

WebMD

2024 Patient Profile Cancer Study

**Official Rules (“Rules”)**

To enter and participate in this Sweepstakes, you must agree to and abide by these Official Rules.

**NO PURCHASE OR SURVEY NECESSARY TO ENTER OR WIN. A PURCHASE OR SURVEY WILL NOT INCREASE YOUR CHANCES OF WINNING. You must have Internet access and an active email account to participate.**

1. **SPONSOR:** WebMD LLC, 283-299 Market Street, 2 Gateway Center, 4th Floor, Newark NJ 07102.. (“Sponsor”
2. **ADMINISTRATOR:** Probability LLC, 2 Woodstock Meadows Ln, PO Box 1484, Woodstock, NY 12498 ("Administrator").
3. **ELIGIBILITY:** The 2024 Patient Profile Cancer Study Sweepstakes (“**Sweepstakes**”) is open to legal residents of the fifty (50) United States, and the District of Columbia (DC) who are age 18 or older or (age of majority in their jurisdiction of residence) in the US at time of entry, and to whom this offer is addressed.

Employees of Sponsor, Administrator, and any organizations responsible for sponsoring, fulfilling or administering the Sweepstakes or supplying the prizes, and each of their respective parent, subsidiary, related and affiliated companies, and the immediate family and household members of such individuals, are not eligible to enter or win. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. "Household members" shall mean people who share the same residence at least three (3) months a year, whether related or not. Potential winner may be required to provide proof of eligibility prior to prize award. Void where prohibited by federal, state, or local law and/or their employer’s corporate policy.

4. **SWEEPSTAKES ENTRY PERIOD:** Sweepstakes begins at 12:00:01 AM Eastern Time (“**ET**”) on 2/23/24 and ends at 11:59:59 PM (ET) on 10/30/24 (“**Entry Period**”).
5. **HOW TO ENTER:** There are two (2) methods of entry into this Sweepstakes. **Entry Method 1:** Follow all instructions you received from Sponsor directing you to an online survey, complete the survey in its entirety and submit to enter (“**Online Entry** ”). Normal Internet access and usage charges imposed by your online service will apply. Each Entry will be deemed to have been submitted by the record holder of the email account from which the entry originated. Limit: Each entrant can earn up to a maximum of one (1) entry per survey completion attempt if qualified based on Sweepstakes eligibility requirements. **Entry Method 2:** Eligible individuals can enter via postal mail by sending a 3" x 5" card with the eligible individual's name, address, daytime telephone numbers (and valid email address, if available) to: “ 2024 Patient Profile Cancer Study Sweepstakes” P.O. Box 1559, Social Circle, GA 30025-9999. Mail-in Entries must be postmarked by 10/30/24 and received by 11/6/24. Only one mail-in entry per household. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible,

illegible, misdirected or postage-due entries, which will be disqualified. For the purposes of this promotion, "recipient" refers to the addressee of the invitation email. Offer valid only for addressee and is not transferable.

6. **PRIZES, THEIR APPROXIMATE RETAIL VALUES ("ARV") AND ODDS:** Ten (10) winners will receive a \$100 Amazon® Gift Card (ARV: \$100 each). Amazon.com® Gift Cards are subject to the applicable terms and conditions provided on <https://www.amazon.com/gp/help/customer/display.html?nodeId=3122091>. Total ARV of all prizes: \$1,000.00. Odds of winning depend upon the number of eligible entries received. Limit: one prize per person and/or email address. All prizes are guaranteed to be awarded assuming sufficient number of eligible entries are received. Sponsor reserves right to substitute prize of equal or greater value. No other substitution or transfer of prizes permitted. Taxes are the sole responsibility of prize winners. Amazon.com® is not a sponsor of this promotion. Amazon®, Amazon.com® and the Amazon.com® logo are registered trademarks of Amazon.com®, Inc. or its affiliates. Amazon.com® gift cards are issued by ACI Gift Cards, Inc. Restrictions apply to Amazon.com® gift cards. Gift cards are redeemable only for purchases of eligible products on [www.amazon.com](http://www.amazon.com) and may not be redeemed for cash, unless prohibited by law. See [www.amazon.com/gc-legal](http://www.amazon.com/gc-legal) for complete terms and conditions.
  
7. **RANDOM DRAWING/WINNER NOTIFICATION:** Winners will be determined from all eligible entries received in a random drawing to be conducted on or about 11/8/24 by the Administrator, an independent judging organization, whose decisions are final and binding on all matters relating to this Sweepstakes. Winners will be notified by email within two (2) business days from the date selected. Winners will be required to reply to an email notification within two (2) business days from date of notification. Winners will be requested to reply to the email with the requested information. Once the potential winner's eligibility is determined, the Sponsor may or may not request, a potential winner to complete an Affidavit of Eligibility and Publicity/Liability Release ("**Affidavit**") that s/he will have to complete and return within five (5) business days. Upon receipt of the completed Affidavit, Administrator will verify and confirm each Winner. Upon receipt of the completed Affidavit (should the Sponsor require), the Sponsor or Administrator will send the prize to each Winner via email within 30 days from the date the winner is confirmed and verified. At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate winner may result from any of the following: [1] potential winner's failure to respond to notification within two (2) business days after its transmission; [2] potential winner's failure to provide Sponsor with satisfactory proof of age, identity and residency or any other components of eligibility as stated herein upon Sponsor's request; [3] potential winner's failure to return the completed Affidavit (if applicable) within the time allowed [4] if the Affidavit (if applicable) and/or prize notification is returned as undeliverable, [5] potential winner's failure to validly claim his/her prize within 30 days from the date sent and [6] any other non-compliance with Rules. In the event of prize forfeiture, the Sponsor may, in its sole discretion, award the forfeited prize to an alternate winner. Any taxes are solely the responsibility of winner. Entry and acceptance of prize constitutes permission to use each winner's name, prizes won, hometown, likenesses and statement and other personally identifiable information for online posting and promotional, advertising and marketing purposes without further compensation or notice, except where prohibited by law.

8. **CONDITIONS AND LIMITATIONS OF LIABILITY:** By participating, each entrant agrees: (a) to be bound by these Official Rules and the decisions of Sponsor and Administrator, which shall be final in all respects; and (b) to release, discharge and hold harmless Sponsor, Administrator, each of their respective advertising and promotion agencies and prize suppliers, any entity responsible for the administration of this Sweepstakes, each of the foregoing entities' respective parent, subsidiary, related, affiliated and successor companies, and each of their respective officers, directors, agents, representatives and employees (collectively, the "**Released Parties**") from any and all actions, claims, injury, loss or damage, including, without limitation, death and bodily injury, arising in any manner, directly or indirectly, in whole or in part, from participation in this Sweepstakes or any Sweepstakes-related activity, and/or from entrant's acceptance, receipt, use or misuse of a prize or component thereof.

Sponsor is not responsible if the Promotion cannot take place (in whole or in part in), or if any Prize cannot be awarded due to delays, interruptions or failures due to acts of God, war, natural disasters, weather, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, or other events outside of the reasonable control of the Sponsor. If, for any reason the Promotion is not capable of running as planned, including, without limitation, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Sponsor, which, in its sole determination, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Promotion, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Promotion or any part of the Promotion and in such case Sponsor will endeavor to award the prizes in a manner which Sponsor/Administrator determine in their sole discretion is fair, appropriate and consistent with these Official Rules. If the Promotion or any part of the Promotion is terminated or modified prior to the closing of the Promotion Period, notice will be posted within the WebMD Survey Site/Promotion Online and/or provided via e-mail as applicable. Sponsor reserves the right to modify and amend these Official Rules from time to time during the Promotion Period for clarification purposes.

By accepting the prize, each winner grants Sponsor and its designees permission to use his/her name, voice, likeness, photograph, prize information, biographical data, and city and state of residence on a winner's list (if applicable) and for programming, publicity and promotional purposes, worldwide in all forms of media now known or hereafter developed, in perpetuity, without further compensation unless prohibited by law. Sponsor and its designees are not obligated to use any of the above-mentioned information or materials, but may do so and may edit such information or materials, at Sponsor's sole discretion, without further obligation or compensation. Sweepstakes subject to the laws of the United States only. All federal, state and local laws and regulations apply. All entries become the property of Sponsor and will not be acknowledged.

9. **DISPUTES; ARBITRATION/CHOICE OF LAW:** Except where prohibited, entrants agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, the award of the prize, or the determination of the winner, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the Rules of the Judicial Arbitration and Mediation Services, then effective; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event 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 entrant and/or Released Parties in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, without regard for conflicts of law doctrine of New York or any other jurisdiction, and all proceedings shall take place in the City of New York, County of New York.

10. **CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.**
  
11. **WINNERS' LIST:** For a list of prize winners send a self-addressed, stamped envelope to "2024 Patient Profile Cancer Study Sweepstakes Winners List" Attention: Awards List, c/o Medscape Marketing, 283-299 Market Street, 2 Gateway Center, 4th Floor, Newark NJ 07102. ("Sponsor") Requests must be received on or before 12/31/24. Vermont residents may omit return postage. Winners list will be sent after selection and confirmation of all winners. **PRIVACY POLICY DATA/COLLECTION:** Information provided by you in connection with your entry into this Sweepstakes is subject to Sponsor's Privacy [Policy available at https://www.webmd.com/about-webmd-policies/about-privacy-policy](https://www.webmd.com/about-webmd-policies/about-privacy-policy).
  
12. All marks herein are the property of their respective owners who, other than Sponsor, are not sponsors of this Sweepstakes nor do they have any responsibilities regarding its conduct or administration.

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