

Hawai'i Medical Service Association (HMSA)
Official Rules for the
Hawaii Employer-Union Health Benefits Trust Fund (EUTF) Sweepstakes
2024 Self-Care Challenge

By submitting an entry, you agree that you understand and accept the terms and conditions of these Official Rules:

1. **General.** No purchase is necessary to win a prize. You must be an active, retired, or dependent EUTF member and a legal Hawaii resident at the time of entry and the time of any prize award. You must be at least 18 years old to enter. You must provide your personal email address and additional contact information upon entering. You may only enter on your own behalf. Hawai'i Medical Service Association ("HMSA") is the administrator of the EUTF 2024 Self-Care Challenge Sweepstakes ("Sweepstakes").
2. **Eligibility.** Employees of HMSA are not eligible to enter or win. EUTF members may enter other HMSA administered Sweepstakes, if eligible.
3. **Promotional period.** The promotion for the chance to win a maximum of one of the prizes set forth in section 6 below will begin on May 13, 2024, at 12:01 a.m., HST and end on June 7, 2024 at 11:59 p.m., HST ("Promotional Period").
4. **How to enter.** To enter into the Sweepstakes, participants must complete the 2024 Self-Care Challenge by: 1) registering into the 2024 Self-Care Challenge by completing the registration form online, provided via emailed link from HMSA to all EUTF members, by May 17, 2023 at 11:59p.m. HST; 2) performing a minimum of 600 minutes of self-care activities, including: yoga, meditation, stretching, walking, running, biking, swimming, paddling, strength training, reading, or volunteering ("Self-Care Activities") by the end of the Promotional Period; and 3) logging minutes of Self-Care Activities performed online at the website provided by HMSA by June 7, 2024 at 11:59 p.m. HST. Participants who complete all three requirements are granted one (1) entry into the Sweepstakes, with a chance to win one (1) of twenty-five (25) Amazon e-gift cards. Participants may only enter once. Entries are automatically generated after participants complete the 2024 Self-Care Challenge in its entirety. Alternate method of entry consists of sending an email with the subject line "2024 Self-Care Challenge" with your first name, last name, date of birth, gender, phone number, full address including zip code, and email address to the following email address: Well-BeingTeam@hmsa.com.
5. **Effective date of entries.** Entries received by within the Promotional Period will be eligible for entry into the Sweepstakes. Email entries must be received by the close of the Promotional Period. All entries become the exclusive property of HMSA and will not be acknowledged or returned.
6. **Prizes and odds of winning.** The Sweepstakes prize will be a chance to win one (1) of twenty-five (25) \$100 Amazon e-Gift Cards (eligible participants are limited to winning one prize). The odds of winning will be determined by the number of eligible entries received. Each eligible entry has an equal chance at winning a prize. You may only win one prize during the Promotional Period.
7. **Selection of winners.** The winners will be determined by a random drawing by HMSA from all eligible entries received. The winners' names will be drawn for the prizes no later than thirty (30) days after the close of the Promotional Period. By accepting their prize, the winner agrees to these Official Rules, and has the option of 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 nontransferable, and no cash or other prize substitution will be permitted except at HMSA's sole discretion. Winner is solely responsible for reporting and payment of any taxes on a prize. Winner will be required to provide his/her valid Social Security number to HMSA for tax purposes and/or complete an IRS W-9 form in order to claim a prize. Active EUTF member winners employed by the State of Hawaii and County of Hawaii will have the value of the prize added into their payroll and IRS W-2 form. Active EUTF member winners employed by the counties of Kauai, Maui, and the City of County of Honolulu will complete an IRS W-9 and will be sent a form 1099 from HMSA. An EUTF Retiree or dependent of an active member or retiree, will

complete an IRS W-9 and will be sent a form 1099 from HMSA. All Winners are solely responsible for all federal, state and local taxes on prize value, as applicable.

8. **Notification of winners.** The winners of the prizes will be notified by email at the email address provided at entry. Prizes will be delivered to the email address provided at entry. All decisions are final and binding. Winner must contact HMSA within five (5) business days from the date the notification is sent or made by HMSA to claim their prize. Failure to contact HMSA within that five (5) business day period will result in immediate disqualification of the selected entrant and a new winner will be selected. No exceptions will be made to this rule. HMSA is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify winners. A copy of these rules and a list of the winners can be obtained by emailing Well-BeingTeam@hmsa.com.
9. **Limitation of Liability.** HMSA AND AMAZON SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL RELATED TO AN AWARD OR ANY OTHER ASPECT OF AN AWARD RECIPIENT'S ACCEPTANCE OR USE OF AN AWARD.
10. **Other conditions.** HMSA and their respective agents and representatives, their affiliates, subsidiaries, advertising, promotion and fulfillment agencies, and legal advisors are not responsible for and will not be liable for: (I) late, lost, damaged, misdirected, incomplete, unintelligible, or non-received entries; (II) telephone, electronic, hardware or software program, network, Internet, or computer malfunctions, failures, or difficulties of any kind; (III) failed, incomplete, garbled, or delayed computer transmissions; (IV) any condition caused by events beyond the control of HMSA that may cause drawings to be disrupted or corrupted; (V) any injuries, losses, or damages of any kind arising in connection with or as a result of the drawings, or from participation in the drawings; or (VI) any printing or typographical error in any material associated with the drawings. HMSA reserves the right in its sole discretion, to modify or cancel the drawings in part or its entirety, to comply with any and all federal, state, and local laws, rules, and regulations, or in the event the drawing becomes corrupted by technical error or unauthorized human intervention. HMSA reserves the right to change contest rules without notification.
11. **Privacy.** We are required by law to maintain the privacy and security of your personally identifiable health information. HMSA will never disclose any of your personal information either publicly or to the employer, except as necessary to respond to a request from you for a reasonable accommodation needed to participate in the Sweepstakes, or as expressly permitted by law. Medical information that personally identifies you that is provided in connection with the Sweepstakes will not be provided to the EUTF or your employer. None of the health information you provide may be used in making any employment-based decision. Your health information will not be sold, exchanged, transferred, or otherwise disclosed except to the extent permitted by law to carry out specific activities related to the Sweepstakes or other plan services, and you will not be asked or required to waive the confidentiality of your health information as a condition of participating in the Sweepstakes or receiving an incentive. Anyone who receives your information for the purposes of providing you services as part of the Sweepstakes will abide by the same confidentiality requirements. For instances, applicable employers will be notified of active employee winners for purpose of payroll tax deduction on the prize.
12. **Choice of law.** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules or the rights and obligations of you and HMSA in connection with the Sweepstakes, will be governed by and construed in accordance with the substantive laws of the State of Hawaii.