

Contest Rules for the General Public

- The "MCS Wellness Challenge 2025" Contest (the "Contest") begins on Monday, February 24, 2025 at 8:00

 a.m., and ends on Monday, May 5, 2025, at 12:00 noon, and is promoted by MCS Healthcare Holdings, LLC (hereinafter "the Promoter" or "MCS"). The rules of this Contest will be published on the Promoter's website
 mcs.com.pr for the duration of this Contest. In addition, the rules will be available at MCS Headquarters,
 Human Resources Department, 255 Ponce de León Ave., MCS Plaza, Second Floor, San Juan, P.R. 00917.
- 2. <u>Eligibility Requirements</u>. Any natural person, legal resident of the Commonwealth of Puerto Rico, of legal age (age 21 or older as of January 31, 2025), is eligible to participate in accordance with the requirements established in these rules. Participants must have an account on social media platforms Facebook and/or Instagram. Individuals who work for MCS, its affiliates or subsidiaries will not be eligible for prizes, or to participate in this Contest. Independent contractors contracted by MCS, its affiliates or subsidiaries are also not eligible to participate.
- 3. All participants must comply with all applicable laws and regulations, the rules established by social networks Facebook and/or Instagram, and all the participation requirements stated in these rules.
- 4. It is not necessary to purchase anything to participate. To participate, participants must upload a short video (from 30 seconds to 2 minutes), or a post in which they share their wellness goals for this year, and their process for achieving them. The video must be posted on Facebook and/or Instagram with the hashtag #MCSWellnessChallenge and tag @MCSPuertoRico, following the guidelines posted on the Promoter's website mcs.com.pr. Participants must also follow the Promoter's account on the social network on which they participate.
- 5. The Promoter reserves the right to implement new eligibility criteria at any time, and/or modify existing criteria and may, at their discretion, take such action as they deem necessary or appropriate to preserve the Contest's integrity.
- 6. The selection of winners will take place on Friday, May 9 at 10:00 a. m. before a Notary Public at the MCS offices located at MCS Plaza, Second Floor, 255 Ponce de León Ave., San Juan, PR 00917. The selection of the Contest winner(s) will be conducted without favoritism, intimidation and/or violence, and will be final and unappealable. All participants will acknowledge and agree to have read these rules, and agree to abide by them. Each participant agrees to be bound by these Official Contest Rules.



- 7. The three (3) participants who obtain the most Likes and Shares for their posts will be selected among all the participating posts. Only posts made on social networks Facebook and/or Instagram will be considered. If a person makes more than one post (on one or more social networks), each will be taken into account separately. The odds of winning will depend on the number of Likes and Shares participants receive on their posts.
- 8. The Promoter will contact the participants who receive the most Likes and Shares for their posts via: (1) a direct message ("DM") on the social network used for the selected post to verify the person's contact information. In the event the Promoter does not receive a response after five (5) days have elapsed from the date on which the DM was sent, an alternate post will be selected.
- 9. Once compliance with all the requirements set forth in these Rules has been validated, a single winner will be selected for each of the prizes. The first-place winner will have the opportunity to meet and spend time with MCS's influencers, and be a spokesperson for the brand for 1 year. The second-place winner will be able to choose one of MCS's influencers to meet and spend time with, and the third-place winner will receive an MCS promotional item valued at approximately \$15.00.
- 10. After the Contest is over, three (3) additional participants will be selected, one for each prize, and will constitute the possible alternate winners in case the original winner(s) cannot claim one of the prizes, or is subsequently disqualified. The vacant prize will then be awarded to the next participant who has obtained the most Likes and Shares on his or her post, and so on.
- 11. Prizes are non-transferable. Nor may they be redeemed for cash or substituted in whole or in part for any other consideration, nor may they be substituted or exchanged for other products and services. MCS reserves the right to substitute a prize with another of equal or greater value. Any and all obligations of the Promoter to the prize winner(s) will cease and be fully satisfied at the time of the prize delivery. Winners will be responsible for paying any income or other taxes and other government entities by reason of acceptance, receipt and use of the prize.
- 12. <u>Notification</u>. The Promoter will notify the winning participants by: (1) a direct message ("DM") on the social network used to post the winning entry, and (2) via email. After thirty (30) days have elapsed from the date on which the written notification was sent, if the email to claim the prize has not been answered, the next participant who has obtained the highest number of Likes and Shares for his or her post will be selected.
- 13. Once the winning participants have been notified, they undertake to personally visit the MCS offices on the date indicated by the Promoter to sign a document of acceptance of the prizes, with the terms and conditions of the prize. Representatives will not be accepted. MCS reserves the right to require sufficient and appropriate personal identification prior to awarding each prize. In the event the winners do not appear at the place, date and time indicated for the receipt of their prize, they renounce the receipt of the prize to which they are entitled as a winner, and will be disqualified. The prize will then be awarded to the next participant who has obtained the most Likes and Shares for his or her post, who will be notified in the same manner as the original winner, and must follow the same procedure specified above to claim the prize.
- 14. The winners must sign all documents of consent, release of liability for any contractual, non-contractual or any other nature or claim that may arise as a direct or indirect consequence of their participation in the Contest or the enjoyment of the prize. In addition, they will sign a release of image and responsibility in which they will grant MCS the right to use, reproduce, alter, display, distribute, publish and announce their name, voice and image in any media, without the need for any compensation in addition to the prize. MCS, its agents, parent corporation, affiliates or subsidiaries shall not be liable for any accident, damage or injury resulting from the consumption and/ or enjoyment of the prize or Contest participation.
- 15. The Promoter reserves the right to amend these rules, following the requirements of applicable laws and regulations, including varying or extending the Contest dates.

- 16. <u>Cancellation</u>. MCS, in its sole discretion, reserves the right to cancel, postpone or modify this Contest, its publicity, and the rules applicable thereto, including but not limited to designating new start and end dates. Any such changes will be published in a timely manner and reported to the Secretary of Consumer Affairs, in accordance with applicable laws and regulations.
- 17. Laws. This Contest is subject to all applicable state and federal laws and regulations.
- 18. By participating and/or accepting a prize, the participant(s) and winner(s) agree to release, indemnify, defend and hold harmless the Promoter, its respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, designees, employees, officers, and directors from any and all legal liability for any loss, damage, injury, cost or expense whatsoever, including but not limited to any property damage, personal injury and/or death that may occur in connection with participation in the Contest, or possession, acceptance and/or misuse of the prize or participation in any activity related to the Contest.
- 19. The Promoter reserves the right to amend these rules in accordance with the requirements of applicable laws and regulations. This Contest is subject to all applicable federal and state laws and regulations. If there is any inconsistency between the full version of these rules and the abbreviated rules, the version most beneficial to the participants will prevail.
- 20. The Promoter's failure to give effect to any term of these Official Rules shall not constitute a waiver of this or any other provision contained therein.
- 21. If for any legal or other reason, any of the terms of the rules of this Contest are declared invalid or void by a court of competent jurisdiction, the remaining terms shall remain in full and legal force.
- 22. The Promoter will be taking all appropriate measures to ensure there is no fraud in the Contest.
- 23. If for any legal or other reason, the Contest cannot be conducted as planned, including but not limited to interference, unauthorized intervention, fraud, technical failures, human error or any other cause beyond the Promoter's control that corrupts or affects the administration, security, fairness, integrity or proper conduct of the Contest, the Promoter reserves the right, in its sole discretion, to modify, suspend or terminate the Contest with the authorization of the Secretary of the Department of Consumer Affairs, as provided in the applicable regulations.
- 24. In the event of a cancellation, the Promoter will award the prize during the current Contest term, based on all eligible participations received prior to the incident that resulted in the Contest's cancellation.
 - 25. Promoter: This Contest is sponsored by MCS, located at the MCS Plaza Building, 255 Ponce De León Avenue, San Juan, Puerto Rico, Tel. 787-758-2500 Ext. 2863; Mailing Address: P.O. Box 9023547, San Juan, P.R. 00902-3547, Phone 787-758-2500. To receive a free copy of the Official Rules, send an email to: **serviciomcs@ medicalcardsystem.com**
- 26. These rules comply with the provisions of Law No. 9158 of February 6, 2020, Commercial Practices Regulations, Chapter VIII: Contests and Sweepstakes, of the Department of Consumer Affairs. Social networks Facebook and Instagram have not sponsored or endorsed this Contest. However, all posts must comply with the rules set forth on these social networks.

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