

# TELL US WHAT YOU CALL MMM

and you could be in our ads (commercials)!

It's really easy!



**1** Record a video of yourself mentioning the ways you call MMM.

**2** Send us your video via WhatsApp at: 939-274-6975 or to our inbox on Facebook: <http://www.facebook.com/MMMyPMC/>

**3** The best videos could be included in our ads (commercials) on social media and on TV.

## IMPORTANT!

- Record your video in horizontal format.
- The video must be 5 to 10 seconds long.

## CREATE YOUR VIDEO TODAY AND ENTER!



No membership is required to enter. This information has not been reviewed or endorsed by Medicare. MMM Healthcare, LLC., complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. MMM Healthcare, LLC., cumple con las leyes federales de derechos civiles aplicables y no discrimina por motivos de raza, color, nacionalidad, edad, discapacidad o sexo. Y0049\_2022 4037 0030 1\_C

### RULES:

THIS PROMOTION IS NOT SPONSORED, APPROVED, MANAGED BY OR ASSOCIATED WITH FACEBOOK OR WHATSAPP IN ANY WAY.

Note: The use of a wireless phone or device to enter or receive communications related to a Promotion could entail costs specific to your wireless service plan and fee, such as the cost of Internet access, receiving and sending texts, and/or data use. Please review your particular service plan and fee with your wireless service provider before entering the Promotion with such devices.

1. DURATION: The promotion entitled What Do You Call Us? (the "Promotion") begins on July 8, 2022 at 12:01 a.m. and ends on August 31, 2022 at 11:59 p.m., hereinafter referred to as the "Promotion Period." The official timekeeper for this Promotion shall be the Promoter's computer.

2. ELIGIBILITY: Only individuals who are legal residents of the Commonwealth of Puerto Rico and are twenty-one (21) years old or over at the time they submit their entry will be eligible to enter; they must also have an active Facebook account, an active public Instagram account, or access to the WhatsApp application (hereinafter "Eligible Individual"). The Instagram, Facebook, or WhatsApp account must remain active (active and public in the case of Instagram) during the entire Promotion Period and during the process of winner selection, notification, and prize redemption.

The persons included in any of the following categories will not be eligible to enter or win a prize: (a) persons who a year before the start of the Promotion Period and/or who at any time up to the delivery of the Promotion prizes are or have been under contract or employed by the Promoter and their respective parent companies, subsidiaries, affiliates, and authorized dealers; (b) employees of the Administrator, the suppliers of the prizes for this Promotion, and/or the advertising, public relations and/or promotion agencies and their respective agents who in any way are involved in the development, production, implementation and/or supervision of any stage of this Promotion; and (c) persons who are immediate family members of the above (i.e., spouse, parents, siblings, children and their respective spouses) or individuals who live under the same roof with any of the persons included in any of the above categories, even if they are not related. This Promotion is limited to the geographical area of Puerto Rico and is subject to all applicable local and federal laws and regulations.

IF YOU ARE NOT ELIGIBLE, PLEASE DO NOT PROCEED.

3. PROMOTER: MMM Healthcare, LLC ("MMM"), with offices located in New Port IV Bldg, Kennedy Ave., Bechara Industrial Park, San Juan P.R. 00921; phone: 1-866-333-5470; <https://www.mmm-pr.com/>.

4. ADMINISTRATOR: Badillo Saatchi & Saatchi, with offices at A-16 Calle Génova, Ext. Villa Caparra, Guaynabo, PR 00966. [www.saatchi.com](http://www.saatchi.com); Contact Person: Gladibel Gasco; email: [gladibel.gasco@badillopr.com](mailto:gladibel.gasco@badillopr.com). Any question or information request related to the Promotion must be addressed to the Administrator.

5. HOW TO ENTER: To enter, all eligible individuals must record a video of themselves saying what they call Medicare y Mucho Más [Medicare and Much More] (e.g., MMM, Triple M, etc.) as well as explaining what Medicare y Mucho Más means to them (hereinafter the "Video"). The video must be 5 to 15 seconds long. After this, the Eligible Individual must submit the Video to the Promoter within the Promotion Period using one of the following submission methods:

#### Submission Method 1

Sending the Video through a private message ("Inbox") to the MMM Facebook account (<https://www.facebook.com/MMMyPMC/>).

#### Submission Method 2

Sending the Video through WhatsApp to the following phone number: 939-274-6975.

#### Submission Method 3

Entering the MMM Facebook account (<https://www.facebook.com/MMMyPMC/>) and uploading the Video as part of a comment made in a post published by the Promoter during the Promotion Period and related to the Promotion and the Offered Prizes. Entries submitted as part of comments in posts that are not related to the Promotion will not be accepted.

#### Submission Method 4

Entering your personal Instagram account and publishing the Video as part of a post by tagging @mmmpmc. Entries posted in "Instagram Stories" will not be accepted.

Once the Video is sent using one of the four (4) methods listed above, an Entry will be considered submitted.

Conditions and Limitations for Entering: You may participate more than once, provided that this is done with a different Video and each Entry complies with all the terms and conditions set forth in these Terms and Conditions. The Video must be at least five (5) seconds long and must not be longer than fifteen (15) seconds. Participants must comply with the format and size requirements of the platform used to enter. SUBMITTING AN ENTRY DOES NOT GUARANTEE THAT THE CONTENT OR THE PARTICIPANT'S IMAGE WILL BE USED BY THE PROMOTER OR THAT THE PARTICIPANT WILL BE SELECTED AS A WINNER. You can only be selected as winner once.

All entries must be submitted within the Promotion Period. If the participant entered through Facebook or Instagram, they cannot change their username or close their Instagram or Facebook account during the Promotion Period or during the winner selection and notification process, until the prizes are awarded. The Video used to enter cannot be deleted from the platform in which it was posted to enter until all winners have been selected and prizes have been awarded.

The Entry must meet the following eligibility requirements: (1) The Video submitted to enter cannot include anyone other than the Participant who submits the Entry; (2) the Entry cannot include material or intellectual content or images of a third party who is not the Participant; (3) videos must be recorded by the Participants themselves, and videos taken by third parties will not be accepted; (4) the person who appears in the Video entry must be the owner of the Instagram, Facebook, or WhatsApp account used to enter; (5) the message in the Video must be clearly audible, so the Eligible Individual must speak eloquently and strongly; (6) the Video must have good resolution and quality and cannot be blurry; (7) the Video must have good lighting; (8) the image of the Participant must appear centralized in the Video; (9) the setting, background, and clothing used in the Video entry cannot include names, logos or trademarks that are distinctive and/or owned by third parties; (10) the Entry cannot contain obscene, offensive, abusive, defamatory, vulgar, double-meaning, or sexual material and/or include references to sex, firearms, drug use, alcohol or cigarettes, incitement to violence, bullying, or discrimination based on race, sex, color, origin or nationality, and/or any material not suitable for publication that may be damaging for the Promoter's brand or image, a determination that is at their sole discretion; (11) by submitting an Entry in the Promotion, the Participant expressly represents that the Video submitted for Entry is an original, of their authorship, and does not infringe on the rights of third parties.

PLEASE READ CAREFULLY. IF YOU ARE NOT IN AGREEMENT, PLEASE DO NOT ENTER THE PROMOTION.

By submitting an Entry in the Promotion, each participant and selected winner agrees that the Video submitted for Entry, or any part thereof, may be used by the Promoter for promotional and commercial purposes related to the Medicare y Mucho Más brand, and expressly agrees to and accepts: (i) that all rights, titles, and interests with respect to material included in the Entry—whether or not in meets the Promotion's entry requirements—are transferred to and become the property of the Promoter; and (ii) they grant the Promoter the exclusive right and permission to edit, modify, publish, translate, compile, or prepare any type of derived material and make use of the Video or portions and/or elements of the Video, in perpetuity and in any and all media currently existing or developed in the future, in any manner and for any commercial, advertising, promotional, or other purpose that the Promoter wishes and determines, without limitations of time or space, worldwide, with or without attribution to the Participant; and (iii) if a winner, the Participant acknowledges that they must will give up and/or grant and transfer any existing right to the Entry and the Video entry, as a condition for not being disqualified and receiving the Prize as described in these Terms and Conditions.

BY ENTERING, THE PARTICIPANT AUTHORIZES THE PROMOTER TO USE OR POST ANY VIDEO SUBMITTED FOR ENTERING, BY ITSELF OR IN CONJUNCTION WITH OTHER VIDEOS, ON ANY SOCIAL NETWORK, CURRENTLY KNOWN OR CREATED IN THE FUTURE, FOR COMMERCIAL PURPOSES, IN PERPETUITY, WITHOUT COMPENSATION TO THE PARTICIPANT AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS PREVIOUSLY SET FORTH IN THIS SECTION. NOT ALL THE VIDEOS SUBMITTED WILL BE USED. USING YOUR VIDEO ON A SOCIAL NETWORK DOES NOT IMPLY THAT YOU HAVE BEEN SELECTED AS A WINNER IN THIS PROMOTION. IF YOU DO NOT WISH TO PROVIDE YOUR AUTHORIZATION, PLEASE DO NOT ENTER THIS PROMOTION.

TRANSFER OF RIGHTS TO YOUR IMAGE: By submitting an Entry, the participant grants the Promoter, Administrators, their affiliates, and their advertising, public relations, and promotion agencies the right to publish and announce their name, person, voice, or image, including the image appearing in the Video entry, for commercial purposes in any media worldwide and without time limits, including the Internet and any social media, without additional notification, compensation, or review rights. Any of the Videos submitted in this Promotion, or any portion, version and/or editing of the Videos, can be published interchangeably by the Promoter in their social networks and Internet or in any media that the Promoter at their sole discretion, considers in accordance with the above terms. Nevertheless, entering the Promotion does not necessarily mean that your Video will be used or published by the Promoter.

Ineligible Entries: Video entries that are incomplete, incorrect, inauthentic, not original, or that infringe on or may infringe on the rights of third parties, or that do not follow the instructions required by these Terms and Conditions will not be eligible to enter; also ineligible are entries containing false, fraudulent, incorrect or incomplete information or representations about the person, their data and/or the content of the entry submitted, or that in any way prevents or hinders the Promoter's identification and/or evaluation of the Participant. The Promoter will not be held responsible for Facebook, Instagram or WhatsApp accounts that may be disabled during the Promotion Period or the periods of winner notification and/or prize redemption. Entries that infringe on the rights of third parties, that include elements not authored by the Participants themselves, or that attempt to violate the entry instructions in any way or to damage the integrity or the legitimate operation of this Promotion or any of its elements will be considered fraudulent; the Promoter and/or designated agents reserve their right to bring charges against the participant before the appropriate government authorities in order to apply pertinent civil and/or criminal procedures, to the fullest extent permitted by the law. Each entry must contain all the required information in order to be valid, will become the property of the Promoter, and will not be returned.

### 7. WINNER SELECTION AND NOTIFICATION

The Promoter will select from one (1) to ten (10) winners on each of the following dates:

June 25, 2022  
August 8, 2022  
August 22, 2022  
September 5, 2022

The exact number of winners to be selected on the above dates (from one (1) to ten (10)) will be at the sole discretion of the Promoter and will depend on the quality of the entries received at the time and the Promoter's goal with respect to the advertisement to be released after each date. The Promoter will not necessarily select ten (10) winners on each occasion. All the Entries submitted up to the day before the winner selection date will be evaluated to determine who the winner(s) will be on that particular date.

Each winner selection will be carried out by a panel of judges composed of the Promoter's representatives, who will evaluate the entries submitted up to the day before the winner selection date using the following guidelines:

Creativity  
Video quality  
Participant's performance  
Participant's ability to improvise

Any decision made by the Promoter and/or Administrator of the Promotion will be final and binding in every aspect.

Once selected, the Potential Winners will be notified on the same day they are selected using the following notification methods ("Official Notification"):

If the winning entry was submitted through Facebook or Instagram, the Official Notification will be made through a private message ("Inbox" or "DM").  
If the winning entry was submitted through WhatsApp, the Official Notification will be made through a message sent by WhatsApp to the phone number from which the winning Entry was submitted.

Once the Official Notification is sent, the Potential Winner has a period of three (3) business days to claim the prize at the offices of the Administrator, whose information is provided in Section 4 of these Rules, with a valid, signed state-issued photo ID in order to validate their identity and compliance with the eligibility requirements set forth in these Terms and Conditions. As a condition for delivery of the prize, the Winner is required to sign a Statement of Eligibility, Prize Acceptance, Waiver of Responsibility, and Release for the advertising use of their name and that of their heirs and successors.

Should the Potential Winner fail to claim the Prize within the period mentioned above or in the event they do not comply with any of the terms and conditions set forth in these Terms and Conditions, the Potential Winner will be disqualified and the Promoter can select a substitute winner using the same evaluation guidelines provided in this Section; said winner will have the same period of time to claim the prize at the Administrator's offices. If the prize is not claimed during the period indicated above, or if the terms and conditions set forth in these Rules are not met, the Substitute Winner will be disqualified and the Promoter may retain and dispose of the Prize at their sole discretion.

Once the "Official Notification" is made, the Promoter and Administrator will have the right (but are not required) to publish the name, address (City, PR), and prize category of the winner(s) (subject to verification) through any media, including the Internet. The Winner agrees that the Promoter may require satisfactory documentation and evidence, at their sole discretion, to verify identity, age, and legal residence before delivering any prize, including a valid, signed, state-issued photo ID. A Social Security Number may be required for tax purposes. If the Winner has not complied with the documentation requirement by the end of the period established to claim the Prize, the Prize will be considered forfeited in its entirety. Representatives will not be accepted.

8. PRIZE: One (1) to ten (10) winners will be chosen approximately every two weeks, in accordance with the selection dates indicated in Section 7 of these Terms and Conditions. Each selected winner will receive the following:

The Video entry submitted by the participant who is selected as Winner, or any portion of said Video, will be used by the Promoter in one the Promoter's television commercials ("Commercial") to be released sometime between August 1, 2022 and September 19, 2022, with a payment of \$150 in cash.

General Conditions of the Prize: The advertisement may be published by the Promoter in any form of media, known or to be known, including, but not limited to, television, social networks, and the Internet, in perpetuity, without revision rights and without compensation (except for the compensation provided as part of the Prize). The Video may be used, modified, and published by the Promoter and/or Administrator in accordance with the terms and conditions set forth in Section 5 of these Terms and Conditions. Furthermore, the image of the Winner will be used by the Promoter and/or Administrator in accordance with the terms and conditions set forth in Section 11 of these Terms and Conditions. By accepting the Prize, the recipient accepts all its restrictions and conditions. The Prize is subject to the Winner signing the Statement of Eligibility, Prize Acceptance, Waiver of Responsibility, and Release for use in advertising.

Each Participant understands and agrees that, in addition to the conditions described in these Terms and Conditions, prizes are also subject to any other restrictions established by the suppliers of the prize. Participants will be responsible for ensuring their understanding of all the terms and conditions applied to the prizes and established by the suppliers. The Winner expressly and willingly releases the Promoter, its parent companies, affiliates, subsidiaries, agencies, and any other entity directly related to its operations of any such obligation, as well as any claim with respect to the restrictions established by suppliers.

Payment of any duties or taxes imposed by the Commonwealth of Puerto Rico or the Government of the United States of America applicable to the prizes awarded in the Promotion will be the sole responsibility of the winner, who expressly and willingly releases the Promoter, its parent companies, affiliates, agencies, or any other entities directly related to their operations of any such obligation. Participants will be responsible for ensuring their understanding of all the applicable terms and conditions upon receipt of the prizes. When the Prize is accepted, it is accepted with all its restrictions.

9. GENERAL RESTRICTIONS: The Prize is not exchangeable, transferable, or substitutable for cash or other prizes, unless allowed by the Promoter at their sole discretion. The Prize cannot be replaced. The Prize cannot be sold, relinquished, swapped, or transferred to a third party by the Winner. The Prize will include solely what is set forth in the Prize description included in these Terms and Conditions. Any Prize specification not expressly set forth will be at the Promoter's sole discretion. Winners are solely responsible for any taxes, including income tax, which may be applicable upon receipt/use of a prize. When the Prize is accepted, it is accepted with all its restrictions.

10. APPLICABLE LAWS AND REGULATIONS: This Promotion is subject to all applicable laws and regulations of the Commonwealth of Puerto Rico as well as the United States. By entering this Promotion, Participants recognize and agree to all the terms and conditions set forth in these Terms and Conditions and also recognize and agree to be subject solely and exclusively to the applicable laws and regulations of the Commonwealth of Puerto Rico and any applicable federal law or regulation of the United States of America.

Any matter or question that may arise with regard to the construction, validity, interpretation, and enforcement of these Terms and Conditions, or to the rights and responsibilities of the Participants and the Promoter in connection with this Promotion, will be ruled by and interpreted according to the laws of the Commonwealth of Puerto Rico. Should any provision of these Terms and Conditions or the application of any provision to any person or circumstance be declared invalid, unenforceable, or void, such decision will not invalidate or void the remaining Terms and Conditions.

11. AUTHORIZATION FOR USE IN ADVERTISING: Each Participant and Winner grants the Promoter, the Administrators, their affiliates, and their advertising, public relations, and promotion agencies the right to publish and announce their name, person, voice, or image, as it appears in the Video entry, in any advertising media worldwide and without time limits, including the Internet and social media, without additional notification, compensation, or review rights. By accepting a Prize, each Winner agrees to being interviewed, photographed, and recorded during the delivery of the Prize and in relation to the Prize, and agrees to provide all the cooperation needed with respect to any reasonable promotional or advertising activity that may arise from said Prize. Any resulting material, including the Winner's name, images and comments, photos and videos/audios/visuals that are the product of those interventions may be used by the Promoter for promotional, marketing, and commercial purposes at their sole discretion, including printed media, broadcasting, and the Internet, without additional compensation, worldwide and without time or space restrictions.

12. WAIVER OF RESPONSIBILITY: By entering this Promotion, participants agree to follow the strict application of these Terms and Conditions in all their terms and accept that all decisions taken by the Promoter are final and binding. By entering this Promotion, the Participant willfully accepts any liability or risk that may arise from their participation and, by entering, agrees to: protect, release, indemnify, and hold harmless from all liability (collectively "Exonerate") the Administrators, their parent companies, affiliates, subsidiaries, branches, agents, advertising, public relations, and promotion agencies, as well as their respective officers, directors, stockholders, employees, representatives, agents, and any other entities directly involved in the development, implementation, and/or operation of this Promotion (hereinafter collectively referred to as "Released Parties") from any and all liability, lawsuits (including claim, complaint, accident, losses, and damages, including but not limited to personal injury (hereinafter disability, loss of earnings, and death) and damage to property, costs, and expenses (action lawyers' fees) that arise as a result of, or in connection with, their participation in this Promotion and/or in the stages of redemption, verification, delivery, possession and/or use of a prize, the use of their computer/equipment to enter, or while participating in any activity related to the Promotion or the prize; (ii) releases the Released Parties from any human or technical error, faults, delays, failure, congestion, fraud, unauthorized intervention (including hacking) or other connection failures in the network, lines, servers, Internet, antennas, satellites, telephones, computers, wired and wireless equipment, hardware, software, programming errors, computer virus and bugs, or other technical defects or failures that result in transmissions/entries/messages/notifications/prize deliveries that are late, delayed, incomplete, distorted, omitted, undecipherable, duplicated or that in any other way limit the user's ability to access the Promotion, the web page, participation in the registration process, or within the required dates/times; or the timely delivery of a prize or part of a prize, or that may prevent or undermine the operational capacity of this Promotion in part or in its entirety, including the adequate operation of its Web Site, as planned; (iv) releases the Released Parties from responsibility for any cause directly or indirectly attributable to the Participant(s), the Winner or any force majeure or accidental cause, including but not limited to any action, regulation, order, or petition on the part of any governmental or quasi-governmental entity (regardless of whether the action, regulation, order, or petition is later found to be invalid), technical equipment failure, terrorist acts, earthquakes, war, fires, flooding, explosions, severe weather conditions, hurricanes, labor disputes or strikes (whether legal or illegal) unexpected shortage of personnel or materials, transportation failure of any kind, power failure, intentional absence from work, civil disturbances, insurrection, riots, or any other cause beyond reasonable control of the Released Parties; (vi) releases the Released Parties from responsibility for any reasonable delay in delivering the prize, subject to applicable DACO regulations; (vii) agrees that the Promoter reserves the right to disqualify any Participant who does not comply with these Terms and conditions; (viii) agrees that if, for any reason, an element of the Promotion is not working as planned due to technical failures or any other cause beyond the Promoter's control that may affect the security, administration, or integrity of the Promotion, the Promoter reserves the right to modify and/or terminate the Promotion and distribute any vacant prizes among the entries received up to that time.

13. PRIVACY AND PROTECTION OF INFORMATION: Any personal information provided by the Participants in connection with this Promotion will be processed by the Promoter in accordance with their Privacy Policy, available in <https://www.mmmp.com/docs/Política-Privacidad-Interoperabilidad.pdf>.

14. ACCEPTANCE OF TERMS AND CONDITIONS: By submitting an Entry in this Promotion, the Participant declares that they have read, understood, and agreed to all the terms and conditions included in these Official Terms and Conditions of the Promotion. These Terms and Conditions are subject to modification, as provided by the applicable laws and regulations. If the Promoter should fail to implement, totally or in part, any of the terms and conditions set forth herein, this will not constitute a waiver of said condition or term.

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