

**2017 VARILUX® X Series™ DISPENSER PROMOTION**  
**OFFICIAL RULES**

1. **Overview.** The 2017 Varilux® X Series™ Dispenser Promotion (the "Promotion") is a promotional program sponsored by Essilor of America, Inc., 13555 N. Stemmons Freeway, Dallas, TX 75234 ("Essilor" or "Sponsor"). The Promotion consists of a scratch off card game where eligible registered eyecare practices ("Registered Practices") receive scratch off game cards ("Scratch Cards") when they make a qualifying purchase, as detailed below. The Registered Practice may distribute each Scratch Card it receives to an "Eligible Employee" (as defined in Rule 6) who may play the Scratch Card and redeem the prize (each a "Reward"), if any, on such Scratch Card.
2. **Official Rules.** These 2017 VARILUX S SERIES DISPENSER PROMOTION OFFICIAL RULES ("Official Rules") shall govern the operation of the Promotion, superseding any and all terms, conditions, rules and practices previously in effect. In the event of a discrepancy between these Official Rules and any advertising or other collateral material, the Official Rules shall govern.
3. **Promotion Periods.** The Promotion is effective from September 22, 2017 through and including December 31, 2017, or until all 100,000 Scratch Cards have been distributed, whichever occurs first (the "Promotion Period"). If any Scratch Cards remain available after the Promotion Period ends, those Scratch Cards will be void and any Rewards associated with them will not be awarded. Winning Scratch Cards must be redeemed (in accordance with Rule 15, below) on or before January 31, 2018.
4. **Eligible Practices.** The Promotion is open to professional eyecare practices only (*i.e.*, not individuals) that: (a) are located in one of the fifty United States or District of Columbia, and (b) are not excluded, debarred, or suspended from participation in any federal health care program ("Eligible Practices"). The term "federal health care program" is defined at 42 U.S.C. §1320a-7b(f) and includes Medicare, Medicaid, TRICARE and certain other government funded health care programs and plans.
5. **Registered Practice.** In order for an Eligible Practice to participate in the Promotion (and before any employees of that Eligible Practice can redeem Rewards on behalf of the Eligible Practice from playing a Scratch Card), a practice owner, officer or director ("Practice Principal") of the Eligible Practice must first register the Eligible Practice in the Promotion. To register for the Promotion, the Practice Principal must agree to participate in the Promotion by visiting [www.EssilorPromo.com](http://www.EssilorPromo.com) directly, or via the link in the email blast advertising the Promotion, and accepting these Official Rules. If an Eligible Practice has not registered prior to an employee's attempt to redeem a Scratch Card, the employee will be notified and directions will be given for how a Practice Principal can complete an Eligible Practice's registration at that time will be provided, and confirmation of online acceptance of these Official Rules will be sent to the email address provided by the Practice Principal. The Practice Principal should notify Essilor immediately if there is any error in registration. Once the registration process is completed, the Eligible Practice will be referred to as a "Registered Practice" and Eligible Employees (as defined in Rule 6, below) may thereafter redeem the Rewards from winning Scratch Cards on behalf of the Registered Practice.
6. **Eligible Employees.** While the Promotion is offered only to Registered Practices, the Rewards in the Promotion will be paid out on behalf of the Registered Practice to its designated "Eligible Employees" which are defined as current bona fide employees of a Registered Practice who are (i) 18 years of age or older, (ii) a legal resident of one of the fifty United States or District of Columbia, (iii) not excluded, debarred or suspended from participation in any federal health care program, and (iv) are given a

Scratch Card to play by the Registered Practice. The following individuals may not participate in the Promotion as an Eligible Employee:

- a. Any person who has an ownership or investment interest in a Registered Practice or a Registered Practice Location; and
- b. Any physician.

**While Eligible Employees may participate in this Promotion on behalf of a Registered Practice, and receive rewards on behalf of a Registered Practice, the Promotion is intended for the benefit of Registered Practices only, and all Rewards, regardless to whom the Registered Practice designates the card Eligible Employee receives the Reward, will be deemed to have been won by the Registered Practice, with any resulting tax liability from such Rewards being the responsibility of the Registered Practice. Essilor will comply with any federal, state and local tax laws in reporting income earned by the Registered Practice.**

Participation of an Eligible Employee in the Promotion, including playing a Scratch Card, redeeming a Scratch Card and making sales of Qualifying Lenses (as defined in Rule 10) is considered to be a part of such Eligible Employee's employment responsibilities and authorized by the Practice Principal.

7. Communications. Registered Practices agree to the receipt of mail, faxes, phone calls and/or email at the numbers/emails provided for all purposes relating to the Promotion.
8. Good Standing. In order to participate this Promotion, a Registered Practice must remain in good standing with Sponsor, which means, among other things, that (a) the Registered Practice must be current on all payments due to Sponsor in accordance with Sponsor's payment terms, and (b) the Registered Practice and all of its owners and employees must be eligible to participate in all federal health care programs.
9. Participating Lab. For purposes of the Promotion, a "Participating Lab" is any authorized Varilux distributor.
10. Qualifying Lenses: For purposes of this Promotion, the following are considered "Qualifying Lenses": All Essilor Varilux®X Series™ lenses sold in a pair (individual lenses are not eligible)
11. Eligible Jobs. For purposes of the Promotion, a "Job" is defined as a single order transaction placed by an Eligible Employee on behalf of his or her Registered Practice for a pair of Qualifying Lenses for a single patient that is fulfilled by a Participating Lab excluding:
  - a. orders that may be paid for, in whole or in part, by a federal health care program ("FHCP Orders"); and
  - b. free product samples, remakes or other Qualifying Lenses that are obtained as part of a warranty fulfillment.

In order for a "Job" to be an "Eligible Job" for purposes of this Promotion, the Job must be ordered from a Participating Lab by the Registered Practice during the Promotion Period.

12. FHCP Orders. Registered Practice's obligation to carve out (*i.e.*, exclude) FHCP Orders is a material requirement of the Promotion. Each Registered Practice is responsible for identifying and carving out FHCP Orders from the Promotion. If a Job constitutes an FHCP Order, the Registered Practice must report that fact to the Participating Lab at the time of the order, but in any event no later than five (5) business days after placing the order with the Participating Lab.
13. Scratch Cards: During the Promotion Period, eyecare practices will receive a scratch off card ("Scratch Card") with each Eligible Job ordered by the eyecare practice. The Scratch Cards will be included with the order with instructions that the Scratch Card is for internal purposes only (*i.e.*, it should not be disseminated to patients/customers) and the Scratch Card should be distributed by the Practice Principal. Scratch Cards should NOT be passed on to any customers. Only a Practice Principal has the authority to distribute Scratch Cards to Eligible Employees. Scratch Cards may be distributed to Eligible Employees in Registered Practice's sole discretion.

To play the Scratch Card and determine if it is a winning Scratch Card or not, using the edge of a coin, an Eligible Employee should gently scratch off the silver box on the Scratch Card. If the Scratch Card contains a prize code, the Eligible Employee will win the Reward (as detailed in Rule 14, below), subject to proper redemption and verification, and provided that the eyecare practice at which the Eligible Employee is working is a Registered Practice. If the Scratch Card does not contain a prize code, it is not a winner. The odds of winning a Reward on a Scratch Card are 1 in 5.

Alternative Entry: To request a Scratch Card without completing an Eligible Job, the Practice Principal of Registered Practices may send a self-addressed, stamped envelope to: Essilor Dispenser Promotion Request, 4228 North Central Expy., Suite 200, Dallas, TX 75206, with a 3"x 5" card containing the Practice Principals first and last name, Registered Practice name, and the business address of the Registered Practice (including street address, city, state, zip code), daytime telephone number (including area code) and email address (optional). Residents of Vermont may omit return postage. Request must be postmarked between 9/12/17 and 1/2/18 and received by 1/8/18. Limit one (1) request per outer stamped mailing envelope. Upon receipt of the Scratch Card, the Practice Principal may distribute the card to an Eligible Employee in such Practice Principal's sole discretion. Sponsor is not responsible for lost, late, misdirected, illegible, incomplete, damaged, postage due or mutilated mail.

14. Rewards: The prize for a winning Scratch Card is five-dollars (\$5.00) to spend at participating coffee locations in the form of an electronic "Coffee Cash" prepaid Mastercard® ("Reward"). Each Eligible Employee of a Registered Practice (as tracked by Eligible Employee email address provided during redemption process) can redeem up to a maximum of five (5) winning Scratch Cards (for a total of \$25.00 in Rewards per Eligible Employee). If and after this threshold is reached, otherwise winning Scratch Cards will become non-redeemable by that Eligible Employee. A maximum of 20,000 Rewards are available to be awarded, for a maximum total prize value of \$100,000. Coffee Cash electronic prepaid cards are subject to the terms and conditions stated on the Coffee Cash card or in the email accompanying the Coffee Cash card when it is delivered. Coffee Cash prepaid cards expire on February 28, 2018. All costs and expenses incurred in connection with redeeming, accepting or using a Reward that are not specifically provided for herein are solely the responsibility of the redeeming Eligible Employee. There is no cash alternative or substitution of prizes, except Sponsor reserves the right in its sole discretion to substitute a prize of equal or greater value if the prize set forth herein becomes unavailable for any reason.
15. Redemption: To redeem a Reward on a winning Scratch Card, on or before 11:59 p.m. Eastern Time on

January 31, 2018, the Eligible Employee who was given the Scratch Card to play by the Practice Principal of a Registered Practice must complete the following steps:

- a. Visit [www.essilorpromo.com](http://www.essilorpromo.com),
- b. Where prompted, insert the general email address for the Eligible Employee's practice.
  - i. Note: If the email address provided does not match the general email address for a Registered Practice, the Eligible Employee may not proceed with redemption until the Practice Principal has completed the registration process. Directions on how to complete the registration process will be provided. Registration by the Eligible Practice must be completed in time for all steps in the redemption process to be completed by January 31, 2018.
- c. If the Eligible Employee has provided the general email address for a Registered Practice, the Eligible Employee will be directed to a screen to enter the 14 digit code from the Scratch Card.
- d. If the 14 digit code is a winning code, the Eligible Employee will complete a redemption form that includes providing the following information: Eligible Employee's first and last name, Eligible Employee's individual email address, a Registered Practice's name, the business address of the Registered Practice, and the Participating Lab and Lab account number associated with the Eligible Job for which the Scratch Card was received (unless the Scratch Card was received via the Alternative Entry method, in which case Participating Lab and Lab account number fields may be left blank). Upon verification of the Scratch Card and Eligible Employee claimant, the Reward will be emailed to the email address provided by the Eligible Employee. Limit five (5) Reward redemptions per Eligible Employee and per email address. (Note: if more than one employee is using the same email address, that will limit the number of redemptions for all such employees sharing that email address). Scratch Card redemption expires on January 31, 2018, and any Rewards associated with any unredeemed Scratch Cards will be forfeited. Coffee Cash expires on February 28, 2018, and any Coffee Cash unused at that time will be forfeited.

16. Responsibility for Taxes. All Rewards are awarded to the Registered Practice, regardless of what Eligible Employee ultimately receives the Scratch Card or Reward. Accordingly, the Registered Practice is responsible for any and all federal, state or local taxes, including payroll taxes, if any on Rewards that are awarded to the Registered Practice whether such Rewards are used.

Sponsor shall charge, and Registered Practices shall pay, sales or use taxes on taxable goods and services, as required by law. Such sales or use taxes shall be included in the cost of the goods or services redeemed and/or purchased. In jurisdictions where Sponsor does not have the legal responsibility to charge and collect sales or use taxes, Registered Practice shall be responsible for paying the relevant taxes to the appropriate taxing authorities directly.

17. General Promotion Terms. Redemption of a Scratch Card constitutes permission for Sponsor and its designees to use the name and address (city and state) of the Registered Practice and Eligible Employee associated with such redeemed Scratch Card for advertising and/or publicity purposes worldwide and in all forms of media now known and hereafter developed, in perpetuity, without further compensation, unless prohibited by law.

Eligible Practices, Registered Practices, Eligible Employees and any other practice participants in this promotion (collectively "Participants") agree that Essilor, Participating Labs, their affiliates and their respective officers, directors, shareholders, employees, agents, contractors and representatives

(collectively "Released Parties") 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 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 Promotion or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, 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. 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.

If due to printing, production or other errors, more Rewards are awarded and/or claimed than intended, previously awarded Rewards may be invalidated and the intended number of Rewards will be awarded in a random drawing from all those submitting purportedly valid Scratch Card redemptions. No more than the number of Rewards set forth in these Official Rules will be awarded. Use of any automated system to participate is prohibited and will result in disqualification.

18. Compliance with Terms. By registering in the Promotion, each Registered Practice agrees to comply with these Official Rules, and understands and agrees that Sponsor's decisions with respect to all aspects of the Promotion, including the construction and meaning of the Official Rules, are final in all respects.
19. Freedom of Choice. Registered Practice understands and agrees that it is under no obligation to do business with Essilor or Participating Labs. Registered Practice covenants and agrees that to the extent that Registered Practice recommends Essilor lenses, including but not limited to Qualifying Lenses, to any of its patients, it will do so in an honest, accurate, complete, and non-coercive manner that is consistent with and honors each patient's freedom of choice.
20. Certification. Registered Practice's eligibility for and continued participation in the Promotion is conditioned upon Registered Practice's (a) certification that Registered Practice is and shall be fully responsible for identifying and carving out all FHCP Orders from the Promotion, and (b) agreement to inform the Participating Lab of any FHCP Orders that need to be removed from the Promotion within five (5) days of placing a FHCP Order.
21. Compliance with Laws. Essilor and Registered Practice each covenants and agrees that it will comply with all applicable federal and state laws and regulations, including, but not limited to, the federal health care program anti-kickback statute, 42 U.S.C. §1320a-7b(b) (the "Anti-Kickback Statute"), as well as applicable laws and regulations governing the procurement of prizes and awards.
22. Indemnity. By entering the Promotion and/or accepting the Rewards (including allowing Eligible Employees to accept Rewards), Participants agree to indemnify, release and hold harmless the 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 Promotion, including (if applicable), without limitation for or from (a) the rebates, (b) the payment or failure to pay sales or use taxes, (c) and publicity, rights of privacy or defamation, (d) participation in the Promotion or any Promotion-related activity, or from Participants' acceptance, receipt, possession and/or use or misuse of any prize.

23. Limitation of Responsibility. Participants further agree that the Released Parties are not responsible for and are released from any Losses with respect to: (a) lost, late, incomplete, inaccurate, undelivered, garbled, or lost registrations or Job orders; (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 Promotion; (d) other errors of any kind, whether human, mechanical, electronic, network, typographical, printing or otherwise, relating to or arising under the Promotion; (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 Promotion; (f) injury or damage to any computer or network related to or resulting from registration or participation in the Promotion; (g) any personal injury, property damage, or any other loss, injury, or damage suffered by any person relating in any way to the items or services purchased; and (h) in states in which Sponsor does not have the legal responsibility to charge and collect sales or use tax, the Registered Practice's failure to pay, in whole or in part, such sales or use tax to the applicable State taxing authority, and any penalty or interest imposed on the Registered Practice as a result of such failure.
24. Reservation of Rights. Sponsor reserves the right in its sole discretion:
- a. To terminate the participation of any Registered Practice or any Eligible Employee in the Promotion.
  - b. To correct or amend the Official Rules retroactively to the start of the Promotion Period.
  - c. To modify or cancel the entire or part of the Promotion for any reason.

Notice of any of these actions will be posted by Sponsor on its website or via email.

25. Dispute Resolution. Except where prohibited by law, Eligible Practices and Registered Practices agree that any and all disputes, claims, and causes of action brought or otherwise asserted by them or on their behalf against any of the Released Parties that relate to or arise under this Promotion 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 Promotion but in no event include 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.
26. Waiver of Certain Damages. **Eligible Practices and Registered Practices expressly waive any and all rights that they may have for punitive, incidental, and consequential damages or any damages other than actual out-of-pocket costs and expenses against any of the Released Parties in any dispute that relates to or arises under this Promotion.**
27. Privacy. Personal information (if any) collected online in connection with this Promotion shall be subject

to the privacy policy posted on the Sponsor's website.

28. **CAUTION.** ANY ATTEMPT BY ANY PERSON OR ENTITY TO DISRUPT OR DAMAGE THE LEGITIMATE OPERATION OF THE PROMOTION WILL BE PURSUED TO THE FULLEST EXTENT OF THE LAW.

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