

2022 Go365 National Step Challenge

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN.

A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

1. **ENROLLMENT, COMPETITION, AND UPLOAD PERIODS.** Enrollment in the 2022 Go365[®] National Step Challenge (the “Contest”) takes place between 12:01 a.m. ET on August 29, 2022, and 11:59 p.m. ET on September 27, 2022 (“Enrollment Period”). The Competition takes place between October 5, 2022, and November 2, 2022 (“Competition Period”). Participants have until 11:59 p.m. ET on November 8, 2022, to make sure their steps from the Competition Period have been uploaded (“Upload Period”).
2. **ELIGIBILITY.** The Contest is open to all Employer Groups having 2 or more eligible members (“Groups”) that are active Go365 groups at the time of the Contest and at the time the Prizes are awarded, with a Humana/Go365 effective date on or before July 1, 2022, and have their principal place of business in the United States. Groups with only a single employee are not eligible. Any Go365 subscriber, spouse, or dependent (18 or older) who enrolls in the Contest will be automatically assigned to the Employer Group’s team. To participate, Group members must have a Go365-compatible app or device to count steps, and the app or device must be connected to Go365. A list of compatible apps and devices may be viewed [here](#).

No members may join a team after the close of the Enrollment Period, and no members may be dropped from a team unless no longer employed with the Group. Once enrollment is complete, the departure of a team member will not affect the division in which the team participates, even if it results in a team size that would otherwise compete in a different division.

Employees of Humana Inc. or its subsidiaries or affiliates are not eligible to participate in the Contest (unless they are a spouse or eligible dependent of a subscriber on an eligible Employer Group plan). Medicare, Medicare Group, and Medicaid members are not eligible to participate in the Contest. One (1) team entry per Group.

3. **HOW TO ENTER.** Eligible Groups are entered automatically if at least two of their Group members enroll in the Contest during the Enrollment Period. (Individuals not qualifying for a team of two or more will still earn standard Go365 Points for participating but are not eligible to compete in the Contest.) Groups are entered to compete based on their team size: Small (2-10 team members), Medium (11-50 team members), Large (51-99 team members), and Jumbo (100+ team members). Participants can check their team’s size and division within the Go365 app or on Go365.com.

4. **SELECTION OF WINNERS.** Each team will compete against other teams based on the Group's team size. Teams compete based on team average daily step count during the Competition Period. Each participant's daily step count will be capped at 35,000 steps for Contest purposes.

There will be sixty (60) winning teams, as follows. The five (5) teams with the highest team average daily step counts in each team size division will be deemed first tier winners with placements first, second, third, fourth and fifth (20 winning teams total); the five (5) teams with the next highest team average daily step counts in each team size division will be deemed second tier winners with placements sixth through tenth (20 winning teams total); and the five teams with the next highest team average daily step counts in each size division will be deemed third tier winners with placements eleventh through fifteenth (20 winning teams total).

Tiebreaker. In the event of a tie for any place, the team with the highest percentage of eligible members enrolled in the Contest shall be deemed the winner. If there is still a tie, the procedure is as follows: if the tie is for the first highest total, then the two teams shall both be deemed to have the highest total, and the next highest total will be deemed the third highest, and so on; except that if the tie is for the fifth or tenth highest total, the prize awarded to such place and the prize awarded to the place next in order shall be added together and equally divided between such groups; i.e., if two tie for fifth place, the prize awarded to fifth place and the prize awarded to sixth place shall be added and divided one-half and one-half. If three tie for such a place, the prizes awarded shall be added and divided one-third, one-third and one-third, and so on. If there is a tie for fifteenth place, the prize shall be equally divided between the tied groups.

Winning teams will be notified by email or telephone shortly after the end of the Contest.

5. **PRIZES.** Prizes will be awarded to winning teams in the form of a donation in the name of the winning team's company to the nonprofit Feeding America, the nation's largest domestic hunger-relief organization. Prizes will be awarded to first, second, and third tier winners for each division.
- First Tier (first – fifth place): 30,000 meals will be donated in the name of each winning team's company (approximate retail value \$3,000 per winning team).
 - Second Tier (sixth – tenth place): 15,000 meals will be donated in the name of each winning team's company (approximate retail value \$1,500 per winning team).
 - Third Tier (eleventh – fifteenth place): 5,000 meals will be donated in the name of each winning team's company (approximate retail value \$500 per team).

Each winning team in the First Tier (first – fifth place) will also receive a teardrop award (approximate retail value \$45). Total retail value of recognition prizes is \$900 (higher if there is a tie and multiple teardrop awards are given).

Total retail value of all meal donation prizes is approximately \$100,000.00. Federal, state, and local taxes, if any, are solely the responsibility of the charitable organization receiving the donations.

6. ODDS. Odds of winning depend on the number of eligible teams and the quality of their participation. Sponsor cannot predict the number of eligible teams or quality of participation.
7. GENERAL CONDITIONS. No purchase necessary. Void where prohibited. Any entrant suspected of tampering with or disrupting any aspect of the Contest will be disqualified and their step count recalculated accordingly. By way of example only: If an entrant is dropped from their team while still employed by their Group, they will be disqualified but their steps will still be counted; the calculation of the disqualified entrant's total step count will include steps until the date of disqualification along with zero steps per day following disqualification. If an entrant is found to have artificially inflated their step count or that of any other participant, they will be disqualified and their step count for each day of the Competition Period will be zero. All decisions of Sponsor are final. By your participation in the Contest, you (i) agree to be bound by these Official Rules, and (ii) agree to release, indemnify, and hold Sponsor harmless from any and all claims, liabilities, losses, and damages of any kind arising in whole or in part, directly or indirectly, from your participation in the Contest, or from your acceptance, possession, use, or misuse of any Prize.
8. LIMITATION OF LIABILITY. **SPONSOR MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT WITH RESPECT TO THE PRIZES. SOME JURISDICTIONS MAY NOT PERMIT LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES. CHECK YOUR LOCAL LAWS TO DETERMINE IF ANY OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.** Sponsor is not responsible for late, lost, misdirected, or unintelligible entries, including entries not received because of interrupted or unavailable network servers, failed communications networks or equipment, computer hardware or software, or other errors or malfunctions whether human, mechanical, or electronic. Should Sponsor, in its sole discretion, determine that the Contest has been compromised by virus, bugs, hackers, or other causes beyond its control, Sponsor reserves the right to terminate or revise the Contest and choose the Winners in a fair and reasonable manner from among all eligible entries submitted prior to termination or revision.
9. GOVERNING LAW. All disputes concerning the construction, interpretation, validity, effect, and enforceability of these Official Rules will be governed by the laws of the Commonwealth of Kentucky without regard to conflicts of laws provisions. Entrant

(i) agrees that exclusive jurisdiction over any legal action arising out of or in connection with the Contest will be in state or federal courts located in or nearest to Jefferson County, Kentucky, and by entering consents to such jurisdiction and venue; (ii) consents to resolve any such claims individually and without resort to class action; and (iii) agrees that all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorney's fees or punitive, incidental, consequential, or any damages other than actual out-of-pocket expenses.

10. **PRIVACY.** With the exception of each Winning Group's employer name, city, and state, information collected by Sponsor solely in connection with the Contest will not be shared with third parties. However, Employers will have access to the names of enrollees from their group, and participants' names and team name will be visible to others in their division on the challenge leaderboard.
11. **WINNERS LIST.** For the name, city, and state of Winning Groups, write to Sponsor at the below address no later than January 31, 2023.
12. **SPONSOR.** The Sponsor of the Contest is Go365, LLC, 500 West Main Street, Louisville, Kentucky 40202.