CLEVELAND CLINIC PATIENT PANEL SWEEPSTAKES RULES & REGULATIONS: Fall 2016 New Patient Panel Member Sweepstakes

1. SWEEPSTAKES PERIOD: The Cleveland Clinic Patient Panel Sweepstakes (the “Sweepstakes”) commences on 12:00:01 a.m. Eastern Time on June 3, 2016 and ends at 11:59:59 p.m. Eastern Time on December 31, 2016 (the “Sweepstakes Period”). The Sweepstakes is being sponsored by CLEVELAND CLINIC (the “Sponsor”) and administered by VISION CRITICAL US (“VCI”) (the “Administrator”). The Administrator is and shall remain solely responsible for the delivery of the Prize(s) to the winner(s).

2. ELIGIBILITY: This Sweepstakes is open to all registered members of the Cleveland Clinic Patient Panel (“Entrants”). All Entrants must be individuals legally residing in the United States and who are the age of majority in their State of residence at the time of entry into the Sweepstakes.

3. PRIZES: There will “2 (two)” random draws (the “Draw”) in the Sweepstakes each prize consisting of “1 (one)” USD check of $250 value US (the “Prize”) for an aggregate of $500 in Prizes to be given away during the Sweepstakes Period. All Prizes to be awarded in US dollars.

4. HOW TO PARTICIPATE: The Sweepstakes is offered electronically via the Internet. Entrants may enter the Contest by completing the Cleveland Clinic Patient Panel Profiling Questionnaire online and then double opting-in to become an active panel member by clicking the confirmation link received by email after the Cleveland Clinic Patient Panel Profiling Questionnaire is completed. These Entrants will receive one entry during the Contest Period.

NO PURCHASE OR ACTION OF ANY KIND IS NECESSARY TO ENTER OR WIN. ALTERNATE MEANS OF ENTRY (“AMOE”): Entrants may receive one (1) entry by legibly printing the Entrant’s name, street address, city, state, zip code, telephone number, complete email address, on a piece of paper and mailing it to Vision Critical (US) Inc., AMOE Cleveland Clinic Patient Panel Fall 2016 New Patient Panel Member Sweepstakes, Vision Critical (US) Inc., 200 Granville Street, Mezzanine, Vancouver, BC, V6C 1S4 Canada. All entries become the exclusive property of VCI and will not be acknowledged or returned. All Entrants will receive one entry during the Sweepstakes Period.

5. SWEEPSTAKES DRAW(S): Draws will be held in Vancouver, BC on or around January 15, 2017 (“Draw Date”). Winners will be determined by random drawing from all eligible entries received by VCI. The odds of winning are the same for all Entrants regardless of whether an Entrant entered the Sweepstakes online or through the AMOE.

6. PRIZE AWARDING: Prizes will be awarded only on verification by VCI that all Contest requirements have been met by the winners. Each Prize must be accepted as awarded and no substitution, transfer, conversion or assignment of Prizes will be allowed, unless at the discretion of VCI which may substitute a Prize of comparable or greater value. No correspondence will be entered into except with selected Entrants at the email address listed on the VC systems, or on the mail-in entries. VCI will notify each winner by email within about fifteen (15) days of the relevant Draw Date. Winners will have five (5) days from notification to accept the Prize by email, and will be instructed whom to contact at that time. VC is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify the winner. If a selected Entrant cannot be contacted or fails to respond within the allotted time VC reserves the right to void that entry and select another eligible Entrant for that Prize (and in the event that the subsequent selected Entrant cannot be contacted or fails to respond, a further Entrant will be selected, until a winner is determined, provided further that in the event that a winner is not determined after attempts have been made to contact 3 Entrants, VC may elect not to conduct any further redraws and not award such Prize). The selected Entrants may be required to complete, and return to VCI a web-based Winner Notification Survey within five (5) days of receipt. If a selected Entrant(s) fails to complete, and return the Web-based Winner Notification Survey to VCI within five (5) days, VCI reserves the right to void that entry and select another eligible Entrant for that Prize. By completing, and returning the web-based Winner Notification Survey, the Entrant: (i) confirms compliance with these Contest Rules and Regulations; (ii) releases and forever discharges VCI, its affiliates and subsidiaries and its advertising and promotional agencies from all claims, demands, damages, actions and causes of action arising or to arise by reason of the acceptance or use of the Prize; and (iii) gives permission...
to VC, at its option, to publish or otherwise use the Entrant’s name, address, photograph, voice and comments, without compensation, in any publicity carried out by VC or its advertising agencies.

7. **SWEEPSTAKES GENERAL RULES:** By entering the Sweepstakes, Entrants agree to abide by these Sweepstakes Rules and Regulations and the decisions of VCI, which are final. VOID WHERE PROHIBITED BY LAW. U.S. only promotion. The laws of Ohio shall govern this Sweepstakes. Entrants consent to the state and/or federal courts venued in Cuyahoga County, Ohio for any action arising out of this Agreement. VCI management is the final judge on any decisions that are made regarding the promotion. Winners need not be present when drawing for prizes. VCI reserves the right to change, cancel, shorten or extend the promotion at any time without notice.

8. **WINNERS LIST:** To obtain a copy of the winner list or a copy of the Sweepstakes Rules and Regulations, send your request to: Vision Critical (US) Inc, Cleveland Clinic Patient Panel Sweepstakes Winners List: Fall 2016 New Patient Panel Member Sweepstakes, 200 Granville Street, Mezzanine, Vancouver, BC, V6C 1S4 Canada. Requests must be received no later than December 31, 2016 and must enclose a self-addressed stamped envelope.

9. **DISQUALIFICATION:** VCI is not responsible for lost, interrupted or unavailable network server or other connections, miscommunications, failed telephone or computer or telephone transmissions or technical failure, jumbled, scrambled or misdirected transmissions, or other error of any kind whether human, mechanical or electronic, including AMOE entries through the mail. Persons found tampering with or abusing any aspect of this Sweepstakes or the operation of Cleveland Clinic Patient Panel website or any other VCI hosted website, as determined by VCI, in its sole discretion, will be disqualified. If disqualified for any of the above abuses, VCI reserves the right to terminate the Entrant's eligibility to participate. In the event any portion of this Sweepstakes is compromised by virus, bugs, non-authorized human intervention or other causes beyond the control of VCI, which in the sole opinion of VCI, corrupts or impairs the administration, security, fairness or proper entry into the Sweepstakes, VCI reserves the right, in its sole discretion, to suspend or terminate the Sweepstakes. In no event will more Prizes be awarded than those listed in the Sweepstakes Rules and Regulations.

10. **PRIZE DISCLAIMER:** The Administrator is solely responsible for the delivery of the Prizes to the Prize winners, as declared by VCI. VCI shall not be responsible or liable to Entrants for any losses, damages or costs incurred as a result of Entrants entering the Sweepstakes or use of a Prize won in connection with this Sweepstakes or the failure by the Administrator to deliver the Prize to the winner in accordance with the Sweepstakes Rules and Regulations. By participating in the Sweepstakes, each Entrant agrees to release and hold harmless VCI and the employees, officers, directors, shareholders, agents, representatives of VCI, its parent company, affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, harmless from any and all losses, damages, rights, claims and actions of any kind in connection with the Sweepstakes or resulting from acceptance, possession, or use of any prize, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy.

11. **DATA PROTECTION NOTICE:** Entrants personal information is protected by the VCI’s Privacy Policy. To view the VCI Privacy Policy log on to the VCI website at [www.visioncritical.com](http://www.visioncritical.com) and select Privacy Policy.