## Cigna® Design Challenge 2013 Healthcare Experience Design Conference March 26, 2013 Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 1. **Contest:** The Cigna Design Challenge (the "Contest") will occur on March 26, 2013, at the 2013 Healthcare Experience Design Conference between the hours of 9:00am EST and 5:00pm EST in accordance with the guidelines below. Cigna Health and Life Insurance Company ("Sponsor") is the Sponsor of this Contest.
- 2. Eligibility. The Contest is open only to teams consisting of at least one (1) individual and no more than five (5) individuals (each, a "Team"), who are each legal residents of the fifty (50) United States and the District of Columbia, who are at least eighteen (18) years old and who were present for the entire duration of the Contest. Employees of Sponsor, its subsidiaries, and affiliate companies as well as immediate family (spouse, parents, siblings and children) and household members of each such employee (whether or not related) are not eligible. Corporations, partnerships or other entities are not eligible. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.
- 3. **How to Enter:** Teams can enter the Contest by registering through the 2013 Healthcare Experience Design Conference website at <u>www.hxdconf.com</u> and agreeing to these Official Rules; or, in the event that 50 participants have not registered for the Contest prior to the Contest, Teams can enter the Contest by registering at the 2013 Healthcare Experience Design Conference before the start of the Contest at 9:00am EST on March 26, 2013 and signing a physical copy of these Official Rules. Each Team must complete and submit the registration form, including a valid email address, phone number and home address. Each individual participant in the Contest must, at Sponsor's request, present photo identification to verify that he or she is a member of the applicable registered Team. No substitutions will be permitted at the Contest. Registration will be limited to fifty (50) participants, regardless of the participants' particular arrangements into Teams, which may be agreed upon individually the day of the Event, if desired by participants.
- 4. **Prizes:** One winning team (the "Winning Team") will be determined by the judges, in the judges' sole discretion. The Five Thousand Dollar (\$5,000) cash prize (the "Prize") will be divided equally by the number of people on the Winning Team and distributed to each individual (a "Winner") on the team. Each Winner is responsible for all taxes and fees associated with receipt and/or use of the Prize. All Prize details are at Sponsor's sole discretion. The Prize is non-transferable. The Prize will be fulfilled 4-6 weeks after the Contest and each potential winner has been verified and complied with these Official Rules. Actual odds of winning depend on the number of eligible Teams.
- 5. **Contest:** Each Team will be presented with the Challenge Description, which will be made available at the start of the Contest or prior to the start of the Contest, in Sponsor's sole discretion. The Challenge Description will contain a more complete description of the project as well as the materials that will be available for participants, but will generally require participants to consider assisting users with finding in-network providers, cost of services (specific doctor/facility), and understanding plans, including conveying the complexity of coverage/benefit information and the impact of healthcare decision on health. During the Contest, each Team must create and submit a product that responds to the Challenge Description in a way consistent with the Challenge Description (the "Design"). Such Design shall require the production of at least: (1) a brief verbal and visual presentation of the Team's response to the Challenge Description; and (3) sketches, wireframes, visual compositions, or other user-interface designs that respond to the Challenge Description. Sponsor may, at its sole discretion, require the production of more elements to compose the Design, as described in the Challenge Description. At the end of the Contest, Five (5) qualified judges, determined by Sponsor in its sole discretion, will review the Designs of each Team, and will chose one (1) Winner.
- 6. **Requirements and Restrictions:** The Design must: (a) be each Team's original authorship, as developed during the time constraints of the Contest, and must not contain the intellectual property of another party, or any

material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement; (b) not contain the confidential or proprietary information of any party; (c) not disparage Sponsor, or any other person or party affiliated with the Contest; (d) not contain brand names or trademarks other than those owned by Sponsor and Sponsor reserves the right to modify or remove any brand names or trademarks appearing in your Design; (e) not contain material that is inappropriate, indecent, obscene, hateful, tortuous, defamatory, offensive slanderous or libelous (as determined by Sponsor); (f) not contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data or personal information, or that facilitate or enable such or that are intended to do any of the foregoing; and (g) not contain material that is unlawful, in violation of or contrary to any laws or regulations.

- 7. Intellectual Property Rights: Each participant of each Team, by submitting any Design, irrevocably grants to Sponsor a royalty-free, irrevocable, perpetual, non-exclusive, transferable license to use, reproduce, modify, edit, adapt, publish, create derivative works from, and display such Design in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes, and without further compensation to you or any other person or entity. If requested, each participant of each Team will sign any documentation that may be required for Sponsor or its designees to exercise its rights under these Official Rules. For clarity, each Team's Design and all rights, including intellectual property rights, title, and interest therein and thereto lie exclusively with each Team or its respective participants. This Agreement is not an agreement of sale, and no title, interest, or intellectual property rights or other ownership of the Design are transferred pursuant to these Rules, except as explicitly stated herein.
- 8. **Judging:** Judging will be based on the following criteria ("Judging Criteria"): originality (25%); viability and feasibility (25%); business impact, or how well this solution solves the problem stated (25%); and overall quality of presentation, including health literacy and universal access (25%). By submitting a Design or participating in the Contest, each Team acknowledges and agrees that such evaluations may differ from person to person and agrees to be bound by and not challenge the final decisions of Sponsor and the individual judges. The decisions of the judges are final and binding. In the event of a tie, the Team whose Design received the higher score for originality, as determined by the qualified judges, in their sole discretion, will be deemed the Winner. If a potential winner is disqualified for any reason, the Prize may be awarded to a runner-up, if any, in Sponsor's sole discretion.
- **Release:** Acceptance of the Prize shall constitute and signify the Winner's agreement and consent that Sponsor 9. and its designees may use the Winner's name, city, state, biographical information, likeness, Design (including any related video presentations), and/or Prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. Potential winners may be required to complete an Affidavit of Eligibility/Release of Liability and related tax forms, including a 1099 form, and, if legally permissible, a publicity release within ten (10) days of attempted notification. Each Team hereby releases and holds harmless, the Sponsor and its subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and Prize suppliers, and its officers, directors, employees and agents (collectively, the "Released Parties") from and against any claims, damages, liabilities, cost and expenses (including reasonable counsel fees and legal expenses), losses and judgments arising out of or incurred in connection with (a) any breach of these Official Rules; (b) the Design, or use thereof; (c) the acceptance, possession, use or misuse of the Prize; or (d) participation in this Contest or any Contest related activity. By participating in this Contest, each Team agrees that the Design conforms to these Official Rules. For clarity, although Sponsor may explore future use of the Design, or future partnerships with any winner, Sponsor shall not be obligated to promote, endorse or otherwise use any Design. Sponsor is not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Designs, or any other obstacle complicating submission of any Design during the Contest. Any Design not submitted by the end of the Contest shall be void.
- 10. Limitations of Liability: Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by participant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized by the Contest or the 2013 Healthcare Experience Design Conference; (b) technical failures of any kind, including malfunctions, interruptions, delays or disconnections in phone lines, network communications, hardware or software; (c) unauthorized human intervention in any part of the Contest; (d) computer, network or human error which may occur in the administration of the Contest, the uploading, the

processing or judging of Designs, the announcement of the Prize or in any Contest-related materials; (e) late, lost, undeliverable, damaged or stolen mail or email; or (f) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participation in the Contest or receipt or use or misuse of the Prize. Released Parties are not responsible for any unauthorized third party use of any Design or any comments, responses, questions or concerns received from any third parties regarding any Design. Sponsor, although not obligated to, may review, verify, make changes to or remove any Design, at any time, with or without notice and in its sole discretion. UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN AWARDS FOR, AND EACH PARTICIPANT HEREBY WAIVES ALL RIGHTS TO CLAIM, INDIRECT, 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. EACH RELEASED PARTY'S ENTIRE LIABILITY UNDER IN CONNECTION WITH THIS CONTEST SHALL NOT EXCEED ONE THOUSAND DOLLARS (\$1,000). The parties agree that the limitations specified in this Section will apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY.

- 11. General Conditions: 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 impairs the integrity or proper functioning of the Contest, as determined by Sponsor at its sole discretion. If the Contest is terminated, the judges may, in their sole discretion, determine the winners from all non-suspect, eligible Designs received up to the time of such action using the judging procedure outlined above. Sponsor, it its sole discretion, reserves the right to disqualify any Team it finds may be tampering with the process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated Designs. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. When used herein, the words "includes" and "including" and their syntactical variations shall be deemed followed by the words "without limitation."
- 12. **Disputes:** All issues and questions concerning construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Connecticut without giving effect to any choice of law or conflict of law rules (whether of the State of Connecticut or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Connecticut. Except where prohibited by law, each participant agrees that all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of Connecticut or the appropriate Connecticut State Court.
- 13. **Personal Information:** Information collected from participants is subject to Sponsor's Privacy Policy available at <u>http://www.cigna.com/privacy-statement</u>. Sponsor may be contacted by mail at Cigna Health and Life Insurance Company, Cigna Design Challenge, ATTN: David Vonesh, 900 Cottage Grove Road, Bloomfield, Connecticut 06002, or by email at <u>developer@cigna.com</u>.
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