



NO PURCHASE IS NECESSARY TO ENTER OR WIN.

**1. Eligibility:** Raffle (the "Raffle") is open only to those who are a StayWell Health Subscriber and a P&C Policy Holder. The Raffle is only open to legal residents of Guam and is void where prohibited by law. Employees of StayWell Insurance 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) are not eligible to win. The Raffle is subject to all applicable federal, state and local laws and regulations. Void where prohibited.

**2. 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.

**3. Raffle Period:** Entries will be accepted online starting on or about **April 1, 2019** and ending **April 30, 2019**. All online entries must be received by **April 30, 2019** 11:59PM Guam time.

**4. How to Enter:** The Raffle must be entered by submitting an entry using the online form provided on the StayWell website. The entry must fulfill all raffle requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of StayWell Insurance. You may enter up to four (4) times per day (via web form) by visiting our Facebook, Instagram, Twitter, and StayWell Website and you must fill in the information requested. You may not enter more times than indicated by using multiple email addresses, identities or devices in an attempt to circumvent the rules. 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.

**5. Prizes:** The winner will receive a select prize from the featured monthly partner. The specifics of the prize shall be solely determined by the Sponsor. No cash or other prize substitution permitted except at Sponsor's discretion. 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 or request for the cash equivalent by winners is permitted. Acceptance of prize constitutes permission for StayWell Insurance to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

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

**7. Winner selection and notification:** Winners of the Raffle will be selected in a random drawing. Winners will be notified via email or phone to the email address and phone number they entered the Raffle within five (5) days following the winner selection. StayWell Insurance 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 contact 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.

By entering the Raffle you agree to receive email newsletters periodically from StayWell Insurance.

**10. Limitation of Liability:** By entering you agree to release and hold harmless StayWell Insurance and its 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.

**11. Disputes:** THIS RAFFLE 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>