

2021 ECP SWEEPSTAKES – 2021 Vision Expo West Vision-S 700 Giveaway OFFICIAL RULES

1. Eligibility. No purchase necessary. A purchase will not improve your chance of winning. The 2021 ECP Sweepstakes – _Vision Expo West Vision-S 700 Giveaway (the “Sweepstakes”) is sponsored by Essilor Instruments (“Essilor” or “Sponsor”). In order for an eyecare practice to be eligible to participate in the Sweepstakes, it must: (i) be an independent eye care practice located in one of the fifty (50) United States or District of Columbia; (ii) be in good standing with Sponsor; (iii) be invited by Essilor Instruments to participate in the Sweepstakes; and (v) not be excluded, debarred or suspended from participation in any federal health care program (“Eligible Practice”). The term "federal health care program" is defined at 42 U.S.C. §1320a-7b(f) and includes the Medicare, Medicaid, TRICARE, and certain other government funded health care programs and plans. Void where prohibited, taxed or restricted by law. This is an industry trade promotion and is not open to the general public.

2. Timing. The Sweepstakes begins at 9:30 a.m. Pacific Daylight Time (“PDT”) on September 23, 2021 and ends at 4:00 p.m. PDT on September 25, 2021 (the “Sweepstakes Period”).

3. How to Enter. To enter the Sweepstakes during the Sweepstakes Period, the Eligible Practice must receive a demonstration of Vision-S 700 at the Vision Expo West Essilor Instruments booth #F11065. The Eligible Practice owner or authorized optometrist or ophthalmologist must also allow the Essilor Instruments staff to scan his/her badge for contact information and agree to participate in the Sweepstakes by affirmatively accepting these Official Rules via signing the paper listing these Official Rules. Limit one entry per Eligible Practice during the Sweepstakes Period. Entries and any other correspondence submitted to Sponsor by entrant become the property of Sponsor and may not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, incomplete, damaged, misdirected or postage due entries or other correspondence with participants, and such entries may be disqualified. Entries made through any robotic, automatic, mechanical, programmed or similar entry duplication method are ineligible and will be disqualified.

4. Winner Selection and Notification. Sponsor will conduct a random drawing at the end of the Sweepstakes Period from among all eligible entries received to select a total of one (1) potential prize winner. Odds of being selected depend on the number of eligible entries received. The potential winner will be notified at the email address provided at the time of entry as more fully set forth below. You agree to allow Sponsor to notify you via email. Winner must claim their prize within ten (10) days once they have been notified via email.

5. Prize Details. The verified winner will be awarded one unit of Vision-S 700 refraction station. You agree that you will not sell the prize or charge any person or entity for the prize. Eligible Practices which enter the Sweepstakes understand and agree that their participation in the Sweepstakes creates no obligation: (i) to purchase or order or (ii) to recommend or arrange for the purchase or order of any product or service made or sold by Sponsor or any of its affiliates. By offering the Sweepstakes and associated prizes, Sponsor does not intend to induce any participant (i) to purchase or order or (ii) to recommend or arrange for the purchase or order of any product or service made or sold by Sponsor or any of its affiliates. This applies to all products and services, including any that may be paid for in whole or in part by a federal health care program (such as Medicare, Medicaid, or TRICARE).

You are responsible for any and all applicable federal, state, local and other tax liabilities, resulting from acceptance of the prize. Prizes may not be substituted for cash equivalent, assigned or transferred prior to being awarded. No prize substitutions except Sponsor may substitute a prize of equal or greater value if featured prize becomes unavailable. If a prize or prize notification is returned as undeliverable, or if a potential winner is determined to be ineligible for any reason, the potential winner will be disqualified and the prize will be forfeited. Unclaimed prizes may not be awarded.

6. Release and Indemnity. By entering the Sweepstakes and/or accepting a prize, you agree to indemnify, release and hold harmless Sponsor, its affiliated and parent companies, and each of their

respective officers, directors, shareholders, employees, agents, contractors and representatives (collectively "Released Parties") from any and all liability, damages, rights, claims, actions, losses, costs, expenses, including attorney's fees and expenses (collectively "Losses") of any kind relating to or arising under the Sweepstakes, including, without limitation for or from (a) the acceptance of any prizes or discounts, and (b) publicity, rights of privacy or defamation.

7. Limitation of Responsibility. The Released Parties are not responsible for: (a) lost, late, incomplete, inaccurate, illegible, undelivered, garbled, misdirected, damaged, or lost enrollments; (b) interrupted or unavailable network, server, Internet Service Provider (ISP), website or other connections; (c) other technical failures or difficulties experienced with respect to the Sweepstakes; (d) other errors of any kind, whether human, mechanical, electronic, network, typographical, printing or otherwise, relating to or arising under the Sweepstakes or the earning or receipt of invoice discounts; (e) any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes; or (f) injury or damage to any computer, phone, or network related to or resulting from enrollment or participation in the Sweepstakes.

8. Reservation of Rights. Sponsor reserves the right in its own discretion:

- a. To terminate your participation in the Sweepstakes.
- b. To correct or amend the Official Rules retroactively to the start of the Sweepstakes Period.
- c. To modify or cancel the entire or part of the Sweepstakes for any reason.

9. Dispute Resolution/Choice of Law. Except where prohibited by law, you agree that any and all disputes, claims, and causes of action brought or otherwise asserted against any of the Released Parties that relate to or arise under this Sweepstakes shall be (a) resolved individually, without resort to any form of class action, and exclusively by an action in state or federal court located in the State of Texas; and (b) limited to actual out-of-pocket costs incurred, including costs associated with participating in this Sweepstakes but in no event attorneys' fees and costs. All disputes, including those that involve the construction, validity, interpretation and enforceability of these Official Rules, shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard to conflicts of law principles.

10. Communications. You agree to the receipt of mail, phone calls and/or email at the numbers/emails provided in the enrollment form for all purposes relating to the Sweepstakes and to the receipt of messages about Essilor's products and services.

11. Privacy Policy. Personal information collected in connection with this Sweepstakes is subject to the privacy policy posted on the Sponsor's website.

12. Winners' List. For the names of the winner(s), please send a self-addressed stamped envelope postmarked by October 6, 2021, to Essilor Instruments, ATTN: Shirley Yin-Piazza, ECP Sweepstakes 2021 Vision Expo West Vision-S 700 Giveaway Winners' List Request, 501 E. Corporate Dr., Lewisville, TX 75057.

©2021 Essilor of America, Inc. All Rights Reserved. Essilor is a trademark of Essilor International and/or its subsidiaries in the United States and in other countries. All other trademarks are the property of their respective owners.

Signature: _____

Name: _____

Eyecare Practice Legal Name: _____

Title: _____

Date: 09/____/2021