

1-800 Contacts

Fulfill My Vision Contest

OFFICIAL RULES

No purchase necessary to enter or win. Void where prohibited. A purchase will not increase your chances of winning. By entering, you understand that you are providing your information to the Sponsor. The information you provide will only be used in accordance with the Sponsor's privacy policy which may be viewed at <https://www.1800contacts.com/privacy/privacy-policy>

1. Entry Date:

The Fulfill My Vision Contest ("**Contest**") Entry Period begins at 12:00:01 a.m. Mountain Time ("**MT**") on Thursday, July 8, 2021 and ends at 5:00 p.m. MT on Friday, July 27, 2021 ("**Contest Entry Period**"). All eligible entries will be judged by the judges designated by Sponsor ("**Judges**") based on pre-defined judging criteria, as later described in these Official Rules, to select twenty-five (25) winning entries.

2. Eligibility:

The Contest is open only to legal residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older at the time of entry. The Contest is sponsored by 1-800 Contacts, Inc., 261 Data Drive, Draper, UT 84020 ("**Sponsor**"). Employees of Sponsor, Cohen-Friedberg Associates, LLC, Framingham, MA 01702 www.cfapromo.com ("**Administrator**"), Allison + Partners, and each of their respective parents, affiliates, subsidiaries, advertising and promotion agencies (collectively the "**Contest Entities**"), and the immediate families (spouse, parents, children and siblings and "step" relations, and their respective spouses, regardless of where they reside) and individuals living in the same households of any of the foregoing individuals, whether or not related, are ineligible to participate or win a prize. The Contest is subject to all applicable federal, state and local laws and regulations. Sponsor reserves the right to require a potential prize winner to submit to a confidential background check to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the Contest will not bring the Contest or the Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Contest as determined by Sponsor in its sole discretion.

3. How To Enter:

Eligible Entrants may enter the Contest by visiting the Sponsor's Contest site at www.fulfillmyvision.com during the Contest Entry Period and following the directions to complete and submit all of the required information on the Official Entry form (collectively with the Essay and any photo or video submission (if a photo or video is submitted), the "**Entry**").

Entrants may nominate other individuals ("Nominee") to receive a Contest Prize. A Nominee must meet the same eligibility criteria as an Entrant.

Contest Theme

- 1-800 Contacts is belatedly celebrating 25 years of helping people with their vision care by making people's visions for 2020 come true this year. A REvision, if you will. Whether it was a honeymoon, a birthday, a business expansion, a big trip, or a family holiday....tell us about your plans and we'll select our favorites and make them a reality.
- REvisions are limited to those visions that were unable to be fulfilled in 2020.

Entry submission process:

- Complete all of the required information on the Entry form.

- Submit an essay (maximum of 150 words), describing why you, or your Nominee, deserves to have your/their vision fulfilled along with describing the vision (collectively the “**Essay**”).
- **OPTIONAL:** You may submit an original photo (with caption), or video (not to exceed 3-minutes in length), supporting the above Essay.

Sponsor reserves the right to not award all prizes if, in its sole discretion, it determines it has not received a sufficient number of qualified eligible Entries. A qualified entry will be defined as an Entrant that complies with these Official Rules (i.e., age, legal resident of the U.S., and submits an eligible Essay).

All Entries must be received by 5:00 p.m. MT Friday, July 27, 2021, to be considered. Entries will only be accepted in English. Entries generated by script, macro or other automated means and entries by any other means which subvert the entry process or are otherwise not in compliance with these Official Rules are void. **Limit** one (1) entry per person during the Entry Period, however more than one member from the same family may enter. If multiple Entries are received from the same person utilizing multiple email addresses, the Judges may use their discretion to select the entry submission and/or disqualify the Entrant from participation in this Contest. Entries become the property of the Sponsor and will not be acknowledged or returned. Except as otherwise provided herein, Sponsor will not enter into any correspondence with an Entrant regarding an Entry. Entry must be Entrant’s own original work, be true and verifiable, cannot be previously published or submitted in connection with any other contest, may not be offensive or inappropriate and may not contain profanities or obscenities nor depict Contest Entities unfavorably, as determined by Sponsor or the Administrator in their sole discretion. Entries must be consistent with the images of the Contest Entities and must not defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon or violate any person’s personal or property rights or any other third party rights. Sponsor reserves the right in its sole and absolute discretion to disqualify any Entry it determines does not comply with these requirements or these Official Rules.

Proof that you uploaded an Entry does not constitute proof or evidence that it was received within the Contest Entry Period or eligible for the Contest. Sponsor reserves the absolute right to disqualify and/or immediately remove any Entry in whole or in part for any reason within its sole and absolute discretion. Without limiting the foregoing, Entries will be disqualified if Sponsor believes the Entry is not in the spirit of the Contest, is not compliant herewith, or will have a detrimental impact on Sponsor, this Contest, or any of Sponsor’s or other Contest Entities’ brands, products or services.

4. License: Entrant grants to Sponsor an exclusive, worldwide, perpetual, irrevocable, unrestricted, royalty-free, sub-licensable right and license to exploit Entrant’s Entry and any person’s property (physical, personal, and indicia) contained therein in any media now or hereafter known, without any payment or other consideration of any kind, or permission or notification, to you or any third party, without limitation. The foregoing grant includes, without limitation, the right to reproduce, alter, amend, display, broadcast, edit, publish, use, merchandise, license, sublicense, and adapt the Entry in any and all media now or hereafter known, throughout the world, for any purpose, whether commercial in nature or otherwise, including in contexts and circumstances that result in your Entry being associated with Sponsor or others. Accordingly, you hereby waive any objection to, such use, distribution, reproduction or display of your Entry, and any claim for compensation whatsoever in connection therewith. Such waiver shall include any claim for infringement of any so-called “Moral Right,” “Droit Moral” or similar right or interest.

5. Entry Compliance: Entries must be complete, compliant with these Official Rules including, but not limited to, the Content Restrictions, as defined below and any instructions communicated on Sponsor’s Website, submitted via the stated Entry method used to facilitate Entry, and received by Administrator within the Contest Entry Period. Entries submitted via any other Entry method will not be accepted. Multiple Entrants are not permitted to share the same device or email address. Normal internet access and device usage charges imposed by your mobile plan and/or on-line service may apply to Entry via mobile device. For those Entrants entering with a mobile device: Contest may not be available via all mobile carriers.

The person submitting an Entry will be deemed the Entrant (“**Entrant**”). Each Entrant warrants and represents the following with respect to Entrant’s Entry: (a) Entrant is the sole and exclusive owner of the

Essay and optional video or photo and has obtained the necessary rights and consents to enter the Contest and to grant the rights and permissions required herein; (b) the Entry does not infringe on or violate any rights of any third parties; (c) the Entry does not include individuals under legal age of majority. Entrants must not include any of the following content (the “**Content Restrictions**”) in any Entry: (i) pornography, indecent or obscene content or any other sexually-explicit material; (ii) materials relating to lotteries or gambling; (iii) explicit language or content, images of violence, or promotion of illegal activities; (iv) content in violation of intellectual property rights or laws; (v) libelous, defamatory, disparaging, tortious or slanderous content; (vi) content that denigrates, disparages or reflects negatively on Sponsor, and/or the owners and employees of Sponsor; (vii) content that promotes tobacco, alcohol or illegal drugs; (viii) content that includes or promotes dangerous stunts or activities; (ix) real weapons of any kind including, but not limited to, guns, knives or projectiles; (x) content that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any other basis protected by federal, state or local law, ordinance, or regulation; (xi) audio and/or visual content owned by any third party (e.g., recorded music; pre-produced video, etc.); (xii) content that has been copied or plagiarized; and (xiii) content that is unlawful, or otherwise in violation of or contrary to the laws or regulations in any state where the Entry is created. Sponsor may, in its sole and absolute discretion, disqualify any Entry it deems inappropriate, in violation of the Content Restrictions, and/or unsuitable for publishing or otherwise non-compliant with these Official Rules. In the event that an Entry is edited, removed or disqualified, Entrant is not relieved from responsibility for compliance with these Official Rules. By entering the Contest you authorize Sponsor to use your Entry on www.fulfillmyvision.com (“**Sponsor’s Website**”) without compensation, and you grant to Sponsor the right to modify your Entry by any means and in any manner and to reproduce, promote and otherwise use or not use the Entry as it sees fit. Entrant grants Sponsor a worldwide, irrevocable, royalty-free, transferrable, and perpetual right and license to reproduce, publish, distribute, display, create derivative works, and edit all Essays, photos, or videos from an Entry in any Sponsor media. An Entry does not guarantee selection as a prize winner in the Contest. By entering the Contest, each Entrant agrees to the potential posting of such Entrant’s name, Nominee’s name (if applicable), and Entry on Sponsor’s Website and any other website or social media network affiliated with Sponsor. Submission of your Entry constitutes your consent to participate in the Contest and consent for Sponsor to obtain, use, and transfer your personal details for the Contest administration purposes.

Partial or incomplete/piecemeal Entry submissions WILL NOT BE ACCEPTED AS CONTEST ENTRIES and shall not be eligible for any prize. ENTRIES MUST COMPLY WITH ALL CONTENT GUIDELINES AND ALL OTHER OFFICIAL RULES.

Entrant will be able to review his or her Entry prior to submission, but once any Essay, photo, or video is submitted, Entrant cannot access/revise such Entry in any way. Entries made on another’s behalf by any individuals or other entities, including but not limited to, commercial contest/promotion subscription notification and/or entering services, will be declared invalid and disqualified for this Contest. Tampering with the Entry process or the operation of the Contest 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. By entering or attempting to enter, all participants and/or Entrants release the Sponsor, Administrator, Contest Entities, and their parent, subsidiary and affiliated entities including all of their respective shareholders, officers, directors, employees, agents, attorneys, successors and assigns from and against all claims and damages arising out of or in connection with each Entrant’s participation and/or Entry in the Contest and/or his/her receipt or use of the prize awarded in this Contest.

Sponsor is not responsible for problems downloading or uploading any Contest-related information or Entry to or from Sponsor’s Website or for any other technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, or phone lines, , including on account of technical problems, traffic congestion on the internet or Sponsor’s Website, or any technical or other problems related to Entries or the Contest including telecommunication miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an Entrant’s or prospective Entrant’s ability to participate in this Contest.

6. Judging Criteria:

All eligible Entries will be judged based on the equally weighted criteria listed below by a panel of qualified judges selected by the Sponsor at its absolute sole discretion:

- Creativity
- Adherence to the contest Theme
- Originality of vision
- Need of Entrant or Nominee (if applicable) based on entry
- Emotional appeal
- Financial considerations and feasibility

Subject to verification of eligibility and compliance with these Official Rules, the twenty-five (25) Entries with the highest judging scores will be deemed potential winners. In case of a tie in any prize category a third party “tie-breaking” judge, selected by the Sponsor, at its sole discretion, will judge the tied entries based on the above stated criteria, to determine the winning entry.

7. Winner Notifications & Required Documents:

Sponsor, Administrator, or its designee will attempt to notify the Entrants of the twenty-five (25) highest judging score Entries via telephone and/or email on or about August 31, 2021. If any e-mail to a potential winner is undeliverable, any phone number provided by a potential winner is incorrect or no longer in service, a response to any given e-mail or phone call is not received in compliance with the instructions in Sponsor’s or its designee’s notification within three (3) business days of date of its issuance or attempted notification or any potential winner does not comply with these Official Rules, the opportunity to receive a prize in the Contest may be forfeited and, at Sponsor’s discretion, another potential winner with the next highest judging score may be selected. If a potential winning Entry includes a Nominee, the Nominee is considered the potential winner (and, if applicable, confirmed Winner) in place of the Entrant. A Nominee potential winner must consent to these Official Rules in order to qualify as a Winner.

Potential winners will be required to execute and return an Affidavit of Eligibility and Liability Release as required by the Sponsor and a W-9 tax payer request for identification form, to the Administrator within five (5) calendar days after notification is received in order to claim their prize. Failure to return the required documents to the Administrator in the designated manner will cause the potential winning entry to become void and an alternate Prize winner may be selected. A potential winner becomes a “**Winner**” upon compliance verification of the Entry and completion of the required documents by the Entrant (or Nominee, if applicable). Winner will also receive a tax form 1099 at year end for the value of the prize. Winner must provide Sponsor with Winner’s social security number and address for the 1099 form. All prizes are awarded “as is” with no warranty or guarantee, either express or implied by Sponsor. Prize Winner may not substitute, assign or transfer Prize.

After Winner’s receipt of a Prize, Sponsor may ask Winner to send to Sponsor or post to social media (or Winner may send or post unsolicited) email responses, photos, videos, or other media relating to the Prize or the REvision submitted in the Entry (the “**Prize Media**”). Winner’s receipt of a Prize is not contingent on Sponsor’s receipt of any Prize Media. For Prize Media that is sent to Sponsor or posted to social media (with Sponsor tagged in the post), Winner grants Sponsor a worldwide, irrevocable, royalty-free, transferrable, and perpetual right and license to reproduce, publish, distribute, display, create derivative works, and edit all Prize Media in any Sponsor media or advertising.

8. Prizes:

Each, a “Prize.”

Five (5) Grand Prizes : \$10,000

Five (5) First Prizes: from \$5,000 to \$7,000

Fifteen (15) Second Prizes up to \$5,000

The First and Second Prize amounts will be determined based on the cost to fulfill the Winner's vision as determined by the Sponsor in its sole discretion. Prize to be awarded via check in the name of the Winner. For the avoidance of doubt, if a winning Entry contains a Nominee, the Nominee is the Winner.

9. General Rules:

The Contest is governed by the laws of the United States, State of Utah without regard its conflict of laws principles with venue in State of Utah, and all claims must be resolved in the courts of Utah. As a strict condition of participating in the Contest, Entrants and their Nominee (if applicable) agree; (a) to abide by these Official Rules, and to the decisions of Sponsor and the Judges, which shall be final and binding in all respects; (b) to the use of their names and/or likenesses and/or biographical data by Sponsor and its designees for advertising, promotional and other purposes in any and all media now or hereafter known throughout the world without compensation, permission or notification (except where prohibited by law); (c) THAT CONTEST ENTITIES (collectively the "Released Parties") SHALL HAVE NO LIABILITY AND SHALL BE HELD HARMLESS FOR ANY DAMAGE, LOSS OR INJURY TO AN ENTRANT OR ANY THIRD PARTY RESULTING FROM PARTICIPATION IN THIS CONTEST OR THE USE OR MISUSE OF ANY PRIZE. PRIZES ARE AWARDED "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES EXCEPT FOR ANY "IN THE BOX" WARRANTY THAT MAY BE PROVIDED WITH A PRIZE; (d) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT OF POCKET EXPENSES, IF ANY; (e) ALL CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS CONTEST, OR ANY COMPENSATION OR CREDIT TO BE PROVIDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND (f) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARD SHALL BE LIMITED TO ACTUAL OUT OF POCKET COSTS INCURRED, IF ANY, AND IN NO EVENT SHALL ENTRANT BE ENTITLED TO RECEIVE ATTORNEYS' FEES OR OTHER LEGAL COSTS OR EXPENSES. By accepting a prize, each winner agrees to release and hold harmless Released Parties from and against any damage, loss or injury resulting from the use or misuse of any prize or Released Parties' use of any rights granted herein. Released Parties are not responsible for lost, interrupted or unavailable network, server or other connections, miscommunications, failed phone, computer or telephone transmissions or technical failure, jumbled, scrambled or misdirected transmissions, scoring errors or other problems or errors related to participation in the Contest or other errors or problems of any kind whether typographical, printing, human, mechanical, computer, electronic or otherwise relating to or in connection with the Contest, including, without limitation, errors or problems which may occur in connection with the administration of the Contest, the processing or judging of Entries, the incorrect uploading of any Essay or optional photo or video, the announcement of the prizes or in any Contest-related materials or for any damage to your or other person's computer hardware or software as a result of participation. Released Parties are not responsible for Entries and any Contest communications that are late, lost, stolen, incomplete, inaccurate, undelivered, misdirected, garbled or delayed by computer transmissions. Persons found tampering with or abusing any aspect of this Contest or who are in violation of these Official Rules as solely determined by the Judges will be disqualified and all associated Entries will be void. Every submission must be manually entered by the individual participant and repetitive automated electronic submission of Entries is specifically disallowed. In the event the Contest is compromised by virus, bugs, non-authorized intervention or other causes which corrupt or impair the administration, security, fairness or proper play of the Contest, or if Contest is unable to run as planned for any other reason, Sponsor reserves the right in its sole discretion to suspend or terminate the Contest or any portion thereof and/or terminate

the participation of any participant (and void his/her entry) whose conduct potentially compromises the Contest and, if terminated, at Sponsor's discretion, judge all eligible, non-suspect Entries received up to time of such action using the applicable judging procedures outlined above.

ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING LEGAL FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

10. Winners List: For names of the winners (available after August 31, 2021), go to www.fulfillmyvision.com

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