

## 2019 Think About Your Eyes #seebeyond2020 Contest Rules

*Thank you for your interest in entering the #seebeyond2020 Contest. We are excited to hear your inspiring eye health story! Please read the Contest Rules and Regulations ("Rules") below.*

**Sponsoring Organization:** The #seebeyond2020 Contest ("Contest") is sponsored by the Think About Your Eyes campaign, a program of the Partnership for Vision Health LLC, a Virginia limited liability company and business entity of non-profit trade association The Vision Council of America, and related subsidiaries, partners, and affiliated entities (collectively, "Sponsor").

**Entry Constitutes Agreement:** These Rules form a binding legal agreement between the Entrant (hereafter referred to as "Entrant" and/or "you") and Sponsor. By clicking "I Agree" and entering the Contest to be eligible to win: (i) you acknowledge that you have read these Rules; (ii) you represent that you are of legal age to enter into a binding agreement; (iii) you accept these Rules; and (iv) you agree to be bound to and abide by these Rules and the decisions of Sponsor.

**Description of the Contest:** Think About Your Eyes is the vision industry's national awareness campaign to promote annual eye exams. At Think About Your Eyes, we believe that vision health is so much more than 20/20 vision, and that life can be enhanced with an annual comprehensive eye exam. We are running the #seebeyond2020 Contest to capture and feature the stories of individuals whose lives were enhanced by visiting the eye doctor. Entering the Contest by submitting your Eye Health Story will give you the opportunity to win one (1) of thirteen (13) prizes: One (1) grand prize Winner will be selected to receive a \$1,000 American Express Gift Card, and twelve (12) other Winners will be selected to each receive one (1) \$25 American Express Gift Card. Winners will be selected by a panel of judges in accordance with these official Rules from among eligible Entrants (as defined below) who have submitted their Eye Health Stories on or before November 30, 2019. The judges will select the Winners on or before December 10, 2019.

**Contest Period:** Those meeting the eligibility requirements set forth below may enter the Contest between 12:00 a.m. (ET) on October 23, 2019 and 11:59 p.m. (ET) on November 30, 2019 ("Contest Period").

**Who Can Enter:** This Contest is open to legal residents of The United States of America who are eighteen (18) years old as of the date of entry. There is no purchase necessary to enter or win. Each Entrant must fulfill all Contest entry requirements, as specified in these Rules, to be eligible to win a prize. Employees of Sponsor, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively, "Employees"), and immediate family members and/or those living in the same household of Employees are not eligible to participate in this Contest. The Contest is void where prohibited by law.

**How To Enter:** Submit your inspiring Eye Health Story through the online form provided at <https://www.thevisioncouncil.org/seebeyond2020>

You must fill in all information requested on the entry form, including your first name, last name, age, state of residence, Eye Health Story, and valid email address.

Your Eye Health Story should be 200 words or less.

You may enter only once. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent these Rules. If you use fraudulent methods or otherwise attempt to circumvent these Rules, your submission may be removed from eligibility at the sole discretion of Sponsor.

A payment or purchase will not improve any Entrant's chances of winning.

Your entry must fulfill all Contest requirements, as specified in these Rules, to be eligible to win a prize. Entrants that fail to comply with these Rules will not be eligible to win.

**Prizes:** Pursuant to these Rules, a panel of judges shall select thirteen (13) winners (each, a "Winner" and collectively, "Winners") from all valid entries received. One (1) Entrant will win a grand prize of one (1) \$1,000 American Express Gift Card. Twelve (12) additional Entrants will each win one (1) \$25 American Express Gift Card. Winners may not substitute, transfer, or assign prizes. Sponsor reserves the right to substitute a prize of equal or greater value in the event a prize is unavailable. Prizes are not redeemable for cash. Any and all expenses related to any prize awarded to a Winner, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of the Winner. There is a limit of one prize per household.

**Selection of Winners:** The Winners will be selected on or before 11:59 p.m. (ET) on December 10, 2019 by a panel of judges comprised of six (6) individuals including employees, agents, and representatives of Sponsor. The panel of judges will review all entries received and will select thirteen (13) Winners including one (1) grand prize Winner. Winners will be selected based on merit at the sole discretion of the panel of judges. Criteria used to select Winners will be how well the submitted Eye Health Story communicates a life-changing impact of an eye exam (50%) and how well it conveys how eye health contributes to quality of life (50%). Winners will be notified via email sent to the email address provided on the Contest entry form within five (5) days following the judges' selection of the Winners. A Winner must claim the awarded prize and provide to Sponsor the Winner's valid mailing address information within seven (7) days from the time the award notification was sent. Prizes will be sent via certified mail using the mailing address provided by each Winner.

Winners may be required to sign and return to Sponsor a release of liability, declaration of eligibility and, where lawful, a publicity consent agreement (together, a "Declaration and Release Agreement"), and/or any further consents or releases as Sponsor in its sole discretion deems necessary in connection with the use of Winners' submitted entries, as conditions of receiving a prize. Failure to comply with the aforementioned conditions shall be grounds for forfeiture of a prize.

If a selected Winner cannot be contacted, is ineligible, fails to claim the prize and/or provide to Sponsor the Winner's valid mailing address information within seven (7) days from the time the award notification was sent, or fails to return in a timely manner a completed and executed Declaration and Release Agreement, as required, the prize may be forfeited and an alternate Winner selected.

**Publicity and Intellectual Property:** Entrant's submitted Eye Health Story must be the original work of Entrant and must be non-fiction, i.e. based on facts, real events, and real people. Entrant must have complete permission to submit Entrant's Eye Health Story and all accompanying photos, drawings, text, and any other content or information (collectively, "Materials"). Entrant agrees not to submit an Eye

Health Story and/or accompanying Materials that infringe upon any third party proprietary rights, intellectual property rights, including but not limited to copyright, trademark, patent, trade secret, or confidentiality obligations, or that otherwise violate applicable U.S. federal, state, or local law. Entrant is responsible for obtaining all required rights and releases for the Eye Health Story and all submitted Materials.

Entry warrants that you have obtained all appropriate licenses, permissions, consents, and/or releases from all people that recognizably appear in the submitted Eye Health Story and accompanying Materials, including the names, likenesses, images, and biographical information of such third party individuals, and the owner(s) of any images, text, or other submitted content or Materials. If your submission contains images or text that depict a child that is under the age of eighteen (18), you represent that you have obtained written permission from the minor's parent or guardian to provide such content for Sponsor's non-commercial and commercial use. Entrant agrees to indemnify and hold harmless Sponsor and its respective affiliates, officers, directors, partners, employees, and agents for any and all claims arising from the Entrant's failure to obtain any required license, permission, consent, or release.

Except where prohibited by law, entry constitutes permission to use an Entrant's name, information, Eye Health Story and accompanying Materials, and likenesses for online posting and/or any advertising and publicity without additional compensation. By submitting a Contest entry, Entrant grants Sponsor and its affiliates, subsidiaries, licensees, partners, and assigns an irrevocable, perpetual, and royalty-free right to use, reproduce, edit, display, transmit, prepare derivative works of, modify, publish, and otherwise make use of the submitted entry, including without limitation any non-commercial and commercial use. Entrant understands and agrees to have Entrant's submitted Eye Health Story publicly displayed on Sponsor websites, social media channels, and/or on or through other mediums as determined by Sponsor. By entering, Entrant agrees to sign any licenses, consents and/or releases as Sponsor in its sole discretion deems necessary in connection with the use of Entrant's submitted entry to be eligible to win a prize. Unless otherwise specified, Sponsor will not use full names when sharing Entrant's Eye Health Story.

Entrant agrees that Sponsor shall have no obligation to post, display, or otherwise make publicly available Entrant's submitted Eye Health Story, and Sponsor may, in its sole discretion, remove or delete an Entrant's submitted Eye Health Story from Sponsor websites, Sponsor social media pages, or in other published locations.

Sponsor rights include but are not limited to the right to modify, censor, compress, edit, affix logos to, and to otherwise alter or make use of the submitted entry.

**Personally Identifiable Information:** By entering this Contest, Entrant agrees that Sponsor may utilize Entrant's identifiable information, such as name, address, email address, or phone number to contact Entrant.

**Disqualification:** Any false information provided by Entrant in a submitted entry may result in the immediate disqualification of the Entrant from the Contest. Sponsor further reserves the right to disqualify any Eye Health Story that it believes in its sole discretion infringes upon the rights of any third party, does not comply with these Rules, or violates U.S. or applicable state or local law.

**Sponsor Right to Suspend or Terminate the Contest and Modify Rules:** In the event the Contest is compromised in any way which corrupts or impairs the administration or fairness of the Contest,

Sponsor reserves the right, in its sole discretion, to suspend or terminate the Contest at any time. Such events may include but are not limited to computer viruses or a security breach. Should the Contest be suspended or terminated prior to the expiration of the Contest Period, Sponsor reserves the right to award prizes based on eligible entries received prior to the termination date.

Sponsor reserves the right to amend these Rules at any time.

ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

**Limitation of Liability:** By entering, Entrant agrees to release and hold harmless Sponsor and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) Entrant's participation in the Contest and/or Entrant's acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware, or software; (iii) the unavailability or inaccessibility of, or errors in, any transmissions or telephone or Internet service; (iv) a Winner's failure to receive notices due to such Winner's spam, junk email, or other security settings or for the Winner's provision of incorrect or otherwise non-functioning contact information; (v) late, lost, delayed, damaged, misdirected, incomplete, illegible, or unintelligible entries; (vi) any condition caused by events beyond the control of Sponsor that may cause the Contest to be disrupted or corrupted, including without limitation unauthorized human intervention in any part of the entry process or the Contest or electronic or human error which may occur in the administration of the Contest or the processing of entries; or (vi) any printing or typographical errors in any materials associated with the Contest.

The receipt by a Winner of any prize offered in this Contest is conditioned upon compliance with any and all federal and state laws and regulations. Any violation of these Rules by a Winner will result in such Winner's disqualification as a Winner of the Contest and immediate termination of all privileges as Winner.

Should a court of law find Sponsor liable for loss or damage, Sponsor's liability will be limited to the cost of entering and participating in the Contest, and in no event shall Sponsor be liable for attorney's fees.

**SPONSOR MAKES NO WARRANTIES, REPRESENTATIONS, OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, AS REGARDS THIS CONTEST.**

**Governing Law and Jurisdiction:** All issues concerning the construction, validity, interpretation, and/or enforceability of these Rules or the rights and obligations of Entrant in connection with the Contest shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without giving any effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws. Except where prohibited, Entrant agrees that any and all disputes, claims, and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action.

**List of Winners:** Sponsor will maintain all records relating to the Contest as required by law. For a list of Winners, send a self-addressed, envelope with your written request to the address below:

2019 #seebeyond2020 Contest  
Jane Balek  
Think About Your Eyes  
225 Reinekers Ln, Suite 700  
Alexandria, VA 22314

**Inquiries or Questions:** Any inquiries or questions regarding this Contest may be sent by email to [info@thinkaboutyoureyes.com](mailto:info@thinkaboutyoureyes.com) by regular mail at the address set forth above.