



**PASSPORT BY MOLINA HEALTHCARE
A1C PARTICIPATING PROVIDER SWEEPSTAKES
OFFICIAL RULES**

1. **INITIATIVE OF THE SWEEPSTAKES.** To improve the HbA1c good control and manage diabetes by increasing the number of participating providers of Passport by Molina Healthcare (“Passport”) that achieve NCQA 50th percentile for HEDIS measure Hemoglobin A1c Control for Patients With Diabetes (HBD) - HbA1c Control (<8.0%) for the measurement year 2023. Diabetes retinopathy is the number one cause of blindness among working age adults. Even though 95% of vision loss cases are preventable with early detection and treatment, only about half of patients with diabetes visit the eye specialist for annual retinal exams. By offering as the Prize a RetinaVue camera, Passport primary care providers will be able to offer more comprehensive care to their members.

2. **OFFICIAL RULES.** All Eligible Entrants accept and agree to these Official Rules and the decisions of the Sponsor, which shall be final in all matters. By participating in this Sweepstakes, Entrants each agree to be fully and unconditionally bound by the terms and conditions of these Official Rules and represent and warrant that they meet the eligibility requirements, are in compliance with the entry requirements in all regards and agree to accept the decisions of Sponsor in its sole discretion as final and binding as it pertains to this Sweepstakes. **IF YOU CANNOT AGREE, YOU ARE NOT ELIGIBLE TO ENTER THE SWEEPSTAKES AND/OR TO WIN A PRIZE.**

3. **SPONSOR OF “SWEEPSTAKES”:** Molina Healthcare of Kentucky, Inc. 5100 Commerce Crossings Drive, Louisville, KY 40229 (“Sponsor”).

4. **NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

5. **HOW TO ENTER:** Beginning on [1/1/2023] at [12:00 AM EST] through [12/31/2023] at [12:00 AM EST], in order to increase the number of Molina members with A1C results reflecting good control such that participating primary care providers who achieve the NCQA 50th percentile benchmark for A1c <8 for their members, will be notified by Passport that they are qualified to be entered into the Sweepstakes and become an Eligible Entrant, as limited below. Providers must respond to the notification by 12/31/2023. Passport will monitor and analyze the A1C<8 measure closure rates on a monthly basis to determine which providers are qualified to be Eligible Entrants. Eligible Entrants is limited to Passport participating primary care providers who are physician groups not employed by a hospital, with a location in

Kentucky, that serve diabetic Passport members. Individual IPA groups may be Eligible Entrants. Physician groups with less than 5 diabetic Passport members or who won a RetinaVue camera based on the measurement year 2022 results are not Eligible Entrants. Any Passport participating primary care provider who has an immediate family member or persons living in the same household as a Molina Healthcare employee are also not Eligible Entrants. Alternatively, Passport participating providers can enter the Sweepstakes by sending an entry in writing to Passport at phpdiabetessweepstakes@molinahealthcare.com] with the participating provider's identifying information and a contact person for the provider. Collectively, Eligible Entrants and alternative entries submitted via email shall be "Eligible Entries".

6. PRIZE: Five (5) handheld RetinaVue cameras, each with an estimated Prize value of \$11,450, which will enable a provider to obtain high quality retinal images in the primary care setting. Offering diabetic retinal exams during routine primary care office visits is a convenient and affordable way to ensure patients with diabetes get an annual retinal exam. Winner will be responsible for any ongoing or maintenance fees associated with using the Prize. RetinaVue Network Software Plan is \$188 per month (\$2256 per year). The Prize includes 12 months pre-paid RetinaVue Network Software Plan. Thereafter each winner is responsible for any and all ongoing software plan expenses. Sponsor reserves the right to substitute a prize of equal or greater value in its sole discretion. If a potential winner is disqualified for any reason or declines the Prize, Sponsor will award the applicable Prize to an alternate winner by random drawing from among all remaining Eligible Entries. No cash or other prize substitution shall be permitted, except at Sponsor's sole discretion. Lost or damaged Prizes will not be replaced. Prize is nontransferable. Receipt by any Eligible Entrant of a Prize offered in this Sweepstakes is conditioned upon compliance with any and all federal, state, and local laws and regulations, and all of the requirements set forth in these Official Rules. All federal, state and local taxes resulting from acceptance of Prize are the sole responsibility of the Winner. Acceptance of a Prize constitutes permission for Sponsor to use the participating provider's business name and/or individual provider's names, likeness, and biographical information for marketing purposes without further compensation or right of approval, unless prohibited by law. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNING ENTRANT AT SPONSOR'S SOLE DISCRETION WILL RESULT IN WINNER'S DISQUALIFICATION AS A POTENTIAL WINNING ENTRANT.

7. DRAWING: A random drawing will be conducted on or about 5/31/2024 by Sponsor to select the five (5) "Winners" from among all Eligible Entries. Potential winners will be notified directly by mail and/or email and must confirm receipt in writing within 7 days of the date notice is sent or such other date set by Sponsor. Failure to respond within the applicable period will result in forfeiture of Prize and Sponsor shall have the option to award the Prize to an alternate winner in its sole discretion. The failure to confirm receipt of the Prize notification and agreement to these Official Rules or any return of the Prize as undeliverable or unaccepted may result in disqualification and an alternate winner will be selected from all remaining Eligible Entries.

8. ODDS OF WINNING: Odds of winning depend on the number of Eligible Entries entered into the Drawing.

9. **LIMITATION OF LIABILITY:** By participating in this Sweepstakes, participating providers waive all right to, and hold the Sponsor harmless from, any claim, liability, loss, damage (including punitive, incidental, and consequential damages), or expense (including attorneys' fees) arising out of or in connection with participation in this Sweepstakes or the acceptance, use, or misuse of any Prize and/or the administration of A1C tests. Sponsor will not be responsible for: late, incomplete, or incorrect entries; an entrant's failure to receive prize notices due to entrant's spam, junk e-mail, or other security settings or as a result of entrants' provision of incorrect or otherwise non-functioning contact information; technical, hardware, or software malfunctions, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or used in this Sweepstakes; by any human error which may occur in the processing of the entries in this Sweepstakes; or any typographical, technological, or other error in the publishing of the offer, administration of the Sweepstakes, or announcement of the Prize. If, in the Sponsor's sole discretion, there is such an error, or there is any suspected evidence of tampering with any portion of the Sweepstakes, or if technical difficulties (including viruses and bugs) compromise the integrity of the Sweepstakes, Sponsor in its sole discretion reserves the right to cancel or modify this Sweepstakes in a manner deemed appropriate by the Sponsor.

10. **CHOICE OF LAW AND FORUM:** Entrant agrees that all matters arising out of or relating to this Sweepstakes and these Official Rules are governed by, and construed in accordance with, the laws of Delaware, without giving effect to any of its conflict of law provisions thereof. Entrant further agrees that any legal suit, action, or proceeding arising out of or relating to this Sweepstakes and these Official Rules shall be brought exclusively in the applicable federal or state courts located in Wilmington, Delaware on an individual basis and not on behalf of a class.

11. **PRIVACY:** Information submitted with an entry is subject to the Sponsor's Privacy Policy stated on https://www.molinahealthcare.com/members/common/en-US/terms_privacy.aspx. To read the Privacy Policy, *click here*.

12. **WINNER LIST:** For the names of the Prize Winner, available after 5/31/2024, send an email to: phpdiabetessweepstakes@molinahealthcare.com