

OFFICIAL RULES
Unity Via Victories Contest

Exclusive Offer for – Eye Care Professionals

NO PURCHASE NECESSARY TO ENTER OR WIN

PURPOSE

A purchase will not improve your chances of winning. This contest (“Contest”) is offered to Eye Care Professionals (“ECPs”) to promote awareness and education regarding the real world benefits and features of Unity Via Progressive Lenses. Entry in the Contest does not constitute entry into any other promotion, contest, or sweepstakes. By participating in the Contest, each entrant accepts and agrees to comply with and abide by these Official Rules and the decisions of Plexus Optix, Inc., 3333 Quality Drive, Rancho Cordova, CA 95670 (“**Sponsor**”), which shall be final and binding in all respects.

ELIGIBILITY

The Contest is open exclusively to individuals eighteen (18) years of age and over located within the 50 United States and District of Columbia that are ECPs (“Eligible Entrants”). Void where prohibited, taxed, or restricted by law. Limit of one (1) entry per Eligible Entrant applies. Employees of the United States Federal Government and officers, directors, board members, VSP Global Ambassadors and employees of Sponsor and each its subsidiaries, affiliates, advertising and promotion agencies and the immediate family members and/or those residing in the same household of each are ineligible to enter the Contest or win a prize.

Eligibility is subject to the policies of participants’ employers regarding the acceptance of incentive benefits. By participating in the Contest, the Eligible Entrant and the registered principal of his or her practice warrant that the individual is eligible to participate under the applicable federal and state law governing procurement of promotional items or prizes.

Sponsor reserves the right to disqualify any participant if Sponsor determines that the Eligible Entrant’s participation in the promotion or receipt of a reward or prize would violate federal, state, or local law.

CONTEST DETAILS

The Contest will commence on July 19, 2021 at 12:00 a.m. pacific time (“PT”). The Contest will end on December 31, 2021 at 11:59 p.m. pacific time PT (the “Promotion Period”).

How to Enter

- Submit your written story (“Via Victory”) through the contest entry form unitylenses.com/viavictories.
- Submissions will be reviewed by a panel of judges based on adherence to theme, creativity, and grammar.
- Submissions chosen by the panel (“Finalists”) will be posted on the Unity Blog on November 1, 2021. Entrants will be notified if their Via Victory is selected.
- Readers will vote for their favorite Via Victories by clicking the social buttons at the bottom of each post (“Vote”). Voting period runs from November 1, 2021 – December 31, 2021.

The three (3) Via Victories with the most social “likes” (votes) will be declared the winners, and receive the three prizes, with the most shared story receiving the grand prize.

Contest Eligibility and Rules

1. Stories must feature Unity Via Progressive Lenses.

2. Stories must be typed and a minimum of 250 words.
3. Submit your story using the form supplied on the Unity Via Victories landing page (unitylenses.com/via-victories) by 11:59 p.m. PDT on September 30, 2021.
4. As further set forth below, submission of your story constitutes an agreement for your words, in whole or in part, to be shared in or otherwise used by VSP marketing materials, social media, and other communications as appropriate.

Entries must be made by an authorized individual acting on behalf of the Eligible Entrant. Entries made by any other individual or any entity, and/or originating at any other web site or e-mail address will be declared invalid and disqualified for this Contest. Tampering with the entry process or the operation of the Contest, including but not limited to the use of any device to automate the entry process or amount of “Likes” received, is prohibited and any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor’s satisfaction, the affected entry will be deemed ineligible. The Sponsor shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Contest by any technical or human error which may occur in the processing of the entries in the Contest. The Sponsor assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

The Sponsor-selected Panel retains complete and sole discretion over which entries will be posted on the Unity Blog. Sponsor alone shall determine the winners in accordance with Sponsor’s final count of “likes” in Sponsor’s complete and sole discretion.

WINNER NOTIFICATION

The winners(s) will be notified by postal mail or e-mail by Sponsor using the information provided at the time of entry on or around January 31, 2022. If, despite reasonable efforts, a potential winner does not respond within thirty (30) days of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected. Sponsor may successively attempt to contact up to three (3) potential winners of an applicable prize in accordance with such procedure, and if there is still no confirmed winners of such applicable prize after such attempts have been made, if any, such prize may go unawarded.

Potential winners must continue to comply with all terms and conditions of these Official Rules and understand that the results and decisions of Sponsor are final in all respects. Winning is contingent upon fulfilling all requirements. In the event that the potential winner is disqualified for any reason, Sponsor may award the prize to an alternate winner selected in a random drawing from the remaining eligible entries. Alternate winners are subject to all requirements set forth in these Official Rules. Sponsor will make only one attempt to award a prize to an alternate winner, and if prize remains unclaimed or an eligible alternate is not secured, prize may not be awarded.

Selection Criteria and Awards

- All story submissions will be reviewed by a panel of judges, with a select number of Finalists chosen based on the following criteria.
 - Overall adherence to the theme
 - Creativity
 - Grammar

- Finalist's stories will be posted on the Unity Blog on November 1, 2021, allowing readers to vote for their favorite through social buttons at the bottom of each post. Voting ends 11:59 p.m. PST on December 31, 2021.
- Up to three (3) Via Victories with the most Votes will be declared the winners, and receive a prize, with the most-shared story receiving the grand prize.
- Winners will be contacted directly about their awards in the first quarter 2022. The news will also be shared on our website and social media sites.

PAYMENT (THE "PRIZE")

Three (3) Visa Gift Cards will be awarded to up to three (3) vote-getting stories, dependent of the number of entries received and initially selected. The story with the most votes will receive a \$5000 Gift Card ("Grand Prize"), and two (2) runner's up will each receive a \$1000 Gift Card ("Prizes or collectively, The Prizes"). All portions of the prize(s) are non-assignable and non-transferable. Prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other marketing materials are for illustrative purposes only. Actual prize(s) may vary from the prizes pictured. All details and other restrictions of the Prize not specified in these Official Rules will be determined by Sponsor in its sole discretion. No cash alternative or substitution of the prize will be allowed, except Sponsor reserves the right in its sole discretion to substitute prize of comparable value if any prize listed is unavailable, in whole or in part, for any reason. In the event of a tie, the Grand Prize or Prize Winners will be selected by the Sponsor. The Prize Winners shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. Potential winner(s) will be required to execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "**Prize Claim Documents**"). If any potential winner fails or refuses to sign and return all Prize Claim Documents within ten (10) days of prize notification, the winner may be disqualified and an alternate winner may be selected.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Contest WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH 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.

For any legally required winner's list, please send a self-addressed stamped envelope by January 31, 2022 to VSP Optics Contest, 3333 Quality Drive, Rancho Cordova, CA 95670.

AGREEMENTS

Cancellation

Cancellations with reasonable notice can be made by contacting Unity@vsp.com. Sponsor will make reasonable efforts to remove any cancelled entries, but cancellations are not guaranteed. Cancelled entries remain the sole property of Sponsor.

Sponsor reserves the right to cancel, modify, suspend, or pause this Contest at any point in time for any or no reason.

Communication

By participating in the Contest, each Eligible Entrant unconditionally consents and agrees to periodically receive promotional collateral for the Contest, including e-mails, texts, faxes, or direct mail.

GENERAL LIABILITY RELEASE/FORCE MAJEURE: Acceptance of a prize constitutes winner's permission for the Sponsor to use Eligible Entrant's name, image, trademark, contact information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Eligible Entrants agree that Sponsor (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Contest or any Contest related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant's, or any other person's, computer system which is occasioned by accessing the Website or otherwise participating in the contest, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the contest or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the contest, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. If a dispute as to the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Sponsor reserves the right to modify, extend, suspend, or terminate the contest if it determines, in its sole discretion, that the Contest is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the contest as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the contest. If the contest is terminated before the designated end date, Sponsor will (if possible) select the winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. If for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly

authorized representative of Sponsor. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

Healthcare Programs

Federal antikickback law provides for criminal and or/civil liability for inducements related to any product for which payment may be made by a federal healthcare program or federally funded state healthcare program, including Medicaid and Medicare (collectively, "Federally Funded Programs"). Some states have similar antikickback laws ("State Laws").

It is the policy of Sponsor to comply with all applicable laws; however, Sponsor has no way of knowing whether any specific transaction will be paid by a Federally Funded Program, or otherwise covered by State Laws. Accordingly, it is the Eligible Entrant's sole responsibility to determine if a transaction is eligible for participation in this Contest, and the Entrant shall notify Sponsor in writing of any transactions that should be excluded.

Any transaction for which payment will be made, in whole or in part, by any Federally Funded Program, or which is otherwise covered by State Laws, isn't eligible for participation in this Contest. In consideration for allowing a practice to participate in this Contest, the principal for that practice acknowledges his/her intent to abide by these terms. Sponsor disclaims any and all responsibility for the practice's decision to participate in this Contest.

No purchase, recommendation, or prescription necessary. Nothing herein obligates Eligible Entrant or any other health care practitioners to purchase, recommend, or prescribe any products or materials. All prescriptions, recommendations, and medical advice shall be those of each Eligible Entrant alone, in consultation with his or her patients, and in accordance with each Eligible Entrant's absolute independent medical judgment and decision making. Sponsor expects that each Eligible Entrant and each Eligible Entrant's office educates each patient as to each and all of their options and the appropriateness of each and all potential purchases. Final purchase decisions must be based on best interest of patients and not necessarily what is most profitable or otherwise beneficial for the Practice, Eligible Entrant, or Sponsor. Eligible Entrant shall comply with all State and Federal laws, including applicable Medicare Laws, rules, and CMS instructions, pertaining to Eligible Entrant and Eligible Entrant's practice, as well as the requirements of any other insurer or payor. Eligible Entrant shall at all times be responsible for assuring the quality of health care and related services rendered. In entering into this Contest, it is the Parties' intention and purpose to comply all applicable law and it is not a purpose or the intent of either Party to induce the other Party to engage in conduct that is prohibited by any law or to otherwise disobey or disregard the law.

If required by state or federal law, Sponsor will report any transfer of value to a covered recipient to the state and/or federal government in accordance with industry practices and in compliance with transparency laws such as the Sunshine Act.

SUBMISSIONS

Release. Eligible Participant, on behalf of Participant and on behalf of others and each and all of Eligible Participant's heirs, legal representatives and assigns, and without further action or approval required, does hereby irrevocably agree and grant to Sponsor, including its subsidiaries and affiliates, as well as its/their directors, officers, employees, agents, representatives and/or contractors ("VSP") the following ("Release"):

1. The unlimited right and permission to use, reuse, distribute, publish, and republish, in whole or part, my Contest submission(s), testimonial(s), statement(s), and/or image(s) in any electronic, broadcast, printed and/or other form of medium or social media, including

- all Web sites maintained, operated by and/or affiliated with Sponsor in conjunction with its business related publicity and/or media relations activities, including, but not limited to this Contest;
2. Waive any and all right to inspect and/or approve the finished product(s), copy(ies) and/or printed matter that may be used in connection herewith/therewith, and/or the use to which it may be applied; and
 3. Release and agree to indemnify and hold harmless Sponsor from any and all liability, including, but not limited to, claims for libel and right to privacy, in connection with this matter.

Ownership Rights. Eligible Participant further warrants and represents that each and every Contest submission is the sole intellectual property of Eligible Participant and that Eligible Participant has all rights necessary to transfer full and complete ownership over each and every Contest submission to Sponsor. Eligible Participant hereby irrevocably grants and conveys all ownership rights in each and every submission to Sponsor, regardless of whether such submission is selected by the Panel and/or a winner. Cancelled entries remain the sole property of Sponsor.

PHI & PII. In no case shall Eligible Participant include any Protected Healthcare Information ("PHI") or Personally Identifiable Information ("PII") in a submission. Inclusion of PHI or PII shall be grounds for disqualification. Sponsor does not seek any PHI or PII in connection with this Contest. It is Eligible Participant's responsibility to ensure that no PHI or PII is disclosed. Please see Sponsor's [privacy policy](https://vspglobal.com/cms/footer/termservice.html) posted at <https://vspglobal.com/cms/footer/termservice.html> regarding the use of personal information collected in connection with this promotion.

DISPUTE RESOLUTION/CHOICE OF LAW

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 CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

ARBITRATION PROVISION: By participating in this Contest, each entrant agrees that (1) any claim, dispute, or controversy (whether in contract, tort, or otherwise) the entrant may have against the Sponsor arising out of, relating to, or connected in any way with the Contest, the awarding or redemption of any prize and/or the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (2) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("**FAA**"), 9 U.S.C. §§ 1-16; (3) the arbitration shall be held in Sacramento, California; (4) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable participant may have entered into in connection with the Contest; (5) the arbitrator shall apply California law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (6) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only the entrant's and/or the applicable Sponsor individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) the arbitrator shall not have the power to award punitive damages against the entrant or any Sponsor; (8) in the event that the administrative fees and deposits that must be paid to initiate arbitration against any Sponsor exceed \$125 USD, and the entrant is unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Sponsor agrees to pay them and/or forward them on the entrant's behalf, subject to ultimate allocation by the arbitrator. In addition, if entrant is able to

demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of entrant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (9) with the exception of subpart (6) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (6) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither entrant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at www.jamsadr.com.

TAMPERING OR INTERFERENCE

ANY ATTEMPT BY ANY INDIVIDUAL OR GROUP TO DELIBERATELY DAMAGE THE CONTEST WEBSITE OR ANY OTHER WEBSITE OF SPONSOR, OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

SPONSOR RESERVES THE RIGHT IN ITS SOLE DISCRETION, TO DISQUALIFY ANY INDIVIDUAL WHO TAMPERS OR OTHERWISE INTERFERES WITH THE CONTEST.

PRIVACY POLICY

Please see Sponsor's [privacy policy](https://vspglobal.com/cms/footer/termsofservice.html) posted at <https://vspglobal.com/cms/footer/termsofservice.html> regarding the use of personal information collected in connection with this promotion.

CONTACT

Inquiries related to signing up for the Unity Via Victories Contest should be directed to unity@vsp.com.