CELEBRATE CARING CHALLENGE
Sponsored by Independence Blue Cross

Official Contest Rules

By entering this Contest, the entrant (“Entrant”) agrees to be bound by these Official Rules and to accept as final all winners. The Independence Blue Cross (“Sponsor”) Celebrate Caring Challenge (“Contest”) begins at 9:00 a.m. Eastern Time (“ET”) on March 11, 2019 and ends at 11:59 p.m. ET on April 5, 2019 (“Contest Period”).

1. Eligibility: NO PURCHASE NECESSARY TO ENTER OR WIN. The Independence Blue Cross Celebrate Caring Challenge is open only to legal residents of Pennsylvania, New Jersey and Delaware, who are at least eighteen (18) years old at the time of entry. Officers, Directors, and employees of Independence Blue Cross and any of their affiliates and subsidiaries, as well as the immediate family (spouse, parents, siblings, children and grandparents and the “steps” of each) and household members of each such Officer, Director, and employee are not eligible to win, but may nominate an eligible person. Official judges are not eligible to nominate or win. Void where prohibited.

2. Entry: Eligible entrants (“Entrant”) may nominate themselves or someone else (either designated a “Nominee”) in the Contest by visiting https://www.ibx.com/nurses to complete an online entry form (“Entry”). Entry may be submitted at any time during the Nomination Period which shall begin at 9:00 a.m. Eastern Time (“ET”) on March 11, 2019 and ends at 11:59 p.m. ET on April 5, 2019 (“Nomination Period”). During the entire Nomination Period, Sponsor’s server/computer is the official time keeping device for the Contest. Entry will not be returned or acknowledged. The individual submitting the Entrant’s Application must have authority to bind the Entrant. Once submitted, entries become the exclusive property of Independence Blue Cross and will not be returned.

   A. Entrant and Nominee agree to abide by these Official Rules and the decisions of Sponsors, which are final and binding on all matters pertaining to this Contest.

   B. Description of Nominee’s qualification contained in the Entry (“Description”) must be an original work created by the Entrant, or a work to which the Entrant owns all copyrights, and the Entrant warrants and represents that the Entrant is the owner of any and all copyrights in the Description and that the Description does not violate or infringe the rights of another person or entity, including but not limited to the right of privacy, the right of publicity, copyright(s), trademarks or brand names, or any other intellectual property right(s).
C. Each winning Nominee must submit a signed Liability/Publicity Release to Sponsor no later than 10:00 P.M. EST on April 17, 2019. Failure to comply will result in forfeiture of all rights to any prize, and an alternate winner will be selected. Winning Entrants and Nominees must also make him/herself available for a video interview by Sponsors and/or Sponsor’s affiliated entities and must agree to be featured online on Sponsors and/or Sponsor’s affiliated entities websites/social media pages in connection with the Contest.

D. Each winning Nominee must designate a Charity (as defined in Section 4) and notify Sponsor of its designation no later than May 1, 2019. Failure to comply will result in forfeiture of all rights to any prize, and an alternate winner will be selected.

E. By entering the Contest, Entrant and Nominee each permit the Entry to be posted, displayed, published, and otherwise used on Sponsor’s Websites (“Websites”) and/or in Sponsors publications (“Publications”), including without limitation, for display of winning entries, promotion of the Contest, or reporting on the Contest.

F. Except where prohibited by law, entry constitutes permission to use the Entrant’s Entry, Entrant’s and Nominee’s hometown, photograph, and any statements regarding the Contest for editorial, public relations, promotional, and advertising purposes without compensation.

G. Sponsors reserve the right, in their sole discretion, to reject, disqualify, modify, edit, and revise any Entry. Sponsors reserve the right, in its sole discretion, to verify any element of any Entry or related materials and to disqualify any Entrant and Nominee whose participation may subject the Contest, Sponsors, or Sponsors’ clients, or customers to controversy, negative publicity, scorn, and/or ridicule.

H. Sponsors are not responsible for, and will not be liable for, any problems connected with the Internet portion of the Contest, including (i) technical failures of any kind, including but not limited to the malfunctioning of any cable, computer, network, satellite, server, system, telephone line, or electronic or internet hardware or software; (ii) any telephone, service provider, internet, website, or usenet inaccessibility or unavailability; (iii) unauthorized human intervention in any part of the entry process or the Contest; (iv) typographical or other errors in the offer or administration of the Contest, including but not limited to, errors in the advertising, official rules, selection of winners, and distribution of prizes; and (v) garbled or jumbled transmissions, or other electronic errors in the processing of entries or administration of the Contest. Sponsors reserve the right, in their sole discretion, to suspend or cancel the Contest at any time if a computer virus, bug, worm, or other technical problem interferes with the administration, security, integrity, or proper play of the Contest. In the event of cancellation, Sponsors reserve the right to award the prize to eligible Entries received prior to the date of cancellation. Sponsors reserve the right, in its sole discretion, to disqualify any person tampering with the Entry process, the operation of the website or otherwise in violation of the rules.
I. Sponsors and their parents, affiliates, subsidiaries, and agents assume no responsibility for lost, misdirected, damaged, incomplete, incorrect, altered, or illegible Entries. No computer-generated Entries will be accepted. The use of automated entry devices or any other conduct that impedes the integrity of the Contest is prohibited. Entries and the information contained therein become the property of Sponsors. Entries made through the internet are deemed to be made by the authorized account holder of the email address at the time of Entry.

3. Winner Determination, Notification: Sponsor will select up to (3) potential winners to be honored during National Nurses Week May 6-12. Winners will be hand-selected by a panel of judges from Independence based on the essay submission and notified by telephone and/or email no later than April 12, 2019. Odds of winning depend on the number of eligible Entries received.

In the event that a winner notification is returned as undeliverable, the winner cannot be reached, or Sponsor does not receive a winner’s a signed Liability/Publicity Release form by 10:00 P.M. EST April 17, 2019, at the Sponsors’ discretion, the Judges will select an alternate winner.

4. Prizes:

Up to (3) three winners will receive a pop-up care experience, designed by Independence Blue Cross, and be entitled to designate a Charity to which Independence Blue Cross will donate a total amount of $1,500.

Pop-up care experiences will be coordinated with the winning nurse’s place of work. If a care experience cannot be coordinated with the winning nurse’s workplace, an alternate prize or winner may be selected at Independence’s sole discretion.

“Charity” means a tax-exempt 501(1)(c)(3) organization affiliated with the United Way of Greater Philadelphia and Southern New Jersey. Each Charity is subject to verification and approval by Independence Blue Cross. If Independence is not able to verify that the designated Charity is a tax-exempt 501(1)(c)(3) organization, Independence may withhold the donation or may substitute a qualified Charity on the winner’s behalf.

Prize is awarded “as is” with no warranty or guarantee express or implied. Sponsors disclaim all and any liability for the actual provision, quality, or nature of any third party product or service accepted by the winners. The awarding of any prize is contingent upon full compliance with these Official Rules. Entrants and Nominees agree to be bound by the Official Rules and agree that if any winner fails to provide proof of identity, refuses to provide required information or documents, is found to have violated the Official Rules, or otherwise does not meet eligibility criteria, prize will be forfeited and awarded to an alternate winner. Entrants and Nominees understand that Sponsor is not liable for injuries, losses,
or damages of any kind arising from participation in this promotion and acceptance, possession, and use of prize. Sponsors are not responsible for any typographical or other error in the printing of the offer, administration of the Contest, or in the announcement of the prizes. All taxes on Prize and all tips are the winner's responsibility. Any portion of the Prize not used will be forfeited.

Sponsors reserve the right to substitute a prize or portions thereof of equal or greater value if prize (or portions thereof) cannot be awarded as described. Sponsors will determine all elements of prize in its sole discretion. Details of the prize may change, based on availability. Prize may not be assigned, transferred, changed, or redeemed for cash.

5. Release: By entering and providing the required information, Entrant and Nominee acknowledge that they may receive marketing emails and other correspondence from Independence Blue Cross. For more information about how Independence Blue Cross uses the information you provide and how to unsubscribe to these marketing emails, see Sponsor’s privacy policy at https://www.ibx.com/privacy/index.html. YOU MAY OPT-OUT OF RECEIVING ANY SUCH INFORMATION, OR OTHER SPECIAL OFFERS FROM SPONSOR AT ANY TIME. OPTING-OUT WILL NOT AFFECT YOUR NOMINEE’S ODDS OF WINNING.

Entrant and Nominee agree that Sponsors have the right to combine the Entry and any of the materials supplied by entrant pursuant to the Contest with such other material as Sponsors in their sole discretion determine, and further agrees that it shall not have any right of approval, claim to compensation or benefits claim, including without limitation, claims based upon invasion of privacy, defamation, or right of publicity arising out of any use of names or biographical and/or corporate information.

By entering and/or participating in this Contest, Entrant and Nominee release Sponsors and Sponsor's respective parents, subsidiaries, affiliates, agents, shareholders, officers and employees from any liability arising from or relating to participation in this Contest, including but not limited to, any and all claims, injury, damages, expenses, demands or liabilities arising out of, whether directly or indirectly, in whole or in part, or in connection with the participation in this Contest (including without limitation infringements of copyright or any other intellectual property right) and/or the use or misuse of the Prize, or participation in any Contest-related activity.

Winners and their guest(s) may be photographed, videotaped or otherwise recorded by Independence Blue Cross while winners and their guest(s) participate in prize-related activities (collectively, "Footage"). Footage will be owned by Independence Blue Cross who has the right, but not the obligation, to use, edit, adapt, post, stream, copy, exploit, license, sell and distribute the Footage and all elements thereof, including any names and likenesses embodied therein, on its websites and in any and all media now known or hereafter devised throughout the world, in perpetuity, for advertising, promotional, trade and other purposes with no
additional notification or compensation to, or permission of, the winner(s), guest(s) or any third party. By submitting an entry and/or claiming a prize, such entrant and nominee agrees that their name and likeness and those of any of their guests may be included in the Footage, in Sponsor’ sole discretion. Each winner agrees to and will help Sponsor retain necessary releases (as applicable) from their guests if requested by Sponsor to do so.

6. General: Sweepstakes is subject to all applicable federal, state and local laws. Entrants agree to be bound by these Official Rules and by the decisions of the Independence Blue Cross, which are final and binding in all respects. By entering this Sweepstakes, Entrants expressly acknowledge that these Official Rules have been drafted in the English language, and that any translation prepared for any reason will be of no legal effect and the English version of these Official Rules shall govern any dispute. By participating, Entrant releases Independence Blue Cross and their respective parents, affiliates, subsidiaries, prize suppliers and agencies and their respective directors, officers, employees and agents (collectively, “Released Parties”) from any and all liability for any injury, death, loss, tax liability or damage of any kind arising from Entrant’s participation in this Sweepstakes, or resulting from Entrant’s acceptance, possession, use or misuse of any prizes (or portion thereof), including any activity or travel related thereto. Except where prohibited by law, acceptance of a prize constitutes and signifies a winner’s consent to Independence Blue Cross and/or its agents use of such winner’s Entry, name, e-mail address, city and state of residence, location, and/or likeness for promotional purposes in any media now existing or hereinafter devised, without any additional notification or compensation to, or review or approval from such winner or any third party. Released Parties are not responsible for: (1) lost, late, incomplete, delayed, destroyed, misdirected, garbled, or inaccurate entries, (2) incorrect or inaccurate transcription of entry information; (3) any human error, technical malfunctions, or lost-delayed data transmission; (4) any omission, interruption, deletion, defect, or line failures of any telephone network, computer equipment, or software; or (5) inability to access any website or online service, or any other error or malfunction. Independence Blue Cross reserves the right to: (i) disqualify from this or any Sweepstakes it sponsors, now or in the future, any person it finds, in its sole discretion, has intentionally violated these Official Rules, tampered with the entry process, the operation of the Sweepstakes or website, or any other aspect of this Sweepstakes; and (ii) cancel, terminate or suspend the Sweepstakes in its entirety should tampering, unauthorized intervention, fraud, technical failures or other causes corrupt the administration, security, fairness, integrity, or proper play of the Sweepstakes or for any reason. In the event that the Sweepstakes is terminated, Independence Blue Cross reserves the right to select the potential winner(s) from eligible Entries prior to such termination event.
7. WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER PERSON TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS; AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH ENTRANT OR OTHER PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING SEEKING CRIMINAL PROSECUTION.

8. Dispute Resolution: Except where prohibited, by participating in the Contest, Entrants, Nominees, and Winners agree that: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participants and Sponsors and their agents shall be governed by and construed exclusively in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any principles of conflicts of law of any jurisdiction. Entrant, Nominee, and Winners agree that any action at law or in equity arising out of or relating to this Contest, or awarding of the prizes, shall be filed only in the state or federal courts located in the Commonwealth of Pennsylvania and Entrant, Nominees, and Winners hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action. Except where prohibited, by participating in this Contest, Entrants, Nominees, and Winners agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or awarding of the prizes, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Contest but in no event attorneys’ fees; and (c) under no circumstances will any Entrants, Nominees, or Winners be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental, and consequential, or multiplied damages and any other damages, other than for actual out-of-pocket expenses.

9. Choice of Law: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Independence Blue Cross in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the Commonwealth of Pennsylvania, USA.


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