2015 WebMD Health Heroes

PROGRAM TERMS AND CONDITIONS

- **1. Eligibility:** 2015 WebMD Health Heroes (the "Program") is open to legal residents of the fifty (50) United States (including D.C.) who are eighteen (18) years old or older at the time of entry. Employees of WebMD LLC and their affiliate companies are not eligible to participate. Void where prohibited.
- 2. Sponsor: WebMD LLC, 111 8th Avenue, New York, NY 10011.
- **3. Timing:** Program begins on August 10, 2015 at 9:00 a.m. Eastern Time ("ET") and ends on August 31, 2015 at 5 p.m. ET (the "Program Period"). Sponsor's computer is the official time-keeping device for the Program.
- **4. How to Participate in the Program:** During the Program Period, the Sponsor will select four (4) public figures (the "Public Figure(s)") to be in the running for "The 2015 People's Choice" Health Hero Award and publish their names at www.webmd.com/healthheroes ("Website"). Follow the instructions on the Website to vote for the Public Figure that you believe best represents "The People's Choice." Each eligible person may vote one (1) time per day during the Program Period. Multiple votes received from any person or email address in excess of the stated number will be void. Any attempt to vote more frequently by any fraudulent or inappropriate means, including without limitation, by using any automated program, by using multiple/different email addresses, identities, registrations and logins, or any other methods, will void those votes. The Public Figure who receives the highest number of valid votes during the Program Period will be deemed The 2015 People's Choice Heath Hero.
- **5. Release:** By participating in the Program, participant agrees to release and hold harmless Sponsor, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and offer suppliers, and each of their respective parent companies and each 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 Program.
- **6. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Program, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Program, 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 registration process or the operation of the Program or to be acting in violation of these Terms and Conditions or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Program 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 Terms and Conditions shall not constitute a waiver of that provision.
- 7. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by participants, printing errors or by any of the equipment or programming associated with or utilized in the Program; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the registration process or the Program; (4) technical or human error which may occur in the administration of the Offer or the processing of registrations; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participation in the Program or receipt or use or misuse of any Offer.
- **8. Participant's Personal Information:** Information collected from participation is subject to Sponsor's Privacy Policy http://www.webmd.com/privacy.