

## OFFICIAL RULES

**No purchase necessary. A payment or purchase of any kind will not increase your odds of winning.**

### SPONSOR

UnitedHealthcare, located at 9800 Health Care Lane, Minnetonka, MN 55343. ("Sponsor").

### SWEEPSTAKES AND PROMOTION DESCRIPTION

The UnitedHealthcare U.S. Bank Real Appeal Sweepstakes (the "Sweepstakes") has a promotion period that is announced on or about June 1, 2023, at 12:01 a.m. Eastern Time ("ET") and ends on July 31, 2023, at 11:59 p.m. ET (the "Promotion Period"). Entry in the Sweepstakes does not constitute entry into any other promotion, contest, or sweepstakes. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects.

### ELIGIBILITY

The Sweepstakes is open only to U.S. Bank employees and their covered spouses under a UnitedHealthcare plan. Void where prohibited or restricted by law.

### SWEEPSTAKES ENTRY

To enter, simply sign up for Real Appeal® and completed one session between January 1, 2023, and July 31, 2023. For entry into the Sweepstakes without completing the action above, mail a 3" x 5" card containing your complete name, address, phone number and date of birth in an envelope to: UnitedHealthcare *U.S. Bank Real Appeal Sweepstakes*, 9800 Health Care Ln, Minnetonka, MN 55343. Mail-in entries must be postmarked by July 31, 2023, and received by August 15, 2023. All entries are the property of Sponsor and will not be returned. **Limit one (1) entry per person.**

The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. In the event a dispute regarding the identity of the person who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. The Promotion Entities shall not be responsible for incorrect or inaccurate entry information or by any technical or human error which may occur in the processing of the entries in the Sweepstakes.

### WINNER SELECTION

A random drawing will be conducted from among all eligible entries received by the end of the Promotion Period. The potential prize winners will be notified through mail. Sponsor has no liability for any winner notification that is lost, intercepted, or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within ten (10) days of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. Sponsor, in its sole discretion, will attempt to contact potential winner of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. If any potential prize winner is found to be ineligible, or if he or she has not

complied with these Official Rules or declines the prize for any reason prior to award, such potential prize winner will be disqualified and an alternate prize winner may be selected. **The odds of winning depend on the number of eligible entries received.**

## **PRIZES**

Ten prizes are available. The prize is an Amazon gift card with an approximate retail value of \$100. The prize is awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, expressed or implied, except as may be provided by the manufacturer. Sweepstakes' entrants are only eligible to win one of the ten prizes. A prize is not redeemable for cash, nor is a substitution for the prize allowed.

Prize winner is solely responsible for all federal, state and/or local taxes, and the reporting consequences of those taxes and for any other fees or costs associated with the prize. The potential prize winner may be required to execute an affidavit of eligibility, and a release of liability from any claims for damages, losses, or injury against the Promotion Entities. If winner fails or refuses to sign and return an affidavit of eligibility and a release of liability within ten (10) days of prize notification (or a shorter time if required by an urgent situation as determined by Sponsor) winner may be disqualified and an alternate winner may be selected. Except where prohibited, participation in the Sweepstakes and acceptance of a prize constitutes prize winner's consent to Sponsor's and its agents' use of prize winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in media worldwide, without further compensation or consideration.

## **GENERAL CONDITIONS**

Sponsor reserves the right to cancel, suspend, and/or modify the Sweepstakes if fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these official rules or in a disruptive manner. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

## **RELEASE AND LIMITATION OF LIABILITY**

By participating in the Sweepstakes, entrants agree to release and hold harmless Sponsor and the Promotion Entities, from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) errors in the administration of the Sweepstakes or the processing of entries; or (e) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt of any prize. Entrant further agrees that in any cause of action, Sponsor's liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall Sponsor be liable for attorneys' fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to punitive, consequential, direct, or indirect damages.

## **CONSTRUCTION**

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

**GOVERNING LAW/JURISDICTION**

Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved under the laws of the State of Minnesota, United States, without respect to any conflict of law issues, and entrant agrees that such shall be resolved individually, without resort to any form of class action, and exclusively by a court of competent jurisdiction in the State of Minnesota.