

GUIDEWELL



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HEALTH INNOVATION COLLABORATIVE

Terms and Conditions

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OFFICIAL RULES

The following are the Official Rules (the “**Rules**”) governing the COVID-19 Health Innovation Collaborative (the “**Collaborative**”) sponsored by GuideWell Mutual Holding Corporation (the “**Sponsor**”).

SUBMISSION OF AN ENTRY (AS DEFINED BELOW) IN THE COLLABORATIVE CONSTITUTES FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE RULES.

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR TO BE AWARDED FUNDS.

ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS APPLY. THE COLLABORATIVE IS VOID WHERE OTHERWISE PROHIBITED BY LAW.

1. **ADMINISTRATOR:** The administrator of the Collaborative is GuideWell Innovation, LLC located at 6555 Sanger Road, Orlando, FL 32827 (the “**Administrator**”).

2. **ELIGIBILITY:** The Collaborative is open only to business entities formed and maintaining a principal place of business in the United States (each entity is referred to as an “**Entrant**” in these Rules). Affiliated Persons (as defined below) are ineligible to participate in the Collaborative.

The Entrant warrants that the appropriate officers, executives, managers, or other persons who have the authority to approve Entrant’s Entry into this Collaborative have approved the Entrant’s Entry and the Entrant understands that these terms will be binding on the Entrant. Furthermore, the Entrant understands that if the Entrant enters without obtaining the appropriate approval, the Sponsor may, in its sole discretion, disqualify the Entrant’s Entry. Finally, if an Entrant is selected to receive an Award, an officer or person entitled to bind the Entrant will be required to validate that the Entrant is entitled to receive the Award on the behalf of the Entrant and the officer or person entitled to bind the Entrant must provide the appropriate information and contract authorization for payment of the Award.

Entrants who are determined at any time to have violated the eligibility criteria will be disqualified from the Collaborative.

As used herein, the term “**Affiliated Persons**” means (a) the trustees, directors, officers, shareholders, members, employees, clients (with respect to the Administrator only), contractors, agents, representatives and affiliates of the Sponsor, the Administrator and any entity associated with the funding, administration, or processing of the Collaborative and (b) the members of the Immediate Family (as defined below) of any of the persons identified in the foregoing clause (a). The term “Immediate Family” includes a person’s spouse/domestic partner and the parents, siblings, children and grandchildren of the person and his or her spouse/domestic partner.

3. **COLLABORATIVE DESCRIPTION:** In accordance with the technical specifications posted on the Collaborative Website (as defined below), the Collaborative seeks to identify, validate and connect disparate point solutions offered by individual Entrants into cohorts of Entrants that, together, have the potential to deliver a comprehensive portfolio-driven approach to leverage our nation’s robust innovation economy towards reducing the COVID-19 impact.

Entry into the Collaborative does not constitute entry into any other challenge, collaborative, program or promotion that may be offered by the Sponsor or the Administrator.

4. **AWARDS:** The following Awards are available within this Collaborative (each, an “**Award**”):

- Cohorts of Entrants in each one of the 5 focus areas selected by Sponsor will be awarded \$25,000 in non-dilutive funding. The \$25,000 in funds will be shared by all the Entrants in a single Cohort for the purpose of conducting validation activities as per the Collaborative Program Guide. These funds will be distributed after all Entrants selected for a Cohort have authorized required contracts to participate in the Collaborative.

It is anticipated that Awards will be distributed within 45 days after all Entrants within a single Cohort have executed all required contracts and releases associated with participating in this Collaborative.

Awarded Entrants may be required to execute an Affidavit of Eligibility, a Liability Release, and a Publicity Release (collectively, the “**Award Claim Documents**”) as a condition to receiving an Award. If a selected Entrant fails or refuses to sign and return all Award Claim Documents within five days of the Sponsor’s request (or a shorter time as exigencies may require), the Entrant may be disqualified, and an alternate Entrant may be selected. No more than the advertised number of Awards will be awarded. Awards will be delivered only to an address in the United States. THE AWARDED ENTRANT IS RESPONSIBLE FOR REPORTING AND PAYING ANY INCOME TAXES OR OTHER TAXES THAT MAY APPLY TO ACCEPTING AN AWARD; THE SPONSOR AND THE ADMINISTRATOR ARE NOT RESPONSIBLE FOR AND WILL NOT PAY ANY SUCH TAXES.

5. **HOW TO ENTER:** The application phase of Collaborative will begin at 12:01 a.m. Eastern Standard Time on April 6, 2020 and ends at 11:59 p.m. Eastern Standard Time on May 8, 2020 (the “**Entry Period**”).

Eligible entities interested in entering the Collaborative may submit an Entry during the Entry Period through the Collaborative website located at <https://guidewellinnovation.com/covid-19-collaborative/> (the “**Collaborative Website**”). The Sponsor reserves the right, in addition to those other rights reserved herein, to modify any dates or deadlines set forth in these Rules or otherwise governing the Collaborative.

Entries must be received during the Entry Period. The Sponsor is not responsible for entries that are late, lost, stolen, misdirected or non-deliverable due to any reason whatsoever, including, and without limitation, online communication malfunction or failure, computer or computer program malfunction or failure or human error that may occur in the processing of entries to this Collaborative. In the event of a dispute about the identity of any Entrant, an online registration will be declared as if made by the authorized account holder of the e-mail address submitted at time of entry.

Unlawful, plagiarized, third-party intellectual property infringing, unintelligible, illegible, obscene, indecent or incomplete entries will be disqualified in the Sponsor's sole discretion. The Sponsor reserves the right to scrutinize all new Entries for these requirements at any time during or after the Collaborative.

The Sponsor reserves the right in their sole discretion to disqualify any Entrant who is found to be tampering with the entry process or the operation of the Collaborative or the Collaborative Website or

other Collaborative-related websites, to be acting in violation of these Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Collaborative, or to annoy, abuse, threaten, or harass any other person or entity.

Except as otherwise stated in these Rules, personal information collected in connection with the Collaborative will be used by Sponsor in accordance with Sponsor's privacy policy, located at <http://www.guidewell.com/privacy-policy>, and with any additional consent given by an entrant at the time of entry. Subject to Section 8 below, all Entries become the property of Sponsor and will not be acknowledged or returned.

6. REPRESENTATIONS AND WARRANTIES: By participating in the Collaborative, each Entrant represents, warrants, and agrees that: (a) Entrant is the sole author, creator, and owner of the Entry; (b) the Entry is not the subject of any actual or threatened litigation or claim; (c) the Entry does not and will not violate or infringe upon the intellectual property rights, privacy rights, publicity rights, or other legal rights of any third party; (d) the Entry does not and will not contain any harmful computer code (sometimes referred to as "malware," "viruses" or "worms"); and (e) the Entry, and Entrant's use of the Entry, does not and will not violate any applicable laws or regulations, including, without limitation, applicable export control laws and regulations of the United States and other jurisdictions. If the Entry includes any third-party works (such as third-party content or open source code), the Entrant must provide the Sponsor with all appropriate licenses and releases for such third-party works. In the event the Entrant cannot provide all such required licenses and releases, the Sponsor reserves the right, in Sponsor's sole discretion, to disqualify the applicable Entry, or seek to secure the licenses and releases for the Sponsor's benefit and allow the applicable Entry to remain in the Collaborative.

7. INDEMNIFICATION: Each Entrant, by submitting an Entry, agrees to indemnify, defend, and hold harmless the Sponsor, and each of their respective directors, trustees, officers, employees, agents, consultants, and successors and assigns, from and against all third party claims, actions, or proceedings of any kind and from any and all damages, liabilities, costs, and expenses relating to or arising from Entrant's Entry or any breach or alleged breach of any of the representations, warranties, and covenants of Entrant hereunder.

8. LICENSE: EACH ENTRANT RETAINS FULL TITLE AND OWNERSHIP IN AND TO THEIR ENTRY. By participating in the Collaborative, each Entrant hereby irrevocably grants to the Sponsor a non-exclusive, royalty free, sub-licensable, worldwide, license and right to use the Entry to the extent necessary to administer the Collaborative, and to publicly perform and publicly display the Entry, including, without limitation, for advertising and promotional purposes relating to the Collaborative. The Entrants selected as winners of the Collaborative, as a condition to accepting their respective Awards, hereby grant the Sponsor a non-exclusive, perpetual, royalty free, sub-licensable, worldwide, license and right to post on the Sponsor's website (a) such Entrants' Entries and/or any related supplemental entry materials (via web link, iframe, or other presentation modality) and/or (b) a web link to a third party website or app store at which the Entrant's application can be downloaded. Each such Entrant also agrees that it will execute all such documents and take all such actions necessary to complete or evidence these license rights.

9. PUBLICITY RELEASE: By participating in the Collaborative, in addition to any other rights granted herein or which may be granted in any other agreement entered into between the Sponsor and/or the Administrator, on the one hand, and any Entrant, on the other hand, each Entrant, to the extent allowed by applicable law, hereby irrevocably (a) grants to the Sponsor the right to use such Entrant's name,

likeness, image, and biographical information in any and all media for any purpose, including, without limitation, advertising and promotional purposes relating to the Collaborative and (b) releases Sponsor from any liability with respect thereto.

10. AWARDEE SELECTION/JUDGING CRITERIA: A panel of judges chosen by the Sponsor (collectively, the “Judges”) will select Entries to participate in a Collaborative cohort from all eligible entries based on the judging criteria. The judging criteria for the Collaborative will be as follows:

- **MARKET SCALABILITY:** Potential to have deep impact across diverse communities and populations during pandemic scenarios
- **FEASIBILITY OF THE APPROACH:** Can the solution quickly create a positive, measurable impact with the Collaborative category’s customer demographic(s) during pandemic scenarios
- **APPLICABILITY:** Does the approach directly address key challenges faced by customers or populations with critical needs during pandemic scenarios
- **COMPETITIVE DIFFERENTIATION:** Does the solution or approach have a strong unique value proposition?
- **TEAM QUALIFICATIONS:** Is the leadership of the team qualified to deploy the solution at scale
- **COHORT FIT:** Does the Entry’s approach align with other Entries in a manner that, together, has the potential to address a comprehensive gap in managing pandemic scenarios

The entries will be ranked by the total scores received. In the event of a tie, all tied applications will be moved forward into the qualitative round of judging. The top 10 percent of applicants from the quantitative scoring round will be qualitatively reviewed by a judging committee, which will consist of a panel of experts and senior leaders from GuideWell.

The judging committee will select up to five finalists in each Collaborative category to form a single cohort for the respective category. The cohort as a whole will receive \$25,000, to be shared in equal amounts, and move on to the validation stage of the Collaborative. All decisions by the judging committee are final and binding on all entries.

The judging criteria are to be applied in the sole discretion of the Judges. By participating in the Collaborative, each Entrant into the Collaborative acknowledges and agrees to: (a) demonstrate the functionality of its application in a live format and/or allow the Judges or Sponsor to physically test the functionality of the application, in each instance if requested by the Judges or Sponsor, and (b) be bound by and not challenge the final decision of the Judges.

11. NOTICE TO AWARDEES: Attempts to notify potential Awardees will be made using the contact information provided on the Entrant’s Official Entry Form. The Sponsor and the Administrator are not responsible for e-mail or other communication problems of any kind. If, despite reasonable efforts, a potential Awardee does not respond within five days of the first notification attempt (or a shorter time as exigencies may require), or if the Award notification is returned as unclaimed or undeliverable to such potential Awardee, such potential Awardee will forfeit the Award and an alternate Awardee may be selected. If any potential Awardee is found to be ineligible, or the Entrant in question has not complied

with these Rules or declines the applicable Award for any reason prior to award, such potential Awardee will be disqualified, and an alternate Awardee may be selected.

12. GENERAL LIABILITY RELEASE: Each Entrant agrees that the Sponsor (a) shall not be responsible or liable for any losses, damages, or injuries of any kind (including death) resulting from participation in the Collaborative or any Collaborative-related activity, or from Entrants' acceptance, receipt, possession, use, or misuse of any Awards, and (b) have not made any warranty, representation, or guarantee, express or implied, in fact or in law, with respect to any Award, including, without limitation, regarding such Award's merchantability or fitness for a particular purpose. The Sponsor assumes no responsibility for any damage to an Entrant's computer system which is occasioned by accessing the Collaborative Website or other Collaborative-related websites or participating in the Collaborative, or for any computer system, phone line, hardware, software, or program malfunctions, or other errors, failures, delayed computer transmissions, or network connections that are human or technical in nature.

13. FORCE MAJEURE: In the event an insufficient number of eligible entries is received or the Sponsor is prevented from funding Awards or continuing with the Collaborative as contemplated herein by any event beyond its control, including, without limitation, fire, flood, natural or man-made epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within the Sponsor's control ("**Force Majeure**"), the Sponsor shall have the right to modify, suspend, or terminate the Collaborative.

14. MODIFICATION OF THE RULES: These Rules cannot be modified or amended in any way except in writing by Sponsor. The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

15. GOVERNING LAW/JURISDICTION: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION, AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS, SPONSOR AND/OR ADMINISTRATOR IN CONNECTION WITH THE COLLABORATIVE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAWS RULES OR PROVISIONS. ANY LEGAL CLAIMS ARISING FROM OR RELATING TO THE COLLABORATIVE OR THESE OFFICIAL RULES MUST BE BROUGHT IN THE FEDERAL OR STATE COURTS LOCATED IN DUVAL COUNTY, FLORIDA AND EACH ENTRANT HEREBY CONSENTS AND WAIVES ANY OBJECTION TO THE JURISDICTION OF SUCH COURTS FOR SUCH DISPUTES.

16. AWARDEE LIST: The names of the Awardees and their assigned cohorts will be posted at www.GuideWellInnovation.com for such period of time as the Sponsor deems reasonable.