BLUE CROSS BLUE SHIELD OF TENNESSEE'S

CONSUMER ONLINE PANEL QUARTERLY SWEEPSTAKES

OFFICIAL RULES & REGULATIONS, AS AMENDED*

*Effective Date of this version of the Rules and Regulations: August 1, 2015

- 1. SWEEPSTAKES PERIOD: BlueCross BlueShield of Tennessee's Consumer Online Panel Quarterly Sweepstakes (the "Sweepstakes") starts on August 1, 2015. The Sweepstakes is sponsored by BlueCross BlueShield of Tennessee, Inc. ("BlueCross"), with offices at One Cameron Hill Circle, Chattanooga, Tennessee 37402. Chip Rewards and GiftCards.com have been retained by BlueCross to administer the Sweepstakes. BlueCross is and shall remain solely responsible for the delivery of the Prize(s) to the winner(s).
- **2. ELIGIBILITY:** This Sweepstakes is open to all registered members of BlueCross' Consumer Online Panel who complete a short survey ("Entrants"). All Entrants must be 18 years of age or older, at the time of entry into the Sweepstakes. Any employee of local, state or federal government are not eligible to win, nor are the parents, siblings and children of any such employee, agent or representative or any person with whom such employee, agent or representative is domiciled. BlueCare Tennessee members are not eligible to participate on the panel. This includes BlueCare SM and TennCareSelect members.
- **3. PRIZES:** There are a total of two-hundred (200) random draws (the "Draws") in the Sweepstakes consisting of One (1) gift card prize of Fifty and No/100 Dollars (\$50.00) each (each, a "Prize" or collectively, the "Prizes") for an aggregate value of Ten Thousand and No/100 Dollars (\$10,000.00) in Prizes to be given away during the Sweepstakes. Fifty (50) Prizes will be awarded on September 30, 2015, and thereafter on the last business day of each successive quarter until all 200 Prizes have been awarded (the "Draw Dates"). All Prizes are to be awarded in US dollars. Entrants can only win once per quarter.
- 4. **HOW TO PARTICIPATE:** The Sweepstakes is offered electronically via the Internet. All Entrants who are members of BlueCross Consumer Online Panel and complete a survey prior to a Draw Date are automatically entered into the Sweepstakes. Entrants will receive one (1) entry for every survey completed during the quarter prior to a Draw Date. Completion of the BlueCross Consumer Online Panel Surveys is not required to enter the Sweepstakes. Entrants may enter the Sweepstakes by using the alternate means of Sweepstakes entry set out in item 5.
- **5. NO PURCHASE NECESSARY TO ENTER OR WIN ALTERNATE MEANS OF SWEEPSTAKES ENTRY:** Entrants may receive one (1) entry by legibly printing the Entrant's name, street address, city, state, postal code, telephone number, complete email address, on a 3 x 5 inch (or 7.5 x 12.5 cm) piece of paper and mailing it to Attention: BlueCross BlueShield of Tennessee Consumer Online Panel Quarterly Sweepstakes Market Strategy 1.2, One Cameron Hill Circle, Chattanooga, Tennessee 37402. All entries become the exclusive property of BlueCross and will not be acknowledged or returned. Entries must be received during the quarter prior to the Draw Date.
- **6. SWEEPSTAKES DRAW(S):** The Draws will be held in Chattanooga, TN, on the Draw Dates. Winners will be determined by random drawing from all eligible entries. The odds of winning depend on the number of eligible entries received. The odds of an entry winning any Prize will be the same, whether the entry was automatically generated or by alternate means of entry.
- **7. PRIZE AWARDING:** Winners will be notified by email within fifteen (15) days of the Draw date. Prizes will be awarded only on verification by BlueCross that all Sweepstakes requirements have been met by the winners. Each Prize must be accepted as awarded and no substitution, transfer, conversion or

assignment of Prizes will be allowed. No correspondence will be entered into except with selected Entrants at the email address listed on the panel system. BlueCross is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify the winner.

- **8. SWEEPSTAKES OFFICIAL RULES:** By entering the Sweepstakes, Entrants agree to abide by these Sweepstakes Official Rules and Regulations and the decisions of BlueCross, which are final.
- **9. WINNERS LIST:** To obtain a copy of the winner list or a copy of the Sweepstakes Rules and Regulations, send your request to Attention: BlueCross BlueShield of Tennessee Consumer Online Panel Quarterly Sweepstakes Market Strategy 1.2, One Cameron Hill Circle, Chattanooga, Tennessee 37402. Requests must be received no later than one month following the applicable Draw Date, and must enclose a self-addressed stamped envelope.
- 10. **DISQUALIFICATION:** BlueCross is not responsible for lost, interrupted or unavailable network server or other connections, miscommunications, failed telephone or computer or telephone transmissions or technical failure, jumbled, scrambled or misdirected transmissions, or other error of any kind whether human, mechanical or electronic. Persons found tampering with or abusing any aspect of this Sweepstakes or the operation of BlueCross' Consumer Online Panel website, as determined by BlueCross in its sole discretion, will be disqualified. If disqualified for any of the above abuses, BlueCross reserves the right to terminate the Entrant's eligibility to participate. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and should such an attempt be made, BlueCross reserves the right to seek damages from any such person to the fullest extent permitted by law. BlueCross' failure to enforce any term of this Official Rules shall not constitute a waiver of that provision. In the event any portion of this Sweepstakes is compromised by virus, bugs, non-authorized human intervention or other causes beyond the control of BlueCross, which in the sole opinion of BlueCross corrupts or impairs the administration, security, fairness or proper entry into the Sweepstakes, BlueCross reserves the right, in its sole discretion, to suspend or terminate the Sweepstakes and to award Prize(s) to individuals selected at random from the pool of Entrants received up to the point of termination. In no event will more Prizes be awarded than those listed in the Sweepstakes Rules and Regulations.
- **11. TAX INFORMATION:** Liability for any applicable taxes, including without limitation any income taxes, imposed by any government on any Prize won is the sole responsibility of the winner of such Prize.
- **12. APPLICABLE LAWS:** This Sweepstakes is subject to all applicable federal, state and county laws. Void where prohibited or restricted by law.
- 13. PRIZE DISCLAIMER: BlueCross is solely responsible for the delivery of the Prizes to the Prize winners. BlueCross shall not be responsible or liable to Entrants for any losses, damages or costs incurred as a result of Entrants entering the Sweepstakes or use of a Prize won in connection with this Sweepstakes in accordance with the Sweepstakes Rules and Regulations. By participating in the Sweepstakes, each Entrant agrees to release and hold harmless BlueCross, ChipRewards, GiftCards.com, and their respective employees, officers, directors, shareholders, agents, representatives, parent company, affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, harmless from any and all losses, damages, rights, claims and actions of any kind in connection with the Sweepstakes or resulting from acceptance, possession, or use of any Prize, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy.

Any Prize awarded will be delivered by BlueCross or by a third-party retained by BlueCross for the purpose of fulfilling the Prize (in which case the Entrant consents to the disclosure of his/her name, email address and such other personal information as is required for the limited purpose of delivering the Prize to the winner).

- **14. DATA PROTECTION NOTICE:** Entrants' personal information is protected by BlueCross' Privacy Policy, which can be viewed on BlueCross' website at bcbst.com and select Privacy Policy.
- **15. DISPUTES:** Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, other than its administration, shall be resolved individually, without resort to any form of class action, and exclusively by a court having competent jurisdiction located in Hamilton County, Tennessee; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred but in no event may such costs include attorneys' fees; and (c) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, 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. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the Entrant, and BlueCross in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Tennessee, without giving effect to any choice of law or conflict of law rules. If any of the provisions of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force.
- **16**. **AMENDMENTS**: BlueCross reserves the right to change, suspend or discontinue any aspect of the Sweepstakes at any time. The official rules and regulations may be amended at any time by sending the amended official rules and regulations through the BlueCross Consumer Online Panel. The amended rules and regulations shall be effective immediately upon releasing, or as indicated in the amended rules and regulations.

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