

## THE AFLAC CAREGRANTS CONTEST OFFICIAL RULES

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Not open to the general public.**

**ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT. THIS CONTEST IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY.**

**CONTEST ENTRY PERIOD:** The Aflac CareGrants Contest (the “Contest”) begins at 12:00:01 AM Eastern Time (“ET”) on Friday, October 1, 2021 and ends at 11:59:59 PM ET on Sunday, October 31, 2021 (the “Contest Period”). Sponsor’s computer is the official timekeeping device for this Contest.

**ELIGIBILITY:** The Contest is open to individuals: (i) who are legal residents of the 50 United States and District of Columbia, (ii) who are 18 years of age or older and at least the age of majority in his/her state of primary residence (19+ in AL and NE, 21+ in MS) at the time of entry, (iii) who, as of September 30, 2021 are not insured under any policy issued or administered by Aflac, Inc. or its subsidiaries or affiliates (collectively “Aflac”).(iv) who incurred a medical debt before September 30, 2021. Any individual that becomes insured under any Aflac policy during the Contest Period is no longer eligible for this Contest. Void in Puerto Rico, Guam, the U.S. Virgin Islands, outside the U.S., and wherever else prohibited by law. Employees, contractors, directors, and officers of American Family Life Assurance Company of Columbus (“Sponsor”), Votigo, Inc. (the “Contest Administrator”) and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children and siblings and their respective spouses) of, and those living in the same household of, each are not eligible to enter or win. Contest is subject to all applicable federal, state, and local laws and regulations.

**HOW TO ENTER:** During the Contest Period, eligible participants must visit [www.Aflac.com/Care](http://www.Aflac.com/Care) (the “Contest Website”), complete the entry form in its entirety, (which includes sharing a story about how medical debt has affected the entrant’s life (the “Story”) by uploading a video not to exceed 90 seconds in length (the “Video”) or providing an essay not to exceed 300 words (the “Essay”)) and submit as instructed to receive one (1) entry into the Contest (the “Entry”). Story should include: 1) entrant’s background and what happened to them and/or their minor child; 2) challenges the entrant faced or sacrifices the entrant had to make due to medical debt; 3) the expenses the entrant didn’t expect as a result of the medical event; and 4) how the \$5,000 prize money (if won) would help the entrant and/or entrant’s family. Entrant must be the parent or legal guardian of any person/child whose story and/or background is included in the Entry/Essay and must have the authority and permission to submit all information provided in the Entry/Essay, including without limitation, their child’s personal health information.

**There is a limit of one (1) Entry per person/email address/household during the Contest Period.** All entries become the property of the Sponsor and will not be acknowledged or returned. Automated Entries are prohibited, and any use of automated devices will cause disqualification. Entrants may not enter with multiple e-mail addresses nor may entrants use any other device or artifice to enter multiple times or as

multiple entrants. Any entrant who attempts to enter with multiple e-mail addresses, under multiple identities, or uses any device or artifice to enter multiple times will be disqualified and forfeits any and all prizes won, in Sponsor's sole discretion.

Once an Entry is submitted it cannot be modified by an Entrant. Released Parties, as defined below, are not responsible for lost, late, incomplete, illegible, garbled, inaccurate, invalid, misdirected, undelivered, or delayed Entries. No altered or incomplete submissions will be accepted. Individuals who do not follow all of the instructions and/or abide by these Official Rules or other instructions of Sponsor may be disqualified.

**ENTRY REQUIREMENTS & CONDITIONS:** As used herein, "Entry" and "Entries" refers to all content you submit in connection with the Contest (including, but not limited to, any Video, Essay, and all pictures, images, videos, descriptions, writings, explanations, tag names, etc. submitted therein).

All Entries must comply with the following guidelines to be eligible:

- Entrant should be the primary subject of the Entry. No other individuals may appear in the Entry, without express, written permission. If Entry features a minor under the age of majority in his/her state of residence, Entrant must obtain written permission from the minor's legal guardian.
- Videos must conform to the format and size requirements and limitations of the contest website. The maximum Video file size is 300 MB and must not exceed 90 seconds in length.
- Entry cannot contain content that is irrelevant to the purpose of the Contest.
- Each submitted Entry must be original and not violate the rights of any third party.
- No duplicate Entries or substantially similar Entries, as determined by the Sponsor's in its sole discretion, may be submitted.
- By submitting a Video taken by a third party, Entrant warrants and represents that he/she has secured all rights and clearances to the Video from the videographer and shall provide evidence of same if and when requested.
- Entry cannot be profane, pornographic, sexually explicit or suggestive or contain nudity.
- Entry cannot be violent or promote firearms/weapons.
- Entry cannot contain or promote alcohol, illegal drugs or tobacco.
- Entry cannot defame, misrepresent or contain disparaging remarks about people, brands, products or companies.
- Entry cannot contain content that defaces or depicts any person, brand, product or company in a negative or inappropriate manner.
- Entry cannot be obscene or offensive, endorse any form of hate or hate group or be derogatory to any ethnic, racial, gender, religious, professional or age group.
- Entry cannot reference or contain materials embodying copyrighted images, names, likenesses or other indicia identifying any brand, products, company or person, living or dead, without permission.
- Entry cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate.
- Entry cannot depict illegal activity and cannot itself be in violation of any law.
- Entry cannot in any way reference persons or organizations without written permission from any person or organization whose name or likeness is used.
- Entry may not include images of a known celebrity, famous or well-known person or any image which violates the right of privacy or publicity of any person.

By submitting an Entry, the Entrant understands and grants to the Sponsor an irrevocable, perpetual, non-exclusive worldwide license to use his/her Entry (including, but not limited to, the Video/Essay), name, recordings, hometown and likeness on the Sponsor's various websites and social media sites and in advertising and/or promotional activities worldwide without compensation, permission or notification. Sponsor reserves the right in its sole and absolute discretion to alter, change or modify any Entry, which includes the Video/Essay. Entries must be truthful and Sponsor reserves the right to verify information contained in the Entry. Winners will be required to provide proof, to Sponsor's satisfaction, of the medical debt included in the Entry. Sponsor not responsible for any invalid or incorrect information provided by an entrant.

By submitting an Entry, Entrant warrants and represents that: (a) Entry does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other legal or moral rights of any person or entity; (b) Entrant has obtained written permission (in a form satisfactory to Sponsor) from any person who may appear in the Video or is named in the Entry; (c) Entrant owns all rights to the Entry, including without limitation, copyrights, and has received prior written permission from a third party if any Video was recorded by someone other than the Entrant him/herself; (d) Entry is the original work of the Entrant and it has not been copied from others and has not previously won awards; and (d) Entrant will indemnify and hold harmless the Released Parties from any claims and damages (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach of his/her representations and warranties herein, the Entry, or Entrant's conduct in creating the Entry, the acceptance or use of any prize or otherwise in connection with this Promotion.

By submitting an Entry, you agree that your Entry is gratuitous and made without restriction, and will not place Sponsor under any obligation, that Sponsor is free to use or otherwise disclose the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your Entry, Sponsor does not waive any rights to use similar or related ideas or stories previously known to Sponsor, or developed by its employees, or obtained from sources other than you.

**ENTRIES POSTED TO THE CONTEST WEBSITE ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER.**

Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to Entrants. Sponsor reserves the right to waive the Entry submission requirements set forth herein in its reasonable discretion. Sponsor reserves the right, in its reasonable discretion, during or upon completion of the Contest Period, to request that any Entrant resubmit his or her Entry which fails to comply with the Contest entry requirements prior to any judging.

**FINALIST JUDGING AND WINNER DETERMINATION:** All eligible Entries received during the Contest Period will be judged by a panel of judges appointed by the Sponsor by November 8, 2021, which judges shall use the criteria set forth below to determine each Entry's total judging score (the "Judging Score"):

- A. Connection to Theme (34%)
- B. Clarity of Expression (33%)
- C. Perceived Need for Prize (33%)

The fifty (50) Entries that receive the highest Judging Scores based on the judging criteria will each be deemed a potential finalist (each, a "Finalist"). Finalists may be subject to verification. In the event of a tie at the Finalist level, the Sponsor would follow the tie breaking mechanism outlined below.

Finalists will then be judged by a separate panel appointed by Sponsor using the criteria set forth above to determine each Finalist's final judging score (the "Finalist Judging Score"). The twenty (20) Finalists that receive the highest Finalist Judging Score based on the judging criteria will each be deemed a potential Grand Prize winner, subject to verification. In the unlikely event of a tie, the tied Entry with the highest score in Criterion A, "Connection to Contest Theme", will be deemed the potential Finalist/winner. If additional tie breakers are needed, the tie-breaking mechanism above will be used; however, instead of the highest score in Criterion A determining the potential Finalist/winner from among the tied Entries, the highest scores in each of Criteria B and C, in sequence (to the extent needed) will determine the potential Finalist/winner. In the event additional tiebreakers are needed, all tied Entries will be judged by a separate panel of judges using the judging criteria above.

**WINNER NOTIFICATION AND VERIFICATION:** Potential winners will be contacted by the Administrator by email or phone on/around December 8, 2021 and will be required to sign and return, within five (5) days of notification, an Affidavit of Eligibility, a Liability Waiver, and where allowable, a Publicity Release (collectively, "the Releases") and an IRS W-9 Form. If a potential winner is found not to be eligible or not in compliance with these Official Rules, if attempted notification or any prize is returned as undeliverable, if any required documents are not returned within the required number of days, if a winner cannot be verified, or if a winner is otherwise unable or unwilling to accept and claim the prize as stated, then winner may be disqualified and the prize may be forfeited in Sponsor's sole discretion. Winner must provide proof, as instructed by Sponsor and to Sponsor's satisfaction, of the medical debt included in the Entry or prize may be forfeited in its entirety. **Satisfactory proof may require your disclosure of health related information to Sponsor.**

Noncompliance will result in disqualification and the Entrant with the next highest Finalist Judging Score will be deemed a potential winner. If Sponsor is unable to determine and verify a potential winner after repeated alternate attempts or if Sponsor fails to receive a sufficient number of entries to correspond to the number of prizes available to be awarded, Sponsor reserves the right to not award such prize(s).

Winner may also be required to submit to a background check to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the Contest will not bring Sponsor and its affiliated entities into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Contest or Sponsor, as determined by the parties in their sole discretion. Sponsor reserves the right to disqualify a potential winner on the basis of the findings resulting from such background check or if a potential winner fails to properly authorize and/or provide the required information in connection with such background check.

**PRIZES/APPROXIMATE RETAIL VALUE ("ARV"):**

Grand Prizes: There are twenty (20) Grand Prizes available to be won. Each Grand Prize consists of \$5,000 awarded in the form of a check made payable to the winner. The ARV of the Grand Prize is: \$5,000 each.

The total ARV of all prizes available to be awarded: \$100,000.

**PRIZE CONDITIONS:** Prizes are not assignable nor transferable. No substitution is permitted except if prize is unavailable, in which case a prize of equal or greater value will be awarded. No cash in lieu of prizes and no exchange or substitution of prizes, except at the sole discretion of the Sponsor. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

Winners are responsible for all federal, state, local and income taxes associated with winning prize. Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, Entry, hometown, likeness, video recording(s), photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission. Once the prize has been delivered to the winner's provided address, the prize is considered awarded.

**GENERAL:** Participating Entrants agree to these Official Rules and the decisions of the Administrator and the Sponsor, and release and hold Sponsor, the Administrator, and each of their parents, subsidiaries, affiliated companies, and all other businesses involved in this Promotion, as well as the employees, officers, directors and agents of each (collectively, the "Released Parties"), from all claims and liability relating to their participation in the Promotion, and the acceptance and use/misuse of the prize offered or any item redeemed therewith. Entrants waive all rights to claim punitive, incidental and consequential damages. Winners assume all liability for any injury or damage caused or claimed to be caused, by participation in this Promotion or use/misuse or redemption of a prize. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Promotion or in the announcement of any prize.

No confidential relationship is established by any Entrant and the Sponsor as a result of participating in the Promotion. None of the information submitted by the Entrant will be treated as trade secrets, confidential information or as protected data.

Although subsequent attempts to submit an Entry may be received, only the first complete Entry received from a particular Entrant will be eligible; subsequent attempts by the same person to enter, including Entries submitted with an alternate email address or identity will be disqualified. In the event of a dispute over the identity of an entrant, submission will be deemed submitted by the "Authorized Account Holder" of the email address submitted by the Entrant. Authorized Account Holder means the natural person to whom the email address is registered. Any Entrant or potential winner may be required to show proof of being the authorized account holder to Sponsor's satisfaction. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Contest. By participating in the Contest, you (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be

bound by the decisions of Sponsor and the Contest Administrator, which are final and binding in all matters relating to the Contest. Failure to comply with these official rules may result in disqualification from the Contest.

Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor. If, for any reason, the Contest cannot be run as planned, Sponsor may disqualify any suspect entries or individuals from the Contest and any contest it sponsors and (a) suspend the Contest and modify the Contest to address the impairment, then resume the Contest in a manner that best conforms to the spirit of these Official Rules; and/or (b) stop the Contest in its entirety and award the prizes from among the eligible, non-suspect entries received up to the time of the impairment using the winner determination procedure set forth above and/or as otherwise deemed fair and appropriate by Sponsor.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS CONTEST CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, PANDEMICS, COMMUNICABLE DISEASES, STATE EMERGENCY ACTIONS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS CONTEST, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE, AS APPLICABLE. FURTHER, SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY CANCELLATIONS, DELAYS, DIVERSIONS, CHANGES IN SERVICE OR ACCOMMODATIONS OR SUBSTITUTIONS, OR FOR ANY ACTS OR OMISSIONS BY ANY THIRD PARTIES BEYOND ITS REASONABLE CONTROL, INCLUDING AIR CARRIER(S) AND OTHER TRANSPORTATION COMPANIES; LODGING, RESTAURANT OR OTHER HOSPITALITY PROVIDERS; ENTERTAINMENT PROVIDERS, VENUES OR ARTISTS; OR OTHER THIRD PARTY PROVIDERS SUPPLYING ANY SERVICES OR COMPONENTS OF THE PRIZE(S) TO WINNERS AND/OR THEIR GUESTS, OR FOR ANY RESULTING INJURIES, INCLUDING MONEY DAMAGES, COSTS AND EXPENSES, PROPERTY DAMAGES, PERSONAL INJURIES OR DEATH RESULTING THEREFROM.

**LEGAL WARNING:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE CONTEST, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Contest will be governed by and

construed in accordance with the internal laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE CONTEST, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**DISPUTES:** The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in Muscogee County, GA and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury, and review is limited. The arbitrator's decision and award are final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Contest shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Columbus, GA. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Columbus, GA. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

**PRIVACY:** As a condition of entering the Contest, each entrant gives consent for Sponsor to obtain and deliver his or her name, address, Entry information (which may include personal health information) and other information to third parties, including Administrator, for the purpose of administering this Contest and to comply with applicable laws, regulations and rules, including, without limitation, the storing of your personal information for purposes of complying with state record retention requirements. Any information

entrant provides to Sponsor may be used to communicate with entrant in relation to this Contest or on a Contest winner's list. Personal information collected from entrants are subject to the Sponsor's Privacy Policy, which can be found at <https://www.aflac.com/about-aflac/privacy-policy.aspx>.

**OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, see or send a self-addressed, stamped envelope by December 8, 2021, to: **The Aflac CareGrants Contest Official Rules Request**, PO Box 654, Social Circle, GA 30025-654.

**WINNER CONFIRMATION REQUEST/WINNER'S LIST:** For a written confirmation of the winner and list of winners (available after 12/08/21), send a stamped, self-addressed envelope (no later than 01/05/22), to: **The Aflac CareGrants Contest Winner Confirmation Request**, PO Box 654, Social Circle, GA 30025-654.

**SPONSOR:** American Family Life Assurance Company of Columbus, 1932 Wynnton Rd., Columbus, GA 31999.

**ADMINISTRATOR:** Votigo, Inc., 1630 30<sup>th</sup> Street, Suite A 593, Boulder, CO 80301.

**Void outside the US, in Puerto Rico, the Virgin Islands, Guam and wherever else prohibited by law.**

All trademarks used herein are the property of their respective owners in the United States and abroad. All rights reserved.