

## OFFICIAL RULES

### UBA Virtual Spring Conference Men's Nike Sunglasses or Women's Nine West Sunglasses Giveaway

#### Exclusive Offer for UBA Virtual Spring Conference attendees

#### NO PURCHASE NECESSARY TO ENTER OR WIN

#### PURPOSE

A purchase will not improve your chances of winning. This **UBA Virtual Spring Conference Men's Nike Sunglasses or Women's Nine West Sunglasses Giveaway ("Sweepstakes")** is offered to **UBA Spring Conference attendees ("Entrants")** to encourage business with VSP Vision Care. Entry in the Sweepstakes does not constitute entry into any other promotion, contest, or sweepstakes. By participating in the Sweepstakes, each Entrant accepts and agrees to comply with and abide by these Official Rules and the decisions of VSP Vision ("Sponsor"), which shall be final and binding in all respects.

#### ELIGIBILITY

The Sweepstakes is open exclusively to professional practices located within the 50 United States and District of Columbia that are over 18 years of age. Void where prohibited, taxed, or restricted by law. Limit of one entry per eligible Entrant applies. Employees of the United States Federal Government and officers, directors, 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 sweepstakes or win a prize.

Eligibility is subject to the policies of participants' employers regarding the acceptance of incentive benefits. By participating in the sweepstakes, the registered principal of the practice warrants that the entrant 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 Practice's participation in the promotion or receipt of a reward or prize would violate federal, state, or local law.

#### SWEEPSTAKES DETAILS

The Sweepstakes will commence during the UBA Virtual Spring Conference [on May, 4, 2020 at 8:00am CST](#). [The Sweepstakes will end on May, 5, 2020 at 2:00pm CST](#) (the "**Promotion Period**").

#### How to Enter

Eligible Practices must enter to win by visiting the VSP virtual booth at the UBA Conference and completing the online form. **Limit one entry per employee, regardless of the method entry.**

Multiple entries received from the same person will be disqualified. Entries must be made by an authorized individual acting on behalf of the Eligible Practice. 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 Sweepstakes. Tampering with the entry process or the operation of the sweepstakes, including but not limited to the use of any device to automate the entry process, 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 Sweepstakes by any technical or human error which may occur in the processing of the entries in the Sweepstakes. The Sponsor assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

### **Drawings**

At the end of the Promotion Period, the winner(s) will be selected in a random drawing from among all eligible entries received. The drawing will be conducted by Sponsor or its designee using randomization methods selected by Sponsor in its sole discretion. Odds of winning depend on the number of eligible entries received.

### **WINNER NOTIFICATION**

The potential winner(s) will be notified by e-mail by May 15, 2020 using the information provided at the time of entry on or around May 4, 2020 through May 5, 2020. 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.

### **PRIZE**

The winner will be able to select one (1) pair of sunglasses from a previously decided upon selection predetermined by the Sponsor ("Prize"). The approximate retail value of the Prize is \$500 but dependent on the Prize selected by Entrant. 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 Sweepstakes 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. The Grand Prize winner 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 Sweepstakes. 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 June 5, 2020 to Laneisha Teat at 3333 Quality Dr, Rancho Cordova, CA 95670.

**AGREEMENTS**

**Cancellation**

Cancellations (with reasonable notice) can be made by contacting Sponsor at the conference booth at any time.

**Communication**

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

**GENERAL LIABILITY RELEASE/FORCE MAJEURE:** Acceptance of a prize constitutes winner's permission for the Sponsor to use Eligible Practice'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 Practices 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 Sweepstakes or any Sweepstakes 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 Sweepstakes, 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 Sweepstakes 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 Sweepstakes, 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 Sweepstakes if it determines, in its sole discretion, that the Sweepstakes 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 Sweepstakes 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 Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of 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 Sweepstakes. If the Sweepstakes 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 Practice's sole responsibility to determine if a transaction is eligible for participation in this Sweepstakes 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 Sweepstakes. In consideration for allowing a practice to participate in this Sweepstakes, 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 Sweepstakes.

#### **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 SWEEPSTAKES 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 Sweepstakes, 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 Sweepstakes, 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 Sweepstakes; (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](http://www.jamsadr.com).

#### **TAMPERING OR INTERFERENCE**

ANY ATTEMPT BY ANY INDIVIDUAL OR GROUP TO DELIBERATELY DAMAGE THE SWEEPSTAKES WEBSITE OR ANY OTHER WEBSITE OF SPONSOR, OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES 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 SWEEPSTAKES.

#### **PRIVACY POLICY**

Please see Sponsor’s [privacy policy](#) posted on VSP’s website regarding the use of personal information collected in connection with this promotion.

#### **CONTACT**

Inquiries related to signing up for the Sweepstakes should be directed Laneisha Teat at 3333 Quality Dr, Rancho Cordova, CA 95670.

#### **PRIVACY POLICY LINKS**

VSP Vision Care – <https://www.vsp.com/privacy.html>