

University Hospitals UH Listens 2U Drawing

OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

THE FOLLOWING PROMOTION IS INTENDED FOR VIEWING IN THE UNITED STATES ONLY AND SHALL ONLY BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW. DO NOT PROCEED IN THIS SITE IF YOU ARE NOT LOCATED IN THE UNITED STATES.

1. Eligibility: The University Hospitals (UH) UH Listens 2U Drawing (the “Drawing”) is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of University Hospitals Health System, Inc. (“University Hospitals”) or Vision Critical Communications (US) Inc. (“Administrator”) and their respective affiliate companies are not eligible. Subject to all applicable federal, state, and local laws and regulations. Void where prohibited. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Drawing. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: University Hospitals Health System, Inc., 11100 Euclid Ave., Cleveland, Ohio 44106

3. Prize: Approximately three (3) winners per month will each receive one (1) prize of fifty dollars (\$50.00) in value (each a “Prize”) (\$150.00 total value per month the “Prizes”). All costs and expenses associated with the acceptance and use of a prize not specified herein as being awarded, including, but not limited to, all federal, state and local taxes, are winner’s sole responsibility. Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor’s sole discretion. Odds of winning depend on the number of eligible entries received during the Drawing period. Prizes will be delivered by a third-party prize provider (“Prize Provider”), who will contact the selected winner to fulfill the prize (as described in Section 6 below).

4. Drawing Time Period: The Drawing Period begins on the first (1st) day of each month starting at 12:01 a.m. EST and ends on the last day of each month at 11:59 p.m. EST commencing on September 1, 2015 and continuing until canceled by UH. UH reserves the right to cancel the Drawing at any time for any reason.

5. How to Enter: No purchase necessary to enter or win. A purchase does not improve the odds of winning. To enter during the Drawing Time Period, eligible entrants must respond to at least one (1) research invitation sent by UH Listens 2U. Eligible entrants who have been sent research requests but have not completed the research request during

the Drawing Time Period will not be entered into the Drawing. Entrants may only enter one (1) time per Drawing Time Period.

6. Selection of Winner(s): Selections will be held in Vancouver, British Columbia made using a random drawing system from all valid Drawing entries. There will be approximately three (3) winners selected per month. Drawings will take place on or around the seventh (7th) day of the month following the last day of the Drawing Time Period. Sponsor reserves the right to increase or decrease the number of winners per month or to eliminate the Drawing in its entirety without notification.

Sponsor and Administrator's decisions as to the administration and operation of the Drawing and the selection of the potential winner(s) are final and binding in all matters related to the Drawing. Administrator will notify all winners by email within fifteen (15) days of the completion of the Drawing Time Period. Winners must respond and complete the Winner Notification Form details required by Administrator to claim Prize within two (2) days of receiving notification of winning. Neither Administrator nor Sponsor shall be responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify the winner. Failure to claim the Prize within two (2) days of receiving notification will result in forfeiture and a new winner will be selected by random drawing from remaining eligible entries from that Drawing period. No more than two (2) alternate winners will be selected. If no winner is selected, the Prize will remain un-awarded. By completing and returning the Winner Notification Form, the entrant is required to: (i) consent to Administrator 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; and (ii) acknowledge that to fulfill the Prize, the entrant may be required to set up a password-protected account with Prize Provider and provide the following information: date of birth, gender, mailing address and certain banking information (if entrant elects to redeem the Prize by bank deposit (where such option is available; other options for redemption may include virtual VISA card, or other options offered by Prize Provider) and agree to Prize Provider's [Terms & Conditions](#). All entrants and winners must at all times agree to be bound and comply with all terms and conditions of these Official Rules and the decisions of Sponsor. All taxes and other assessments and any other costs or fees associated with the use of the Prize, are the sole responsibility of the winner(s).

7. Release: By accepting the Prize winners agree to release and hold harmless Sponsor, Administrator and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Drawing or receipt or use or misuse of any Prize, including without limitation, any use of the Prize Provider. Neither Administrator nor Sponsor are responsible for any typographical or other error in the printing, website, the offering or the announcement of any prizes or in the administration of the promotion.

8. Publicity: Except where prohibited, participation in the Drawing constitutes winner(s) consent to Sponsor and/or its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Drawing, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Drawing, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Drawing or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Drawing may be a violation of criminal and civil law. 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. All applicable federal, state and local laws, and regulations apply.

10. Limitations of Liability: Neither Administrator nor Sponsor are responsible for electronic, network or computer malfunctions or other technical errors of any kind. Neither Administrator nor Sponsor assume responsibility for entries that are lost, late, incomplete, illegible or misdirected for any reason including by reason of unauthorized human intervention in any part of the entry process or the Drawing, technical human error which may occur in the administration of the Drawing or the processing or entries, software, hardware, browser or network failure, malfunction or congestion, or incompatibility with Sponsor's servers or elsewhere. Sponsor reserves the right to disqualify any person suspected of tampering with the entry process, the operation of the website, or otherwise in violation of the rules. Neither Administrator nor Sponsor are responsible for any injury or damage to persons or property which may be caused in whole or in part, from entrant's participation in the Drawing or receipt or use of or misuse of any Prize or attendance at any location related to or in association with the Prize. Use of bots or other automated processes to enter is prohibited and will result in disqualification at the sole discretion of Sponsor. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is to submit another entry in the Drawing during the Drawing period. If the Drawing period has ended, entrant may only enter Drawings during the active Drawing period. Sponsor reserves the right to terminate or modify the Drawing in any manner at its sole discretion. If the Drawing is terminated or modified in any way, Sponsor may hold a random drawing from among all eligible entries received up to the date of discontinuance. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of Prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of Prizes by a random drawing among all legitimate, un-awarded, eligible Prize claims.

11. Disputes: Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Drawing or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by United States District Court for the Northern District of Ohio. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Drawing, shall be governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to any choice of law or conflict of law rules (whether of the State of Ohio or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Ohio.

12. Winner List:

Requests for a winners' list may be sent to: University Hospitals Marketing & Communications Dept., Attn: UH Listens 2 U, 3605 Warrensville Center Road, Shaker Heights, Ohio, 44122.