

IBM 2017 Health Rewards Quarterly Contest

TERMS AND CONDITIONS

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED. ENTRY IN THIS CONTEST CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS.

The IBM 2017 Health Rewards Quarterly Contest (the "Contest") is designed to encourage eligible employees to explore and participate in programs to support their health and wellbeing available on CafeWell as a part of the 2017 Health Benefits and Health Promotion incentive program. Contests will take place quarterly based on program completions and prizes, 12,000 BluePoints, will be awarded to 10 winners each quarter in accordance with these Official Rules (the "Rules").

- 1. Binding Agreement.** In order to enter the 2017 Health Rewards Contest, you must agree to the rules. Therefore, please read these Rules prior to entry to ensure you understand and agree. You agree that submission of an entry in the Contest constitutes agreement to these Rules. You will not earn an entry to the Contest and are not eligible to receive the prize described in these Rules unless you agree to these Rules. These Rules are a binding legal agreement between you and IBM with respect to the Contest.
- 2. Eligibility.** Participation open only to Eligible Employees (defined below), who are legal residents of the country in which they reside and are at least 18 years of age and the age of majority in their country, state, province, and/or city of residence. "Eligible Employees" are defined as current full-time employees of Sponsor who are eligible for active health benefits, including IBM Long Term Supplementals, Pre- and Post-Assimilation, and Retiree Supplementals. For sake of clarity, the definition of Eligible Employee does not include temporary employees, freelancers and/or independent contractors, who are not eligible for the Contest. Any Eligible Employees who leave Sponsor's employ or terminate their relationship at any time prior to awarding of prize (if applicable) for any reason are no longer eligible and forfeit any prizes and all Contest rights and eligibility. Verification of employment will be reviewed by the Sponsor, and any decision related to eligibility will be at its sole discretion. This Contest is governed exclusively by the laws of the United States. All federal, state, and local laws and regulations apply. Void where prohibited, taxed or restricted by law.
- 3. Sponsor.** The Contest is sponsored by IBM Corporation, 1 New Orchard Road, Armonk, New York 10504, United States ("IBM" or "Sponsor").
- 4. Contest Entry Period.** The Contest begins on January 2, 2017, 12pm Eastern Time (ET) Zone in the United States and ends on December 1, 2017 at 11:59pm Eastern Time (ET) Zone (the "Contest Entry Period"). The selection of 10 quarterly winners will occur 30 days after the end of each quarter in 2017. Fourth quarter programs must be completed by December 1, 2017 at 11:59 pm ET for inclusion in the final Contest. All dates are subject to change.
- 5. How to Enter. NO PURCHASE NECESSARY TO ENTER OR WIN.** To enter the IBM 2017 Health Rewards Contest read the Terms and Conditions, and follow the instructions that appear in the [2017 Health Rewards Quarterly Contest instructions page](#). To be entered into the quarterly Contest, eligible employees must complete the IBM Rewards program requirements specific to each program available on CafeWell. Each new program completed on or before the final day of each quarter in 2017 will equal an entry into the quarterly Contest for 12,000 BluePoints. The Contest is intended to provide eligible employees with the opportunity to engage in wellbeing programs developed to support employee health and wellbeing.

6. LIMIT ONE (1) ENTRY PER NEW PROGRAM COMPLETED PER QUARTER. Subsequent entries for the same program completed in another quarter will be disqualified. Only fully completed programs based on program requirements are eligible. The 2017 fourth quarter Contest will include an entry for all programs completed based on the program requirements since January 2,2017.

7. Notification. Potential winners will be notified by email within approximately four weeks after the end of each quarter. If any potential winner cannot be contacted within ten (10) calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, if any potential winner rejects his/her prize or in the event of noncompliance with these Contest rules and requirements, such prize will be forfeited and may be awarded to an alternate (time permitting). Upon prize forfeiture, no compensation will be given.

8. Conditions. Participation in Contest and/or acceptance of prize constitutes each winner's permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information, and/or any statements made by each winner regarding the Contest or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. To the maximum extent permitted by law, by participating, entrants and winners agree to release and hold harmless Sponsor, and its advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, legal advisors, representatives, agents, successors, assigns, employees, officers and directors (collectively, "Released Entities"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Contest, or possession, acceptance and/or use or misuse of prize or participation in any Contest-related activity and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action. Some jurisdictions do not allow (i) the exclusion of implied warranties on applicable statutory rights; (ii) limitations on a contracting party's liability with regards to damages or death caused due to its negligence or intentional misconduct, so the above exclusions and limitations may not apply in some cases. Entrants who do not comply with these Terms and Conditions, or attempt to interfere with this Contest in any way shall be disqualified. Sponsor is not responsible if Contest cannot take place or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Contest should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In such case, Sponsor may select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor.

9. Additional Terms. Any attempted form of entry other than as set forth above is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. To the maximum extent permitted by law, Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Contest, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Contest or downloading any materials in this Contest. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Contest or web site. Sponsor may prohibit an entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking,

deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW

In the event of a dispute as to any entry, the authorized account holder of the email address used to enter will be deemed to be the entrant and must comply with these Terms and Conditions. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each entrant may be required to show proof of being an authorized account holder.

10. Limitation of Liability; Disclaimer of Warranties. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE AND/OR ENTRY IN THE CONTEST, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE CONTEST. WITHOUT LIMITING THE FOREGOING, THIS CONTEST AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

11. Governing Law. This Agreement shall be governed by the laws of the State of New York, without regard to conflicts or choice of law rules or principles. You submit to the exclusive jurisdiction and venue of the federal or state courts of New York, County of Westchester, to resolve all issues that may arise out of or relate to this Agreement.

12. Use of Data. Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at http://w3-01.ibm.com/hr/web/empdata/privacy_guide.html. By participating in the Contest, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

13. List of Winners. To obtain a complete list of winners please visit CafeWell after April 30th.

14. Miscellaneous. In the event of any conflict between the English version of these Terms and Conditions and any translation, the English version shall prevail. The invalidity or unenforceability of any provision herein shall not affect in any way the validity and enforceability of any other provision in these Terms and Conditions. If any provision of these Terms and Conditions are or become partially void, or are held to be invalid or unenforceable in any respect, the parties will continue to be bound by the remainder the Terms and

Conditions, which shall be enforced to the full extent permitted by law. Furthermore, entrants agree that the parties shall replace the voided or invalid parts by provisions that are valid and have legal effect that correspond with those of such voided or invalid parts as much as possible, taking into account the content and the purpose of these Terms and Conditions. IN THE EVENT THERE IS A DISCREPANCY OR INCONSISTENCY BETWEEN DISCLOSURES OR OTHER STATEMENTS CONTAINED IN ANY CONTEST MATERIALS AND THESE TERMS AND CONDITIONS, THE TERMS AND CONDITIONS SHALL PREVAIL, GOVERN AND CONTROL.