

## **VIRTUALVOICE SWEEPSTAKES RULES & REGULATIONS**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE CHANCES OF WINNING. THIS SWEEPSTAKES IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

**1. CONTEST PERIOD:** The VirtualVoice Contest starts on January 1, 2018 and closes on December 31, 2018 12:00 Midnight EST. The Contest is sponsored by BlueCross BlueShield of Western New York (the "Sponsor"). Vision Critical (US) Inc. ("VCI") has been retained by the Sponsor to administer the Contest.

**2. ELIGIBILITY:** This Contest is open to the public ("Entrants"). All Entrants must be 18 years of age or older at the time of entry into the Contest. Employees, agents and representatives of the Sponsor and its subsidiaries and affiliates, VCI and its subsidiaries or affiliates and each of their respective advertising and promotion agencies are not eligible to win, nor are the parents, siblings and children of any such employee, agent or representative or any person with whom such employee, agent or representative is domiciled.

**3. PRIZES:** There are three (3) random draws (the "Draws") consisting of three (3) cash prizes of \$15 in Visa gift cards (the "Prizes") to be given away during each quarter of the calendar year in the Contest Period. Individual Medicare member winners can win up to \$45 per calendar year. The Prizes will be awarded quarterly, with Prizes being drawn within ten (10) business days of the beginning of each quarter (the "Draw Dates") in the Contest Period. All Prizes are to be awarded in US dollars by VCI's prize provider, Hyperwallet ("Prize Provider") in the form of a virtual pre-paid Visa card. Odds of winning a prize depend upon total number of eligible entries received. Sweepstakes are subject to Sweepstakes Rules and Regulations.

**4. HOW TO PARTICIPATE:** The Contest is offered electronically via the Internet or through mail-in entry as described below. All Entrants who are members of the VirtualVoice are automatically entered into the Contest. All other Entrants may enter the Contest by following the link in the Entrant's invitation to the VirtualVoice website and completing the initial questionnaire online. Entrants will receive one (1) entry for completion of the VirtualVoice Profiling Survey and one (1) entry for completion of subsequent surveys during each quarter of the calendar year in the Contest period. Completion of VirtualVoice Surveys is not required to enter the Contest. Entrants may enter the Contest by using the alternate means of Contest entry set out in item 6.

**5. SPONSOR:** BlueCross BlueShield of Western New York, a division of HealthNow New York Inc., an independent licensee of the BlueCross and BlueShield Association, 257 West Genesee Street, Buffalo, NY 14221.

**6. NO PURCHASE NECESSARY TO ENTER OR WIN - ALTERNATE MEANS OF CONTEST ENTRY:** Entrants may receive one (1) entry by legibly printing the Entrant's name, street address, city, province, postal code, telephone number, complete email address, on a 3 x 5 inch (or 7.5 x 12.5 cm) piece of paper and mailing it to Vision Critical (US) Inc. VirtualVoice Panel Contest, Vision Critical (US) Inc., 200 Granville Street Mezzanine Vancouver, BC V6C 1S4 Canada. All entries become the exclusive property of VCCI and will not be acknowledged or returned. Please note the URL address of the survey, [www.virtualvoicewny.com](http://www.virtualvoicewny.com), is necessary to identify the specific contest being entered. Mail-in entries that do not include the URL address will not be valid.

**7. CONTEST DRAW(S):** The draw will be held in Vancouver, British Columbia, Canada within ten (10) business days of each of the Draw Dates from all eligible entries received. Winners will be determined by random drawing from all eligible entries received by VCI by midnight on the last day of the preceding quarter. The odds of winning depend on the number of eligible entries received. The odds of an entry winning any Prize will be the same, whether the entry was automatically generated or by alternate means of entry.

**8. 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 the Sponsor and/or 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 VCI systems, or on the mail-in entries. VCI will notify the winner by email within fifteen (15) business days of the Draw Date. The winner will have two (2) calendar days from notification to accept the Prize by email, and will be instructed whom to contact at that time. VCI or Sponsor 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 within the allotted time VCI 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 three (3) Entrants, VCI may elect not to conduct any further redraws and not award such Prize). In order to be declared an official winner the selected Entrants must correctly answer a time-limited, skill-testing mathematical question without mechanical or other assistance. The selected Entrants may be required to complete, and return to VCI a web-based Winner Notification survey within two (2) business days of receipt. - If a selected Entrant fails to complete, and return the Web-based Winner Notification Survey to VCI within two (2) business days and/or provides an incorrect answer to the skill-testing mathematical question, VCI reserves the right to void that entry and select another eligible Entrant for that Prize. By completing and returning the Survey Notification Form, the Entrant is required to: (i) consent to VCI providing the Entrant's name, email address and province/state details to Prize Provider for Prize Provider to contact the Entrant to fulfill the Prize; (ii) acknowledge that to fulfill the Prize, the Entrant may be required to set up a password-protected account with Prize Provider. And (iii) gives permission to the Sponsor and VCI, at their option, to publish or otherwise use the Entrant's name, address, photograph, voice and comments, without compensation, in any publicity carried out by the Sponsor or VCI or their respective advertising agencies. Any Prize awarded will be delivered by the Sponsor, VCI or by a third-party retained by the Sponsor or VCI for the purpose of fulfilling the prize (in which case the Entrant consents to the disclosure of his/her name, address and such other personal information as is required for the limited purpose of delivering the prize to the winner) to the official winner within 10 days after receipt of the fully completed web-based Winner Notification Survey, including the correct answer to the skill testing mathematical question.

**9. CONTEST GENERAL RULES:** By entering the Contest, Entrants agree to abide by these Contest Rules and Regulations and the decisions of VCI, which are final.

**10. WINNERS LIST:** To obtain a copy of the winner list or a copy of the Contest Rules and Regulations, send your request to: Vision Critical (US) Inc. VirtualVoice Panel Contest Winners list, Vision Critical (US) Inc., 200 Granville Street Mezzanine Vancouver, BC V6C 1S4 Canada. Requests must be received

no later than four weeks following the calendar year quarter in which the prize was awarded and must enclose a self-addressed stamped envelope.

**11. DISQUALIFICATION:** Neither the Sponsor or VCI are 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. Persons found tampering with or abusing any aspect of this Contest or the operation of the VirtualVoice 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 Contest 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 contest, VCI reserves the right, in its sole discretion, to suspend or terminate the Contest and to award Prize(s) to individuals selected at random from the pool of Entrants received up to the point of termination. In no event will more Prizes be awarded than those listed in the Contest Rules and Regulations.

**12. TAX INFORMATION:** Liability for any applicable taxes imposed by any government, if any, on any Prize won is the sole responsibility of the winner of such Prize.

**13. APPLICABLE LAWS:** This Contest is subject to all applicable federal and New York State laws. Void where prohibited or restricted by law.

**14. PRIZE DISCLAIMER:** Neither Sponsor or VCI shall be responsible nor liable to Entrants for any losses, damages or costs incurred as a result of Entrants entering the Contest or use of a Prize won in connection with this Contest. By participating in the Contest, each Entrant agrees to release and hold harmless Sponsor and VCI and their respective employees, officers, directors, shareholders, agents, representatives of Sponsor and VCI, its respective 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 Contest 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.

**15. DATA PROTECTION NOTICE:** Entrants' personal information is protected by VirtualVoice privacy policy which can be found at <https://securews.bcbswny.com/content/WNYprovider/contact/about-us/notice-of-privacy-practices.html>.