

HEALTHIEST EMPLOYERS OFFICIAL RULES

The Healthiest Employers program (the "Award Program") is conducted by Healthiest Employer, LLC, an Indiana limited liability company (the "Company") in association with the American City Business Journals, Inc (the "Associates").

1. Eligibility

Employers interested in participating in the Award Program must meet certain minimum qualifications. Specifically, in order to be considered for the Award Program, an employer must meet the following on the date of application:

1. Be a for profit entity, a non-profit entity or a government entity.
2. Employ at least five (5) full-time employees.
3. Complete the entire online assessment within the specified time frame for your area.
4. Must have an office with employees working in the "award area".

2. Requirements for Entry

Employers can be considered for the Award Program by completing the Healthiest Employers application located at www.HealthiestEmployers.com. Only individuals over 18 years old and authorized to act on behalf of the employer may submit an application form. All application information and biographical information contained in the application form must be accurate, and the Associates reserve the right to verify all of the information in the application form. Application forms with unverifiable or incomplete information may be disqualified. Find your market's deadline for completing the online application by clicking on your market/program name located at www.HealthiestEmployers.com/awards/apply-for-award.

3. Award Area

The "award area" can be defined as the city, state or region in which the award is being made available. For instance:

- "Healthiest Employers of Indiana" – State wide eligibility
- "Greater Louisville's Healthiest Employers" – Metro Louisville eligibility including Indiana companies
- "Atlanta's Healthiest Employers" – Metro Atlanta eligibility

4. Non-Domiciled / Domiciled Employers

Employers whose home office is not domiciled within the "awards area" but maintain a workforce within the "awards area" may still apply; however, when applying you will apply under the category of your total workforce not the category applicable for the population of employees in the "awards area".

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Example One:

Nothings Free, Inc is registered in the state of Maine and licensed to do business nationally. They have 245,000 employees across the United States. They would like to apply for the Healthiest Employers of Atlanta Award and have 300 employees located in the greater Atlanta area. They would be eligible to apply for the award and would apply in the largest category, not in the category for a 300 employee company.

Example Two:

Flashbang Holdings Inc. has 800 employees in nine states with and is headquartered in Topeka, Kansas. At their headquarters in Topeka, FHI has 90 employees on staff. FHI would like to apply for The Healthiest Employers of Tampa Award. The Tampa location only has 150 employees. Although the Tampa location only employees 150 FHI would still need to apply as an 800 person organization.

5. Use of Information

All information provided in the application form shall remain confidential, except as follows:

- Some of the information on the application form may be used for research, educational or other purposes; however, the identity of the employer and the personal identity of the person completing the application on behalf of the employer will not be disclosed to any person other than the Company and the Associates.
- With respect to each employer which is selected as an award recipient, the Company and the Associates may use the employer's name, contact information and number of employees to promote the attributes of the employer and of the Award Program, including, but not limited to, the publication of a book profiling the award recipients, or for promotion and/or advertising purposes in any manner and in any medium (including without limitation, radio broadcasts, newspapers and other publications and in television or film releases, slides, videotape, or distribution over the internet) which the Associates may deem appropriate.

By submitting the application form, the employer acknowledges and consents to all of the above-listed uses.

6. Use of Photographs and Recordings

The Company and the Associates may use photographs, video recordings or audio recordings of the award recipients or their employees, in any medium and whether submitted by the award recipients or taken on behalf of the Associates, to promote the attributes of the award recipients and the Award Program, including, but not limited to, the publication of a book profiling the award recipients.

7. Award Recipients

Selected employers will be notified of their selection as one of the Healthiest Employers during the awards banquet. For additional information on the awards events, please see www.HealthiestEmployers.com.

8. Limitations

If, for any reason, the Award Program is not capable of operating as planned, including infection by computer virus, software or website problems or failure, tampering, unauthorized intervention, technical

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failures, or any other cause beyond the reasonable control of the Company, that corrupt or affect the administration, security, fairness, integrity or proper conduct of this Award Program, the Company reserves the right at their sole discretion to cancel, terminate, modify or suspend the Award Program. The Company reserves the right to extend the Application Deadline and the date of determination and notification of the winners for an extension period up to sixty (60) days.

Neither the Company nor the Associates are responsible for any problems or technical malfunctions of any telephone network or lines, computer on-line systems, servers, computer equipment, software, or for the failure of any e-mail or entry to be received by the Company on account of technical problems or traffic congestion on the internet or at any website, or any combination thereof, including any injury or damage to an entrant's or any other person's computer related to or resulting from participation or downloading any materials in connection with the Award Program.

IN NO EVENT WILL THE COMPANY OR THE ASSOCIATES BE LIABLE FOR ANY LOST PROFITS OR ANY DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER TYPE OF DAMAGES, ARISING OUT OF PARTICIPATION IN THIS AWARD PROGRAM, EVEN IF THE COMPANY AND/OR THE ASSOCIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Disputes; Governing Law

Each entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or in connection with the Award Program shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a Federal or state court within Marion County, Indiana; and (2) under no circumstances will entrant be permitted to obtain, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages or any other damages. All issues and questions concerning the construction, validity, interpretation and enforceability of these rules, or the rights and obligations of entrant and the Company in connection with the Award Program, shall be governed by, and construed in accordance with the laws of the State of Indiana, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Indiana or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of Indiana.