagara, Chautauqua, Cattaraugus, Orleans, Genesee, Wyoming and Allegany (the “Geographic Area”). This contest is void outside of the Geographic Area.

Employees of Independent Health Foundation, Independent Health Association, Inc., and their respective affiliates, subsidiaries, related corporate entities, contractors, advertising and promotion agencies and suppliers of promotional materials (collectively “Independent Health”), immediate family members, and members of the same household, of Independent Health employees are not eligible to enter. “Immediate family members” include but is not limited to parents (including “in-laws”), spouse, siblings (including “in-laws”), and children (including step-children). Determinations regarding “immediate family members” and “members of the same household” shall be at the sole discretion of Independent Health, such discretion to be exercised reasonably.

3. IMPORTANT DATES: The contest begins at 12:00 a.m. (Eastern Time) on October 9, 2023, and ends at 11:59 p.m. (Eastern Time) on November 13, 2023 (the “Contest Period”). The winners will be selected on or before December 31, 2023.

4. HOW TO ENTER: The Contest includes two main categories, and four subcategories within each main category. The main categories are individual performances and group performances. The subcategories of the individual performances are “Vocal Competition”, “Instrumental Competition”, “Dance Competition”, and “Open Skills Competition”. Group performance must be at least 2, and no more than 4 eligible individuals. An entrant may submit entries for the individual or group performance category, but not both.

Individual Performance Entries. Entrants may submit up to one video entry for each subcategory. Anyone who meets the eligibility requirements set forth above can enter by visiting www.firstnightbuffalo.org, submitting including a link to a video submission for the relevant subcategory, and completing the entry information, during the Contest Period. All entries MUST BE RECEIVED NO LATER THAN the end of the Contest Period. All entries must include an authorization from the parent or legal guardian of the entrant to participate in the contest. In addition, as a condition of receiving a prize, the parent or legal guardian of each entrant (whether individual or in a group) shall be required to sign an authorization in the form provided by

Independent Health, permitting Independent Health to use the entry in its 2024 First Night Buffalo recorded celebration or such other media as Independent Health may determine.

Group Performance Entries. Entrants participating in groups may submit up to one video entry for each subcategory. A group entry shall be submitted as follows:

- (a) The primary entrant who meets the eligibility requirements set forth above can enter by visiting www.firstnightbuffalo.org, submitting including a link to a group video submission for the relevant subcategory, and completing the entry information with respect to the Primary entrant, during the Contest Period;
- (b) The primary entrant will be required to identify the other participants in the group (all of whom must meet the eligibility requirements) and provide contact information for those individuals;
- (c) The other participants will be invited to complete entries described in clause (a) above with respect to themselves;
- (d) A group entry will be deemed submitted when all participants in the group complete the processes described above.

All group entries MUST BE RECEIVED NO LATER THAN the end of the Contest Period. All entries must include an authorization from the parent or legal guardian of each participant in the group.

**** Independent Health is not responsible for contest entries that (1) are submitted electronically but which are not fully transmitted to Independent Health by the stated deadline date for any reason, including but not limited to technical difficulties; or (2) contain incomplete, false or incorrect information.****

5. PRIZE: There are eight (8) prizes being awarded for individual performances, and eight (8) prizes being awarded for group performances (each, a "Prize"); as follows:

Individual Performances:

- Up to two (2) winners will be selected from the eligible entries in the Vocal- Individual subcategory. Each winner will receive \$150 cash.
- Up to two (2) winners will be selected from the eligible entries in the Instrumental- Individual subcategory. Each winner will receive \$150 cash.
- Up to two (2) winners will be selected from the eligible entries in the Dance- Individual subcategory. Each winner will receive \$150 cash.
- Up to two (2) winners will be selected from the eligible entries in the Open Skills- Individual subcategory. Each winner will receive \$150 cash.

Group Performances:

- Up to two (2) winners will be selected from the eligible entries in the Vocal- Group subcategory. Each group will receive \$300 cash.

- Up to two (2) winners will be selected from the eligible entries in the Instrumental-Group subcategory. Each group will receive \$300 cash.
- Up to two (2) winners will be selected from the eligible entries in the Dance- Group subcategory. Each group will receive \$300 cash.
- Up to two (2) winners will be selected from the eligible entries in the Open Skills-Group subcategory. Each group will receive \$300 cash.

6. WINNER SELECTION: The Prize winners will be selected from all eligible entries by a panel of 5-7 judges. If an entry form is selected as the winner and is found to contain incomplete, false, incorrect or illegible information, it will be deemed ineligible and a new entry will be selected as the winner in its place. Determinations regarding such information shall be at the sole discretion of Independent Health.

7. WINNER NOTIFICATION: The winner will be notified by email or telephone, based on the information provided with the entry.

8. WINNER CLAIMING A PRIZE: The prize winner must claim his or her Prize in person within seven (7) days from the date notice is given. If the prize is not properly claimed according to the requirements contained in these rules within such time frame, the prize is forfeited and a new winner will be selected. To claim the prize, the parent or guardian of each winner will be required to execute an Affidavit of Eligibility and Liability/Publicity Release (the "Release").

Upon request of the winner, arrangements can be made for the mailing of the Release, its return and the sending of the prize via U.S. Mail or another similar delivery mechanism. However, all of this must be accomplished within the above referenced time frame. In the event that the prize is sent by such means, the winner agrees to release Independent Health from all liability for non-delivery or non-receipt of the prize once it is delivered into the possession of the delivery service. Further, the Release is subject to verification and is automatically void and will be rejected if any part of it is forged, altered, defaced, tampered with, mechanically reproduced or modified in any way, or if it contains any irregularities, errors or omissions.

9. GENERAL CONTEST CONDITIONS:

Copies of written official contest rules and, where required by law, the list of winners are available during regular business hours at 511 Farber Lakes Drive, Buffalo, NY 14221, for 60 days after the contest concludes. As a condition to participating in this contest, each participant agrees that any and all disputes that cannot be resolved between the parties, and all causes of action arising out of or in connection with this contest shall be resolved individually, without resort to any form of class action, exclusively before a court located in Buffalo, New York, having competent jurisdiction, which court shall apply the laws of the State of New York, without regard to the conflicts of law principles thereof. The participant and Independent Health hereby waive any and all right to trial by jury. If any provision of these official contest rules is declared or found by a court of competent jurisdiction to be illegal, unenforceable or void, then such provision will

be null and void but each other provision hereof not so affected will be enforced to the full extent permitted by applicable law.

All contest entries become the property of Independent Health and will not be returned. By entering to win, the winner grants Independent Health the right to use his or her name, general geographical and biographical information, and photograph and/or likeness for advertising and promotional purposes without any additional compensation or further consent. Specific address and telephone information will not be disclosed.

By entering to win, all entrants agree to be bound by these rules and agree that all decisions of Independent Health are final and binding. Failure to conform to these official contest rules, or any fraud or other illegal or inappropriate conduct on the part of a participant or on a participant's behalf, will result in the participant's disqualification and forfeiture of any prize won. Independent Health reserves the right to verify a participant's proper participation in the contest, and rule ineligible participants who, in Independent Health's sole judgment, engage in fraudulent or other abusive conduct with respect to the contest.

This contest is void where prohibited or restricted by law.

All federal, state and local laws and regulations apply. Federal, state and local tax liability, if any, is the sole responsibility of the prize winner.

The winner's right to the Prize may not be transferred or exchanged by the winner for a substitute prize.

10. LIMITATIONS OF LIABILITY AND RELEASE:

INDEPENDENT HEALTH UNDERTAKES NO LIABILITY OR RESPONSIBILITY, AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY FAILURE TO PERFORM OR NEGLIGENT PERFORMANCE OF ANY SERVICE PROVIDER, OR FOR ANY OTHER RISK, INCIDENT OR DAMAGE, DIRECT OR INDIRECT, RELATING TO OR ARISING OUT OF THE CONTEST, INCLUDING (BUT NOT LIMITED TO) CANCELLATIONS, POSTPONEMENTS, DELAYS OR OTHER SCHEDULING CHANGES; OR ACCIDENT, INJURY, DEATH, DAMAGE OR EXPENSE ARISING FROM OR OCCURRING DURING THE CONTEST, USE OF ANY PRIZES, OR TRAVEL TO/FROM OR ATTENDANCE AT ANY EVENT RELATING TO THE CONTEST. INDEPENDENT HEALTH RESERVES THE RIGHT TO CANCEL, SUSPEND AND/OR MODIFY THIS CONTEST AND THESE OFFICIAL CONTEST RULES AT ANY TIME, WHICH CHANGES WILL BECOME EFFECTIVE UPON ANNOUNCEMENT. INDEPENDENT HEALTH IS NOT RESPONSIBLE FOR DAMAGE TO A PRIZE OR LOSS OF A PRIZE AFTER THE PRIZE HAS BEEN CLAIMED.

INDEPENDENT HEALTH IS NOT RESPONSIBLE FOR TECHNICAL, HARDWARE OR SOFTWARE FAILURE OR MALFUNCTIONS, LOST OR UNAVAILABLE NETWORK OR OTHER TELECOMMUNICATIONS CONNECTIONS, OR LOST, LATE, MISDIRECTED, DAMAGED, ILLEGIBLE, INACCURATE, INCOMPLETE, GARBLED, DISCONNECTED, STOLEN, OR DELAYED CONTEST ENTRIES

OR COMMUNICATIONS, WHETHER CAUSED BY THE SENDER OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR USED IN THE CONTEST, OR BY ANY HUMAN ERROR WHICH MAY OCCUR IN THE EXECUTION OF THIS CONTEST. IF, FOR ANY REASON, THE CONTEST IS NOT CAPABLE OF BEING CONDUCTED AS PLANNED, INCLUDING BUT NOT LIMITED TO INFECTION BY COMPUTER VIRUS, BUG, TAMPERING, UNAUTHORIZED INTERVENTION, FRAUD, TECHNICAL FAILURES, OR OTHER CAUSES BEYOND THE CONTROL OF INDEPENDENT HEALTH, INDEPENDENT HEALTH RESERVES THE RIGHT AT ITS SOLE DISCRETION TO CANCEL, TERMINATE, MODIFY OR SUSPEND THE CONTEST AND/OR DETERMINE AN ALTERNATE METHOD OF AWARDING THE PRIZE(S).

BY ENTERING, PARTICIPANTS AGREE TO RELEASE INDEPENDENT HEALTH ASSOCIATION, INC., ITS SUBSIDIARIES AND AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE OF ANY KIND INCURRED WITH RESPECT TO THE CONTEST AND ANY RECEIPT OR USE OF THE PRIZE WON.