



## 2020 StayWell Provider Satisfaction Survey Raffle Official Rules

**1. Raffle Period:** The StayWell Provider Satisfaction Survey Raffle (the “Raffle”) begins 09/18/2020 at 8:00 AM Chamorro Standard Time (ChST) and ends on 10/07/2020 at 11:59 PM ChST (“Raffle Period”).

**2. Eligibility:** NO PURCHASE IS NECESSARY TO ENTER OR WIN. This Raffle is open only to those who are a Professional Practitioner or Clinic Manager of a Participating Provider Practice of StayWell Insurance who responded to the official 2020 StayWell Provider Satisfaction Survey conducted by Center for the Study of Services (CSS and the “Administrator”). The Raffle is only open to legal residents of Guam and Saipan who are physically located and residing therein, and are 18 years of age or older as of the date the survey was completed. Limit of one entry per person. Employees of StayWell Insurance (the “Sponsor”) and Island Home Insurance Company and their immediate family members (common-law spouse, domestic partner; parents, siblings, children, and each of their respective spouses residing with the employee) and any other persons residing at the same household whether or not related are not eligible to win. The Raffle is subject to all applicable federal, state and local laws and regulations. Void where prohibited.

**3. Agreement to Rules:** By participating, you agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of StayWell Insurance, as final and binding as it relates to the content. The Raffle is subject to all applicable federal, state and local laws.

**4. How to Enter:** You may be invited to participate in a survey in one of the following ways during the Raffle Period: 1) StayWell Participating Provider or Office Manager of a Participating Provider Practice will receive an email with a link to participate; 2) StayWell Participating Provider or Office Manager of a Participating Provider Practice will receive a fax with the survey form. Once you access the link mentioned above, follow the online instructions to complete and submit the survey. If you receive the fax with the survey form, follow the written instructions to complete and fax back to CSS via the toll-free fax number indicated in the survey. Complete the survey in any of the two methods mentioned above to receive one (1) entry into the Raffle. To be eligible, a respondent’s survey must be completed and submitted in accordance with the Survey requirements by 11:59 PM ChST on 10/07/2020. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of StayWell Insurance. If you use fraudulent methods or otherwise attempt to circumvent the rules your submission may be removed from eligibility at the sole discretion of StayWell Insurance. Normal Internet access, phone and usage charges imposed by your online or phone service may apply.

**5. Prizes:** Two (2) winners will each receive \$500 in cash prize for their clinic/group. Limit one (1) prize per practice. The prize is nontransferable. In cases where your Raffle prize is lost or stolen, StayWell Insurance is unable to replace the Raffle prize. Any and all prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others is permitted.

**6. Odds:** The odds of winning depend on the number of eligible entries received during the Raffle Period.

**7. Winner selection and notification:** Winners of the Raffle will be selected in a random drawing on or about 10/13/2020, from among all eligible entries received during the Raffle Period. Drawing will be conducted by CSS, an independent survey vendor whose decisions are final and binding on all matters relating to this Raffle. Winners will be notified via email or fax to the email address and fax number they used to enter the Raffle within five (5) days following the winner selection. StayWell Insurance nor CSS shall have no liability for a winner's failure



to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning mailing information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within **30 days** from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, prize may be forfeited and an alternate winner be selected.

**8. Rights Granted by you:** By entering this raffle you understand that StayWell Insurance or anyone acting on behalf of StayWell Insurance, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Raffle, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

**9. Terms:** StayWell Insurance reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Raffle should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Raffle. In such case, StayWell Insurance may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by StayWell Insurance. StayWell Insurance reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Raffle or website or violates these Terms & Conditions. StayWell Insurance has the right, in its sole discretion, to maintain the integrity of the Raffle, to void votes for any reason, including, but not limited to; multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Raffle rules; or the use of bots, macros or scripts or other technical means for entering. Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the Raffle may be a violation of criminal and civil laws and should such an attempt be made, StayWell Insurance reserves the right to seek damages from any such person to the fullest extent permitted by law.

**10. Limitation of Liability:** By entering you agree to release and hold harmless StayWell Insurance, CSS, and their subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the Raffle and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries. The failure of StayWell insurance to comply with any provision of these Official Rules due to an act of God, typhoon, war, fire, pandemic riot, earthquake, terrorism, act of public enemies, or actions of governmental authorities outside of the control of StayWell Insurance (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these Official Rules.

**11. Disputes:** THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF GUAM AND THE U.S. WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Raffle, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Raffle, shall be resolved individually, without resort to any form of class action, exclusively before a court located in GUAM having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Raffle), and participant further waives all rights to have damages multiplied or increased.



**12. Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the StayWell Insurance website. To read the Privacy Policy, click here: <https://www.staywellguam.com/docs/terms-and-conditions.pdf>

**13. Sponsor/Administrator:** The Sponsor of the Raffle is StayWell Insurance, 520 Route 8, Maite, Guam 96910. The Administrator of the Raffle is Center for the Study of Services, 1625 K Street, NW, 8<sup>th</sup> Floor, Washington DC 20006.