

# 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](http://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.** Deadline for completing the online application is listed at [www.HealthiestEmployers.com/events](http://www.HealthiestEmployers.com/events)

## 3. Award Area

The "award area" can be defined as the city, state or region in which the award is being made available. Please see additional criteria under your applicable market at [www.healthiestemployers.com](http://www.healthiestemployers.com).

For instance:

**Healthiest Employers of Oregon –**

State wide eligibility

**Greater Louisville's Healthiest Employers -**

Metro Louisville eligibility including Indiana counties

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## 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 apply if:

- a. **You're national employer with the same wellness program offered to all employees:**  
If your organizational wellness program is available to your entire national workforce, you will apply using the total number of full time employees that your organization employs nationally.
- b. **You're a national employer with unique wellness programming in different markets:**  
If you are an employer with locations in multiple markets, offer distinguishingly unique wellness programming in each of those markets, you will answer your questions specific to the market you are applying and answer the number of employees question in that specific market.

***This rule applies unless otherwise stated in the criteria or eligibility section by event on the business journal website or [www.healthiestemployers.com/\(eventspecificpage\)](http://www.healthiestemployers.com/(eventspecificpage)).***

**For more information please e-mail us at [info@healthiestemployers.com](mailto:info@healthiestemployers.com)**

## 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 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.
- With respect to each employer applicant, the Company and the Associates may use the employer's name to promote the attributes of the Award Program, including, but not limited to, a publication listing past applicants, 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. For additional information please email us at [info@healthiestemployers.com](mailto:info@healthiestemployers.com)

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## **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](http://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 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

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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.