

Horizon Blue Cross Blue Shield of New Jersey (Horizon BCBSNJ)

2014 MEMBER PANEL SWEEPSTAKES

OFFICIAL RULES & REGULATIONS

NO PURCHASE NECESSARY TO ENTER OR WIN.

1. **SWEEPSTAKES PERIOD:** The Horizon BCBSNJ Consumer Online Panel Quarterly Sweepstakes and Surprise & Delight Sweepstakes (together, the "Sweepstakes") start on May 31, 2014, and close at 11:59:59 PM Pacific Time on December 31, 2014 (the "Sweepstakes Period"). The Sweepstakes consist of (a) three (3) separate sweepstakes (each a "Monthly Sweepstakes"), with each Monthly Sweepstakes beginning on the first day of the month and ending on the last day of the month (each, a "Monthly Sweepstakes Period") and (b) two Surprise & Delight Sweepstakes beginning on May 31, 2014 and ending on December 31, 2014. See below section titled SWEEPSTAKES ENTRY DEADLINES for details. The Sweepstakes is sponsored by Horizon Healthcare Services, Inc. d/b/a Horizon Blue Cross Blue Shield of New Jersey ("Horizon BCBSNJ" or the "Sponsor"), with offices at Three Penn Plaza East, Newark, New Jersey 07105. Vision Critical Communications Inc. ("VCCI") has been retained by the Sponsor to administer the Sweepstakes. The Sponsor 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 HORIZON BCBSNJ Consumer Online Panel, except members who are Medicare Advantage, Medigap or Medicare Part D plan members ("Entrants"). All Entrants must be 18 years of age or older, at the time of entry into the Sweepstakes. Employees, agents and representatives of VCCI and its subsidiaries or affiliates, its advertising and promotion agencies, and any employee of local, state or federal government 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:**

- **Monthly Sweepstakes:** Draws of three (3) \$150 Cash Prizes for each Monthly Sweepstakes will be made on the first business day following the Entry Deadline for the respective Monthly Sweepstakes (the "Draw Dates"). See below section titled SWEEPSTAKES ENTRY DEADLINES for details. All Cash Prizes are to be awarded in US dollars.

- **Surprise & Delight Sweepstakes:** Draw of two (2) \$125 Cash Prizes made on the Draw Date set forth in the SWEEPSTAKES ENTRY DEADLINES chart herein. All Cash Prizes are to be awarded in US dollars.

4. HOW TO PARTICIPATE: There are two (2) ways to enter each Sweepstakes: **(1) Survey:** Entrants who are members of the HORIZON BCBSNJ Consumer Online Panel and complete an online survey during a particular Sweepstakes Period are automatically entered into that Sweepstakes. See below section titled SWEEPSTAKES ENTRY DEADLINES for details. Entrants will receive one (1) entry for every survey completed during the Sweepstakes Period. **(2) Alternate Means:** Completion of HORIZON BCBSNJ Consumer Online Panel Surveys is not required to enter each Sweepstakes. Entrants may receive one (1) entry by legibly printing the Entrant's name, street address, city, state, 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 Attention: *Talk to Horizon* Panel Sweepstakes, Vision Critical Communications Inc., Suite 700, 858 Beatty Street, Vancouver, BC, V6B 1C1. All entries become the exclusive property of VCCI and will not be acknowledged or returned. Entries must be received during the Sweepstakes Period. See below section titled SWEEPSTAKES ENTRY DEADLINES for details.

SWEEPSTAKES ENTRY DEADLINES:

Monthly Sweepstakes Period (Three (3) drawings of \$150 each)	Entry Deadline	Draw Date
#1: 5/1/14-5/31/14	5/31/14	6/2/14
#2: 6/1/14-6/30/14	6/30/14	7/1/14
#3: 7/1/14-7/31/14	7/30/14	8/1/14
#4: 8/1/14-8/31/14	8/31/14	9/2/14
#5 9/1/14-9/30/14	9/30/14	10/1/14
#6 10/1/14-10/31/14	10/31/14	11/3/14
#7 11/1/14-11/30/14	11/30/14	12/1/14
#8 12/1/14-12/31/14	12/31/14	1/2/15

Two (2) Surprise & Delight Sweepstakes during the following Period	Entry Deadline	Draw Date
5/31/14 – 12/31/14	12/31/14	1/2/15

Entries in one Sweepstakes do not roll over to subsequent drawings. Horizon BCBSNJ and VCCI, and each of their respective agencies, affiliates, parents, subsidiaries and their promotional partners, sales representatives, distributors, directors, officers, employees, agents, assigns, and successor-in-interest and any advertising, promotion or other vendor agencies involves in this Sweepstakes are NOT responsible for any lost, late, delayed, or misdirected entries, or the marketing or fulfillment of the Sweepstakes.

6. SWEEPSTAKES DRAW(S): Draws will be held in Vancouver, BC on each of the Draw Dates from all eligible entries received by the Entry Deadline. Winners will be determined by random drawing from all eligible entries received by VCCI. 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.

7. PRIZE AWARDING: Winner will be notified by email within fifteen (15) days of the Draw Date. Prizes will be awarded only on verification by VCCI that all Sweepstakes 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 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 VCCI systems, or on the mail-in entries. The winner will have seven (7) calendar days from notification to accept the Prize by email. VCCI and the Sponsor are 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 or is not in compliance with these Official Rules and Regulations VCCI reserves the right to void that entry and select another eligible Entrant for that Prize. In order to be declared an official winner the selected Entrants will be required to complete, sign and return to VCCI a Declaration and Release Form within seven (7) days of receipt of such form. If a selected Entrant fails to complete, sign and return the Declaration and Release Form to VCCI within seven (7) days, the Sponsor reserves the right to void that entry and select another eligible Entrant for that Prize. By completing, signing and returning the Declaration and Release Form, the Entrant (i) confirms compliance with these Sweepstakes Official Rules and Regulations, (ii) releases and forever discharges the Sponsor, its affiliates and

subsidiaries, VCCI, its affiliates and subsidiaries and their respective 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 the Sponsor and VCCI, 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 VCCI or their respective advertising agencies.

Any Cash Prize awarded will be delivered by the Sponsor to official winners within four (4) to six (6) weeks after receipt of the signed and fully completed Declaration and Release Form. A check will be issued to the official winner and delivered via the United States Postal Service.

8. SWEEPSTAKES OFFICIAL RULES: By entering the Sweepstakes, Entrants agree to abide by these Sweepstakes Official Rules and Regulations and the decisions of VCCI and the Sponsor, which are final.

9. WINNERS LIST: To obtain a copy of the winner list or a copy of the Sweepstakes Official Rules and Regulations, send your request to: Vision Critical Communications Inc., *Talk to Horizon* Panel Sweepstakes Winners List, Suite 700, 858 Beatty Street, Vancouver, BC, V6B 1C1. Requests must be received no later than December 31, 2014, and must enclose a self-addressed stamped envelope.

10. DISQUALIFICATION: Neither the Sponsor nor VCCI is 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 Sweepstakes or the operation of the HORIZON BCBSNJ Consumer Online Panel website, as determined by VCCI, in its sole discretion, will be disqualified. If disqualified for any of the above abuses, VCCI reserves the right to terminate the Entrant's eligibility to participate. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event any portion of this Sweepstakes is compromised by virus, bugs, non-authorized human intervention or other causes beyond the control of VCCI, which in the sole opinion of VCCI, corrupts or impairs the administration, security, fairness or proper entry into the Sweepstakes, VCCI reserves the right, in its sole discretion, to suspend or terminate the Sweepstakes 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 Sweepstakes Official Rules and Regulations.

11. TAX INFORMATION: Liability for any applicable taxes, including without limitation any income taxes, imposed by any government on any Prize won is the sole responsibility of the winner of such Prize.

12. APPLICABLE LAWS: This Sweepstakes is subject to all applicable federal, state and county laws. Void where prohibited or restricted by law.

13. PRIZE DISCLAIMER: The Sponsor is solely responsible for the delivery of the Prizes to the Prize winners, as declared by VCCI. VCCI 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 Sponsor to deliver the Prize to the winner in accordance with the Sweepstakes Official Rules and Regulations. By participating in the Sweepstakes, each Entrant agrees to release and hold harmless Sponsor and VCCI and their respective employees, officers, directors, shareholders, agents, representatives, 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.

Any Prize awarded will be delivered by the Sponsor, VCCI or by a third-party retained by the Sponsor or VCCI 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).

14. DATA PROTECTION NOTICE: Entrants' personal information is protected by HORIZON BCBSNJ's Privacy Policy. HORIZON BCBSNJ's Privacy Policy can be found at the bottom of the survey page labeled "Privacy Policy" or to view HORIZON BCBSNJ'S Privacy Policy log on to HORIZON BCBSNJ's website at www.horizon-bcbsnj.com and select Privacy Policy.

15. DISPUTES: Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, other than its administration, shall be resolved individually, without resort to any form of class action, and exclusively by a court having competent jurisdiction located in Essex County, New Jersey; (b) any and all claims, judgments,

and awards shall be limited to actual out-of-pocket costs incurred but in no event may such costs include attorneys' fees; and (c) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the Entrant, VCCI and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules. If any of the provisions of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force.

16. AMENDMENTS: Sponsor reserves the right to change, suspend or discontinue any aspect of the Sweepstakes at any time. The Official Rules and Regulations may be amended at any time by posting the amended Official Rules and Regulations on www.Talk to Horizon.com. The amended Official Rules and Regulations shall be effective immediately upon posting to www.Talk to Horizon.com, or as indicated in the amended Official Rules and Regulations.

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