

Welldoc & WPS – Spring Sweepstakes

OFFICIAL RULES

No purchase necessary to enter or to win. All federal, state, local and municipal laws and regulations apply. Void where prohibited.

SPONSOR

The **Sweepstakes** is sponsored by Welldoc and made available to members of WPS Health Plan or WPS Health Insurance.

ELIGIBILITY

Subject to the additional restrictions below, the Spring Sweepstakes (the “Sweepstakes”) is open to all enrollees and subscribers over the age of 18 who are covered by a WPS Health Insurance/Health Plan medical plan, and are legal residents of: Wisconsin. Welldoc, WPS Health Insurance/Health Plan, their respective parents, subsidiaries, affiliates, employees, officers, directors, agents, representatives, and independent contractors the immediate family members and/or members of the same household of any of these individuals, whether related or not, are ineligible to enter the Promotion or win a prize.

SWEEPSTAKES TIMING

The Sweepstakes begins at **12:01 am ET June 5th, 2023** , and ends at **11:59 pm ET on September 1st, 2023** (the “Sweepstakes Period”).

SWEEPSTAKES ENTRY

To enter, download the **Welldoc** mobile app and log in during the Sweepstakes Period. Alternatively, members can register by calling Welldoc’s Customer Care line at 1-888-327-5345. Once logged in to Welldoc, you will be entered into the Sweepstakes. If you’ve already downloaded and logged on to Welldoc, you’re automatically entered. You may opt out of this entry by calling Welldoc’s Customer Care line at 1-888-327-5345. You may also choose to forfeit any prize awarded and a new winner will be chosen.

By participating in this Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of the Sponsor, which shall be final and binding in all respects.

Sponsor reserves the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of the Sweepstakes.

Sponsor assumes no responsibility or liability for any error, omission, interruption, deletion, theft or destruction or unauthorized access to, or alteration, incomplete, lost, late or misdirected entries or for failure to receive entries due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning of any network, hardware or software, whether originating with sender or Sponsor.

WINNER SELECTION

A random drawing will be conducted from among all eligible entries received during the Sweepstakes Period. One (1) winner will be randomly selected fifteen (15) business days after the end of the Sweepstakes Period. For a copy of these Official Rules, visit <https://www.welldoc.com/wps/>

PRIZES AND ODDS

The prize for the winner will be the winner's choice of either an **Apple Watch or Fitbit**. The approximate retail value of the prize is **\$249**. The winner will be contacted and notified by Welldoc by email or telephone on or about fifteen (15) business days following the drawing date. The prize will then be mailed to the winners. Odds of winning depend on the number of eligible entries received.

WINNER NOTIFICATION AND ACCEPTANCE

The winner will be notified by email and/or telephone. Sponsor has no liability for any winner notification that is lost, intercepted, or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within ten (10) calendar days of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit the prize and an alternate winner may be selected. If any potential prize winner is found to be ineligible, or if they have not complied with these Official Rules or declines the prize for any reason prior to award, such potential prize winner will be disqualified, and an alternate prize winner may be selected.

The winner may waive their right to receive the prize. The prize is non-assignable and nontransferable. A prize is not redeemable for cash, nor is a substitution of the prize allowed by winner. Except where prohibited, acceptance of any prize constitutes winner's consent to the publication of his or her name, biographical information, and likeness in any media for any commercial or promotional purpose, without limitation the Internet, and without further compensation. Prizes not won and claimed by eligible winners in accordance with these Official Rules will not be awarded and will remain the property of Sponsor.

Prize winner is solely responsible for all federal, state and/or local taxes, the reporting consequences of those taxes, and for any other fees or costs associated with the prize. The potential prize winner may be required to execute an affidavit of eligibility, and a release of liability from any claims for damages, losses, or injury against the Sponsor or WPS. If winner fails or refuses to sign and return an affidavit of eligibility and a release of liability within ten (10) business days of prize notification winner may be disqualified and an alternate winner may be selected.

GENERAL CONDITIONS

Sponsor reserves the right in its sole discretion to cancel, suspend and/or modify the Sweepstakes if fraud, technical failures, or any other factor beyond Sponsor's reasonable control impairs the integrity of the Sweepstakes, as determined by the Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in

violation of these Official Rules or disruptive manner. Any attempt by an entrant, or other person, to deliberately damage Sponsor's website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek damages from any such entrant or person to the fullest extent permitted by law. Sponsor's failure to enforce any term or these Official Rules shall not constitute a waiver of that provision. Should the Sweepstakes be terminated prior to the stated expiration date, Sponsor reserves the right to award prizes based on the entries received before the termination date.

CONSTRUCTION

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

RELEASE AND LIMITATION OF LIABILITY

By participating in the Sweepstakes, entrants agree to release and hold harmless Sponsor, from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the sweepstakes; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) errors in the administration of the Sweepstakes or the processing of entries; or (e) 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 of any prize. Entrant further agrees that in any cause of action, Sponsor's liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall Sponsor be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to punitive, consequential, direct or indirect damages.

GOVERNING LAW/JURISDICTION

Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of or connected with this sweepstakes or any prize awarded shall be resolved under the laws of the State of Wisconsin, United States, without respect to any conflict of law issues, and entrant agrees that such shall be resolved individually, without resort to any form of class action, and exclusively by a court of competent jurisdiction in the State of Wisconsin.

CONTACT

If you have any questions regarding this Sweepstakes, please contact:

Welldoc Customer Care
10221 Wincopin Circle, Columbia, MD 21044
888-611-4794