

# CDPHP<sup>®</sup> Insights Community

## Terms and Conditions

The CDPHP Insights community (the "**Community**") and the insights.cdphp.com website (the "**Website**") are operated by Vision Critical Communications Inc. ("**Vision Critical**" or "**we**") and sponsored by Capital District Physicians' Health Plan, Inc. ("CDPHP<sup>®</sup>"). By joining the Community and becoming a Community member (a "**Member**") or by using the Website, you agree to be bound by the following terms & conditions (the "**Terms**"):

## Registration Requirements

In order to receive invitations to participate in Community surveys, you must first register as a Member of the Community by providing us with accurate, complete, and updated registration information as required by the profiling survey. The profiling survey will ask you questions about your residence, age, your habits and attitudes, family status, gender, education level, and so on.

To ensure the integrity of the Community, you may not (i) activate or use more than one Member profile account; (ii) use a name subject to rights of another person without authorization from that person; (iii) use a false or misleading name, address, or email address to activate or use an account; or (iv) provide any false or misleading information. If we have reason to believe that you have violated any of these provisions, we reserve the right to suspend or terminate your access to use and/or participate in the community.

Any personal information we collect remains confidential and is used for research purposes only, as set out in our corporate Privacy Policy available

here: [https://insights.cdphp.com/MediaServer/documents/16-0448%20CDPHP\\_Insights\\_Privacy\\_Notice\\_FINAL.pdf](https://insights.cdphp.com/MediaServer/documents/16-0448%20CDPHP_Insights_Privacy_Notice_FINAL.pdf)

You are responsible for all usage or activity on your account, including use of the account by any third party (which is prohibited), whether or not such use is authorized by you is the result of your authorizing a third party to use your username and password.

Membership in the Community is open only to persons residing in the 50 states of the United States or the District of Columbia, and who are 14 years of age or older. Employees of Vision Critical Communications Inc., its subsidiaries and affiliates, and members of their immediate family, are not eligible to participate.

At any time, you may update your email address and/or other registration information by visiting the Update Profile section of the Website and entering the information requested. You may also terminate your participation at any time by sending an email with the subject line "remove me" to [support@insights.cdphp.com](mailto:support@insights.cdphp.com).

## Community Participation

As a Member, you must be willing to participate in at least one survey per quarter (3 months). Your participation is completely voluntary, and there is no obligation for you to participate in every survey we conduct. However, we reserve the right to terminate your account (including cancelling any Sweepstakes entries) if you do not complete a survey for more than three consecutive months.

Members are invited to participate in surveys based on demographic information or randomly, depending on the survey criteria. We do not guarantee any minimum number of surveys, and you acknowledge and agree that we are under no obligation to provide you with a particular number of opportunities to participate in surveys.

## Sweepstakes & Redemption

From time to time we may offer sweepstakes, with prizes to randomly selected Members. Details on our Sweepstakes can be found at

<https://insights.cdphp.com/MediaServer/20/documents/17-4973%20Sweepstakes%20Rules%202018%20edit%20Tracked%20Changes%20FINAL.pdf>

## General

You agree not to abuse the Community by conduct which is detrimental to our interests, including without limitation attempting to earn or redeem Sweepstakes rewards in a manner that is in breach of or inconsistent with these Terms. Without limiting the foregoing, you may not: (a) activate or use more than one account; (b) use an automated system, device or program, or other similar method to accumulate Sweepstakes entries; (c) manipulate or interfere with the Community or any affiliated program in any way to wrongly accumulate or redeem Sweepstakes rewards; (d) present false or misleading information to us; (e) use or redeem Sweepstakes rewards which are obtained in violation of these Terms, or which are erroneously credited to your account; or (f) assist another individual or entity in conducting fraudulent, abusive, manipulative, or illegal activity. Any Member suspected of engaging in any

fraudulent, abusive, manipulative, or illegal activity may have their account terminated and all Sweepstakes rewards cancelled in our sole discretion, and the Member may be referred to appropriate law enforcement agencies if such action is deemed warranted.

You are responsible for ensuring that any material you provide to the Website or post on a bulletin board or forum or elsewhere, including but not limited to text, photographs, and sound, does not violate the copyright, trademark, trade secret, or any other personal or proprietary rights of any third party, or is posted with the permission of the owner(s) of such rights.

Any responses or material you provide on the Website becomes CDPHP's property, and CDPHP is free to use such information, including ideas, photographs, text, and video, in any way they see fit, including for commercial purposes without any further consent from you, and you agree to cooperate with us, including signing any supporting documentation we reasonably require, confirming CDPHP's unqualified ownership therein, including copyright ownership and your waiver of any applicable moral rights.

Content of the surveys and information provided to you is proprietary and should not be published, copied, or reproduced in whole or in part without our prior written consent. From time to time, on our Website or in the Community, we may provide you with information that is confident or not known to the general public. Such information will be considered confidential and you will be asked not to share or use the information in any way other than as set out for Community purposes. Breach of this obligation will result in you forfeiting your outstanding Sweepstakes entries or rewards, and you may be liable for monetary damage to Vision Critical or our clients caused as a result of your breach.

CDPHP and Vision Critical do not endorse, support, sanction, encourage, verify, or agree with the comments, opinions, or statements posted on forums, blogs, or otherwise contained in the Website. Any information or material placed online, including advice and opinions, are the views and responsibility of those who post the statements and do not necessarily represent the views of Vision Critical and CDPHP. You agree that we are not responsible, and shall have no liability to you, with respect to any information or materials posted by others.

You acknowledge and agree that CDPHP and Vision Critical are not responsible or liable for any agreements between you and any of our affiliated companies or third party service providers with regard to items or services you received as a result of redemption of Sweepstakes rewards, or your participation in third-party promotions and/or other activities.

These Terms are governed by the laws of the state of New York, and you agree to submit to the jurisdiction of the New York courts in the City of Albany in respect of any disputes that may arise in connection herewith.

A waiver by us of any breach by you of any of the provisions of these Terms or our acquiescence to any act (whether by commission or omission) which but for such acquiescence would be a breach as aforesaid shall not constitute a general waiver such provision or of any subsequent act contrary thereto.

## Privacy

CDPHP's Privacy Policy can be located at [https://insights.cdphp.com/MediaServer/documents/16-0448%20CDPHP\\_Insights\\_Privacy\\_Notice\\_FINAL.pdf](https://insights.cdphp.com/MediaServer/documents/16-0448%20CDPHP_Insights_Privacy_Notice_FINAL.pdf).

## **Disclaimer**

We have no control over the Internet and cannot prevent the interception of messages by unauthorized parties, or guarantee that such unauthorized parties may not be able to decrypt encrypted messages.

We are not responsible for unavailable network connections; failed, incomplete, garbled, or delayed computer transmissions; online failures; hardware, software, or other technical malfunctions or disturbances; or any other communications failures or circumstances affecting, disrupting, or corrupting the Community in any manner including without limitation, your ability to participate in the Community, or Sweepstakes redemption. We are also not responsible for any damage to your computer occasioned by participation in the Community or downloading of any information necessary to participate in the Community.

THE WEBSITE AND THE COMMUNITY, INCLUDING ALL CONTENT OR SERVICES MADE AVAILABLE THEREON OR ACCESSED THEREAFTER, ARE PROVIDED "AS IS." WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT ON THE WEBSITE OR THE COMMUNITY. FURTHER, WE DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, TITLE MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. We do not warrant that the functions contained in the Website or Community or any materials or content contained therein will be uninterrupted or error free, that defects will be corrected, or that the Website or the Community will be corrected, or will be free of viruses or other harmful components. In no event will we be liable under any theory of tort, contract, strict liability, or other legal or equitable theory for any lost profits, lost data, lost opportunities, costs of cover

exemplary, punitive, personal injury/wrongful death, special incidental, indirect or other consequential damages, each of which is hereby excluded by agreement of the parties regardless of whether or not either party has been advised of the possibility of such damages.

WE RESERVE THE RIGHT, IN OUR SOLE DISCRETION, TO MODIFY ANY PART OF THESE TERMS, INCLUDING THE AWARDING AND REDEMPTION OF SURVEY DOLLARS, AT ANY TIME, BY CHANGING THESE TERMS OR RELATED INFORMATION ON OUR WEBSITE.

We may, in our sole discretion, terminate or suspend any Member's access to all or part of the Community and the Website, including the cancellation of some or all of the Member's Sweepstakes rewards or entries, including, without limitation, breach of these Terms, or taking actions that are inconsistent with the intent of these Terms. We will be the sole determiner in cases of suspected abuse, fraud, or breach of these Terms. Any decision we make relating to termination or suspension of any Member's account (including the cancellation of Sweepstakes) shall be final and binding. We shall not be liable to you or any third-party for any termination of your access to the Community or termination of your Sweepstakes.

We may also terminate any Member's account in our sole discretion and without prior notice if a Member has failed to complete a survey for a period of more than three (3) months. When a Member's account has been so terminated, all Sweepstakes entries and rewards earned shall be forfeited.

### **Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE THAT NEITHER VISION CRITICAL, CDPHP, NOR ANY OF OUR AGENTS WILL BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY SPECIAL,

INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER DAMAGES, OR FOR LOST PROFITS, LOSS OF PRIVACY, SECURITY OF DATA, FAILURE TO MEET ANY DUTY, OR ANY OTHER DAMAGES WHATSOEVER THAT ARISE OUT OF OR ARE RELATED TO ANY BREACH OF ANY ASPECT OF THESE TERMS, OR YOUR USE OF THE WEBSITE OR PARTICIPATION IN THE COMMUNITY, AND IN NO EVENT SHALL THE LIABILITY OF VISION CRITICAL, CDPHP, OR OUR AGENTS EXCEED THE ACTUAL RETAIL VALUE OF AN APPLICABLE REWARD AT ISSUE, OR THE UNUSED VALUE OF ANY SURVEY DOLLARS YOU HAVE ACCUMULATED.

## Indemnification

You agree to indemnify, defend, and hold harmless Vision Critical and CDPHP, their employees, directors, officers, agents, and representatives from and against any and all third party claims, demands, liabilities, costs or expenses whatsoever, including attorney's fees, arising from or related to any breach by you of any of the Terms or applicable laws, or in any other way arising out of your use of the Website, the Community or any content contained therein.

## Changes

All information posted on the Website, including these Terms, is subject to change without notice. Your continued use of the Website after such changes is deemed to be your acceptance of such changes, so please check the Terms regularly.