

## **ehealth Q1 Net Promoter Score Survey Sweepstakes Official Rules**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. MAKING A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.** The following Sweepstakes is intended for participants in the fifty (50) United States and District of Columbia only and shall be construed and evaluated according to the laws of the United States. Do not proceed in this Sweepstakes if you are not a legal U.S. resident residing in the fifty (50) United States or District of Columbia. Void where prohibited. Further eligibility restrictions are contained in the official rules (“**Official Rules**”) below.

**1. DESCRIPTION:** The “**eHealth Q1 Net Promoter Score Survey Sweepstakes**” (the “**Sweepstakes**”) begins on or about Monday, February 1, 2021 and ends on Wednesday, March 31, 2021 at 11:59 pm Pacific Time (“**PT**”) (the “**Sweepstakes Period**”). The Sweepstakes allows eligible entrants (each, an “**Entrant**” and collectively, “**Entrants**”) the opportunity to complete a survey (the “**Submission**”) to be entered into the random drawing which will take place from among all entries received during the Sweepstakes Period. The sponsor of this Sweepstakes is eHealthinsurance Services, Inc., 2625 Augustine Drive, Second Floor, Santa Clara, CA 95054 (“**Sponsor**”). The administrator of this Sweepstakes is Creative Zing Promotion Group, 2265 Lee Road, Ste 229, Winter Park, FL 32789 (“**Administrator**”). Any information provided by an Entrant will be used in compliance with the Sponsor’s Privacy Policy at <https://www.ehealthinsurance.com/about-ehealth/privacy-policy/>. The Sponsor and Administrator shall collectively be referred to as the “**Sweepstakes Entities**”.

**2. ELIGIBILITY:** In order for an Entrant to participate in the Sweepstakes and to be considered as a potential winner the Entrant must meet the following eligibility criteria:

- Entrant must be a legal U.S. resident physically residing in the fifty (50) United States or the District of Columbia.
- Entrant must be at least eighteen (18) years of age and the age of majority in his/her state of primary residence at the time of entry.
- Entrant must be currently enrolled in a Medicare health plan through eHealth.
- Entrant must be the rightful owner (or have authorized use) of the email associated with the Sweepstakes entry. In the event of a dispute, the Entrant or potential winner will be deemed the Authorized Account Holder of the email address as long as such individual is otherwise eligible in accordance with these Official Rules. “**Authorized Account Holder**” is defined as the natural person in whose name the e-mail account was opened. In the event a dispute regarding the identity of an Entrant or potential winner cannot be resolved to Sponsor’s satisfaction, the affected entry will be deemed ineligible.
- Entrant must NOT be an employee, shareholder, officer, director, agent or representative of the Sweepstakes Entities, or Sponsor’s marketing and/or advertising agencies nor can Entrant be an Immediate Family Member and/or Household Member of such persons. For purposes of the Sweepstakes, “**Household Members**” shall mean those people who share the same residence at least three months a year; “**Immediate Family Members**” shall mean parents, stepparents, legal guardians, children, stepchildren, siblings, stepsiblings or spouses.

**3. HOW TO ENTER:** Select individuals who have opted-in to receive eHealthinsurance related email communications will be offered the opportunity to complete a brief satisfaction survey (the “**Survey**”). Entrants may participate by clicking on the survey link featured in the email. Entrant must follow the on-screen instructions to complete the online survey, click submit as directed and opt-in with their email and phone number to receive one (1) entry into the Sweepstakes. Email survey link is valid for one (1) use only and expires upon conclusion of the Sweepstakes Period. **Limit one (1) entry per person, per email.**

All entries must be by Wednesday, March 31, 2021 at 11:59 pm Pacific Time. Entries in excess of the limit may result in disqualification of the Entrant. Any attempt by an Entrant to obtain more than the stated number of entries by using multiple/different identities, registrations, logins, and/or any other methods will void such Entrant’s entry and that Entrant may be disqualified from the Sweepstakes. Entries

generated by a macro, script or other automated means will be disqualified. Each Entrant must be the rightful owner (or have authorized use) of the email address used for entry. Entrants must provide all information requested on entry form to be eligible to win. All entries become the sole property of Sponsor. **ELIGIBLE ENTRANTS MUST SUBMIT THE REQUESTED ENTRY INFORMATION IN ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER METHOD OF SUBMISSION WILL BE ACCEPTED.** Participation in the Sweepstakes constitutes Entrant's understanding of and full and unconditional agreement to and acceptance of these Official Rules. Sponsor reserves the right to disqualify any Entrant that Sponsor determines to be in violation of any term contained in these Official Rules. **Sponsor has the right to change the Sweepstakes Period and all other dates or deadlines set in connection with this Sweepstakes, at any time and in its sole discretion, and notice will be posted on the Sponsor's Website.**

**4. WINNER SELECTION AND NOTIFICATION:** On or about Wednesday, April 7, 2021, one (1) potential winner will be selected in a random drawing conducted by the Administrator from among all eligible entries received for the Sweepstakes Period at the email address and/or phone number associated with the entry. Potential Prize Winner will be required to respond (as directed) to the notification within three (3) days (or a shorter time if required by exigencies) of notification. Failure to respond within the stated time period may result in forfeiture of the prize. If a prize goes unclaimed or Potential Prize Winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason prior to award, such Potential Prize Winner will be disqualified and an alternate Potential Prize Winner may be selected, at the sole discretion of the Sponsor and/or Administrator in accordance with the aforementioned procedure. Potential Prize Winner will be required to complete, sign and return within five (5) days (or a shorter time if required by exigencies) an affidavit of eligibility, a liability release, and, unless prohibited by law, a publicity release (collectively, "**Prize Acceptance Forms**"). Failure to return the Prize Acceptance Forms within the specified time period may result in forfeiture of the prize and selection of an alternate potential winner from the remaining eligible entries. Administrator, in its sole discretion, will attempt to contact up to two (2) Potential Prize Winners in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. If prize is awarded but goes unclaimed or is forfeited by recipient, such prize may not be re-awarded, in Sweepstakes Entities' sole discretion. Sponsor is not responsible for any change of email address and/or telephone number of entrants. Sponsor's decisions shall be final in all matters relating to this Sweepstakes. Administrator reserves the right to disqualify anyone not fully complying with the Official Rules. Winner is solely responsible for all federal, state and/or local taxes, if applicable, and for any other fees or costs associated with the prize they receive. Other restrictions may apply.

**5. ODDS OF WINNING:** Odds of winning depend on the number of eligible Entries received.

**6. PRIZE (1):** There is one (1) prize available. Prize consists of one (1) general use e-gift card in the amount of \$100.00. Approximate Retail Value ("**ARV**"): \$100.00.

Limit one (1) prize per person/household. No cash alternative or prize substitutions will be allowed, except Sponsor reserves the right to substitute a prize of comparable value if a prize listed is unavailable for any reason. Gift cards may be subject to separate terms and conditions imposed by issuer. Other restrictions may apply. **ALL FEDERAL, STATE AND LOCAL TAXES, AND ANY OTHER COSTS AND EXPENSES, ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER.** Prize Delivery: Sweepstakes Entities shall not be responsible for delays in availability (or any portion thereof) and/or availability of the specific carrier of the prize recipient; final awarding of prizes is subject to availability. Sweepstakes Entities shall use all reasonable efforts to award the prizes within sixty (60) days of the conclusion of the corresponding Entry Period.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.**

**7. CONDITIONS OF PARTICIPATION/RELEASES:** All federal, state and local laws and regulations apply. By participating, each Entrant agrees to be bound by these Official Rules and the decisions of the Sweepstakes Entities, which shall be final in all respects. By participating in this Sweepstakes and/or by accepting any prize, each Entrant agrees to release the Sweepstakes Entities and each of their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "**Released Parties**") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Sweepstakes and/or acceptance or use of a prize. Each Entrant authorizes the Sponsor and its designees to use his/her Submission, photo, name, likeness, biographical data, city and state of residence in advertising, marketing, programming or promotional materials, worldwide in perpetuity, and on a winners' list, if applicable, without further compensation unless prohibited by law. Sponsor is not obligated to use any of the above-mentioned information or publicity materials but may do so and may edit such information or materials, at Sponsor's sole discretion, without further obligation or compensation. The Released Parties shall not be liable for: (i) any injuries, losses, liabilities or damages of any kind including personal injury or death caused by the prize or resulting from acceptance, possession or use of a prize including participation in any activity related thereto, or from participation in the Sweepstakes; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) late, lost, delayed, stolen, misdirected, postage-due, incomplete, unreadable, inaccurate, garbled or unintelligible entries, communications or affidavits, regardless of the method of transmission; (v) any inability of winner to accept or use any prize (or portion thereof) for any reason and such prize or portion thereof shall be forfeited; or (vi) any printing, typographical, human administrative or technological errors in any materials or activities associated with the Sweepstakes. Released Parties disclaim any liability for damage to any computer system resulting from participating in or accessing or downloading information in connection with this Sweepstakes. Sweepstakes Entities reserve the right, in their sole discretion, to cancel, modify or suspend the Sweepstakes (or any portion of the Sweepstakes) at any time for any reason or should a virus, bug, computer problem, unauthorized intervention, extenuating circumstance or other problem/cause corrupt or inhibit the administration, security or proper play of the Sweepstakes and, in such situation, will randomly select the winner from eligible non-suspect entries received prior to and/or after such action or in such manner as deemed fair and appropriate by the Sweepstakes Entities. Sweepstakes Entities may prohibit Entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or any other unfair practices or intending to annoy, abuse, threaten or harass any other Entrants or Sweepstakes Entities. CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE SWEEPSTAKES. SHOULD SUCH AN ATTEMPT BE MADE, SWEEPSTAKES ENTITIES RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. BY PARTICIPATING IN THE SWEEPSTAKES, PARTICIPANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY AWARD AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET AND REASONABLE COSTS INCURRED, (IF ANY), NOT TO EXCEED TWO HUNDRED FIFTY DOLLARS (\$250.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; AND 3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**8. INDEMNITY:** Winner shall indemnify, defend and hold harmless the Released Parties from and against any and all claims, damages, actions, liability, loss, injury or expense, including reasonable attorneys' fees and costs, arising out of or in connection with: (a) participation in the Sweepstakes or any prizes; (b) a breach or allegation which if true would constitute a breach, of any of winner's representations,

warranties or obligations herein; and (c) acceptance, possession, grant, or use of any prize, including without limitation, personal injury, death and property damage arising therefrom.

**9. GOVERNING LAW/JURISDICTION:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

**10. PRIVACY POLICY:** Any personal information supplied by you to Sponsor will be subject to Sponsor's privacy policy posted at <https://www.ehealthinsurance.com/about-ehealth/privacy-policy/>. By entering the Sweepstakes, you grant Sponsor permission to share your email address and any other personally identifiable information with the other Sweepstakes Entities for the purpose of Sweepstakes administration, notification, and prize fulfillment.

**11. WINNER /OFFICIAL RULES:** To obtain the names of the winner or a copy of these Official Rules, send a request along with a stamped, self-addressed envelope "eHealth Q1 Net Promoter Score Survey Sweepstakes" List/Rules, 2265 Lee Road, Ste 229, Winter Park, FL 32789. Requests must be received no later than May 31, 2021.