



“UV Awareness and Sun Protection Sweepstakes” Official Terms & Conditions

Program Overview

Carl Zeiss Vision, Inc. (the “**Sponsor**”) is offering this consumer promotion to encourage UV awareness associated with ZEISS eye care products. Eligible consumers must 18 years of age or older and legal U.S. or District of Columbia residents. This is the “UV Awareness and Sun Protection Sweepstakes” promotion (“**Promotion**”) ZEISS will donate \$2 for every registration it receives (up to \$10,000) the American Cancer Society. Additionally, ZEISS will award one (1) consumer grand prize for each of the four drawing periods below.

Drawing Periods

The 1st drawing period begins July 1, 2018 and ends September 31, 2018

The 2nd drawing period begins October 1, 2018 and ends December 31, 2018

The 3rd drawing period begins January 1, 2019 and ends March 31, 2019.

The 4th drawing period begins April 1, 2019 and ends June 30, 2019.

Entries received in any given drawing period will be eligible for the consumer grand prize in that drawing period as well as the grand prizes in any subsequent drawing periods listed above. Winners for each of the drawing periods will be selected on or about the 10th business day following the close of the respective drawing period. Potential winners will be contacted the same day of the drawing by the email address and phone number associated with their entry, asked to confirm prize acceptance and provide a mailing address for the purposes of fulfillment. Failure to respond to Sponsor’s first prize notification within 7 days will result in disqualification and the selection of an alternate winner.

How to Enter the Promotion

Visit <http://premieroffer.zeiss.com/sweepstakes> and complete the registration form with your first/last name, street address, city, state, zip code, email address and your phone number. Participation is limited to one (1) entry per person.

Donations to the American Cancer Society

If you are one of the first 5,000 participants who register during the Promotion periods, ZEISS will donate \$2 in your name to the American Cancer Society up to a maximum donation of \$10,000 for all participants combined.

Consumer Prizes

In each of the 4 Promotion Periods, 1 Grand Prize winner will be randomly selected to receive a \$600 gift card from a different sun care product provider of Sponsor’s choice. A total of 4 prizes are available with a total approximate retail value of \$2,400 for all prizes combined.

Additional Program Guidelines

Participation in this Promotion constitutes your full and unconditional acceptance of these Official Terms & Conditions. Employees of Carl Zeiss Vision, Inc. and its affiliates, subsidiaries, sales representatives, retailers, advertising, promotion agencies, and the immediate families of each are not eligible. All Internet access and usage charges are the responsibility of the entrant. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Sponsor is not responsible for any problems or technical malfunctions of any telephone network or lines, computer on-line systems, servers or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems or traffic congestion on the Internet or at any web-site, or any combination thereof, including any injury or damage to entrant's or any other person's computer related to or resulting from participation in the Promotion.

Disputes

Each entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court located in San Diego, California; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Terms and Conditions, or the rights and obligations of entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of California or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of California.

Electronic Transfer of Data

The Sponsor is not responsible for lost, late, illegible, misdirected, mutilated, or incomplete, claims or electronic files. Liability for verification or materials containing printing or other errors is limited to replacement with other printed materials while supplies last.

Anti-Kickback Statute Compliance

To the extent required to satisfy 42 C.F.R. § 1001.952(h) (the anti-kickback statute discount safe harbor regulations) or other applicable laws and regulations, your practice must fully and accurately reflect, in cost reports and other submissions to federal healthcare programs, all such rebates and other discounts and, upon request by the Secretary of the U.S. Department of Health and Human Services or a state agency, must make available information provided to your practice by Carl Zeiss Vision, Inc. concerning the rebates and other discounts. Your practice agrees to pay any and all reasonable costs, including reasonable attorneys' fees, incurred as a result of failure to comply with this statute.

Company Acknowledgment

By participating in the Promotion, you acknowledge and agree that you have read and reviewed the Terms & Conditions of this Promotion and have had the opportunity to seek the professional advice of legal counsel regarding the laws relating to this Promotion and optometry licensing laws in the jurisdiction in which your practice, its doctors, and its healthcare practitioners are licensed to practice. Should your practice fail or neglect to review the Terms & Conditions of this Promotion as provided herein, then your practice shall bear all costs and liabilities incurred in connection with such failure and shall indemnify the Sponsor against any and all claims for such failure to comply.

Independent Medical Judgment

Participating Eye Care Professionals should exercise their best medical judgment in prescribing or recommending lenses without regard to participation in this or any other program. Participating members and their respective practices shall be solely responsible for making all medical, diagnostic, or prescription decisions. Nothing in this Promotion shall be construed to interfere with, limit, or otherwise affect each participating Eye Care Professional's responsibility to a particular patient, or the medical judgment exercised on behalf of a patient. Each participating member shall have the sole discretion to choose products/lenses other than those covered by this Promotion should the participating member, and the practice and its healthcare practitioners, in their best professional, medical judgment, believe that other products/lenses are best for patient care ("**Independent Medical Judgment**").

Contact Information

Carl Zeiss Vision, Inc.
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Carl Zeiss Vision Customer Service
1-800-358-8258