



THE FOLLOWING SWEEPSTAKES IS INTENDED FOR VIEWING IN THE 48 CONTIGUOUS UNITED STATES AND D.C. ONLY (EXCLUDING, WITHOUT LIMITATION, ALL US TERRITORIES) AND SHALL ONLY BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW AND AMERICAN ENGLISH. YOU MUST BE THE AGE OF MAJORITY IN YOUR STATE OF RESIDENCE TO ENTER.

THIS OFFER MAY NOT BE REPRODUCED, REPRINTED OR PUBLISHED ELSEWHERE IN ANY FORMAT, IN WHOLE OR IN PART WITHOUT THE WRITTEN PERMISSION OF THE SPONSOR.

Visionworks of America Survey Sweepstakes (the "Sweepstakes") —Official Rules

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING A PRIZE.

- 1 The "Sweepstakes Period" is from 12:00:01 am Central Time ("CT") April 1, 2019 ("Sweepstakes-Start") to 11:59:59 pm CT March 31, 2020 ("Sweepstakes-End"). There will be four (4) quarterly drawings (the "Drawing Periods"). Non-winning entries from one Drawing Period will not be rolled over to subsequent Drawing Periods.
 - a) The First Drawing Period is for all surveys completed from Sweepstakes-Start to 11:59:59 pm CT June 30, 2019 ("Quarter-End") and mail-in entries postmarked by June 30, 2019 and received up to seven (7) days later (See "How to Enter", #3, below).
 - b) The Second Drawing Period is for all surveys completed from 12:00:01 am CT July 1, 2019 to 11:59:59 pm CT September 30, 2019 ("Quarter-End") and mail-in entries postmarked by September 30, 2019 and received up to seven (7) days later.
 - c) The Third Drawing Period is for all surveys completed from 12:00:01 am CT October 1, 2019 to 11:59:59 pm CT December 31, 2019 ("Quarter-End") and mail-in entries postmarked by December 31, 2019 and received up to seven (7) days later.
 - d) The Fourth Drawing Period is for all surveys completed from 12:00:01 am CT January 1, 2020 to 11:59:59 pm CT March 31, 2020 ("Quarter-End") and mail-in entries postmarked by March 31, 2020 and received up to seven (7) days later. Sponsor's website clock is the official timekeeper for this Sweepstakes for all purposes.
- 2 **Eligibility:** This Sweepstakes is open only to legal residents residing in the 48 contiguous United States and D.C. who are at least the age of majority in their state of residence. Sweepstakes void where prohibited, licensed, restricted or taxed. Employees, officers, directors, representatives and their immediate families (spouse, parents, children, siblings, and each of their spouses regardless of where they live) and/or members of the household of Visionworks of America, Inc. ("Sponsor" or "Visionworks") and TMACO, LLC d/b/a THE MARKETING AGENCY ("Administrator"), their respective parent companies, subsidiaries, advertising, design, web design, web hosting, legal advisors and publicity agencies and anyone connected with the production or distribution of this Sweepstakes (the "Sweepstakes Entities") are not eligible to enter or be awarded a prize.

- 3 How to Enter: Three ways to enter:
 - a) During the Sweepstakes Period, go online to <http://www.eyewearsurvey.com/>, enter the store number and transaction number located on your sales receipt from a participating Visionworks store and complete the eight-question survey. You will need to complete the survey, provide a valid, working email address for which you are the authorized user and confirm your entry by clicking through a link in a confirmation email that will be sent to you. You will receive one (1) entry into that quarterly survey sweepstakes.
 - b) Or, if an email address was collected at a participating Visionworks store and you were sent an email inviting you to take a survey, click through the link provided (you will not have to enter the store number and transaction number and proceed as in 3 a), above
 - c) **No Purchase Entry:** Send a postage-paid, 3½"x5½" postcard with your hand-printed name, complete address, daytime phone number, date of birth and valid email address for which you are the authorized email user to: Visionworks Survey Sweepstakes, c/o The Marketing Agency, PO Box 39149, Fort Lauderdale, FL 33339-9149. Your entry must be postmarked by the Quarter-End of the Drawing Period you are entering as indicated in #1 above and received no later than seven (7) days later. Entries that do not contain all the information requested or are duplicates or oversized entries, copies and other mechanical reproductions are not permitted for mail-in entries and will be disqualified from drawings. Sponsor is not responsible for illegible, lost, late, misdirected, postage-due, damaged or incomplete entries. Proof of mailing an entry is not proof of receipt. "Authorized email user" is defined as the natural person who is assigned an email address by an online email service, Internet access provider, online service provider or organization (e.g. business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the email address. It is an entrant's responsibility to track his/her email account as that is how s/he will be notified if s/he has been chosen as a potential Grand Prize winner. In the case of a dispute regarding who submitted a particular online entry, the entry will be deemed submitted by the authorized account holder of the email address submitted on the entry form.
- 4 You may enter only up to five (5) times per Drawing Period regardless of method of entry. All discovered entries made in violation of these Official Rules will be void and ineligible to win a prize. Online entries must be made by an individual from a stand-alone computer device and may not be made by proxy or any electronic/automated means such as script, bot, macro or any other similar software or program. You may not enter with multiple email addresses and/or multiple identities nor may you use any other device or artifice to obtain more than the maximum number of entries allowed per Drawing Period. All discovered entries made in violation of these rules will be deleted. All entries submitted become the property of Sponsor and none will be acknowledged or returned.
- 5 Winner Selection: For each of four (4) Drawing Periods: One (1) Grand Prize winner will be chosen, up to 30 days after the end of each Drawing Period, in random drawings, from eligible entries received by the deadline of each Drawing Period and mail-in entries postmarked by the Drawing Period deadline for the Drawing Period in question and received up to seven (7) days later. The Grand Prize potential winners will be notified within five (5) business days after the selection is made via email, to the email address submitted during survey submission or as stated on the mail-in entry. The potential winners will have five (5) days to respond agreeing to accept the prize and with a complete mailing address (no PO Boxes will be accepted). The potential winners will then be sent an *Affidavit of Eligibility and Liability Release* (including request for winner's social security or taxpayer identification number for

- IRS purposes*) by the Administrator, via email, which will have to be completed, notarized and faxed to Administrator within five (5) days of date on notification and hard copy mailed so it is received up to 15 of date on notification or it will be concluded definitively that the prize has been declined and forfeited for all time and, without further notice, an alternative winner will be selected in random drawings. Neither Sponsor nor Administrator is responsible for electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind or insufficient space in entrant's email or phone account to receive email messages. All taxes are winners' responsibility and a 2019 or 2020, as applicable, IRS Form #1099 will be issued to the Grand Prize winners for the value of the prizes.
- 6 Quantity, Prize, Approximate Retail Value (ARV) and Odds: (4) Grand Prize: A check for \$1,000 each. Odds of winning any prize: Dependent on the total number of eligible surveys that are completed and eligible mail-in entries received for each Drawing Period. All prizes are awarded "as is." Should a greater number of prize claims be received because of printing, emailing, phoning, messaging, programming errors or for any reason whatsoever, only the prizes and the values stated in these Official Rules will be awarded in the sole discretion of the Administrator according to these Official Rules.
 - 7 General: By participating in this Sweepstakes, you agree to be bound by these Official Rules. Sweepstakes administration will be conducted by the Administrator, the independent judging organization and Sponsor whose decisions are final and legally binding. No participant or winner shall have the right to contest any decision by Sponsor or the independent judging organization concerning any aspect of the Sweepstakes or the interpretation of the Official Rules or the determination as to the qualification of entries. Sponsor is not responsible for those who cannot access the Internet or cannot click-through for any period of time regardless of technical, hardware, software, telephone, Internet, virus contamination or network problems, or for delay, failure or malfunction for any reason including, but not limited to, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors, human errors including, but not limited to, errors by Sponsor or Sponsor's representatives who enter incorrect information into any computer systems or by force majeure. Sponsor assumes no liability for damage caused to entrant's or any other person/entity's computer device or hardware, software or communications network, regardless of cause. Sponsor reserves the right to cancel/terminate, modify or suspend the Sweepstakes if in Sponsor's sole determination it believes that the integrity of the Sweepstakes has been, or could be, compromised or that the Sweepstakes is not capable of running as planned or fairly, including force majeure or any other causes beyond Sponsor's control. One (1) Drawing Period winner will be drawn from among all eligible entries received up to the time of cancellation/termination and mail-in entries postmarked by the date of cancellation/termination and received up to seven (7) days later. Further Drawings will not take place. Sponsor reserves the right to disqualify any entry from the Sweepstakes if in Sponsor's sole judgment entrant has not complied with these Official Rules. Without limitation, all of an entrant's entries will be disqualified, at the sole discretion of Sponsor, if entrant attempts (i) to enter the Sweepstakes through any means other than as described in these Official Rules; or (ii) provides information that is inaccurate or fraudulent; or (iii) attempts to disrupt the Sweepstakes or circumvent the terms and conditions of these Official Rules. Only the prizes and the values listed in the Official Rules shall be awarded.
 - 8 The right to receive a prize is non-assignable and non-transferable and no prize substitution or transfer will be allowed. A prize or prize notification that is returned as undeliverable will disqualify the potential winner and an alternative winner shall be selected in random drawings.

- 9 This Sweepstakes is governed by the laws of Texas. By entering this Sweepstakes, an entrant explicitly releases, discharges and holds harmless the Sweepstakes Entities and all their respective shareholders, estates and assigns, one and all, from any and all liability, actions, causes of action, damages, actual, incidental or consequential, claims and demands whatsoever in law or equity, including all "costs", which s/he now has or may acquire, by reason of any personal injury, death, loss of or damage to property, or any reason, occurring during or arising out of his/her participation or non-participation in the Sweepstakes and the acceptance and/or use or misuse of a prize. By accepting a prize, winner waives the right to i) assert as a cost of winning the prize any and all costs of verification and redemption or travel to redeem said prize, and ii) claim any liability (including attorney's fees and costs) which might arise from redeeming or seeking to redeem said prize (including any travel related thereto). The right to receive a prize is non-assignable and non-transferable and no prize substitution or exchange will be allowed except by Sponsor, in its sole discretion.
- 10 All federal, state and local laws, regulations and ordinances apply. If any provision of the Sweepstakes shall be deemed to violate any federal, state or local law, regulation or ordinance, it shall be amended to conform to such law and all other provisions shall remain in full force and effect. If Sponsor is required by applicable federal, state or local law, regulation or ordinance, or by action of an administrative agency to cease offering the Sweepstakes in any jurisdiction, Sponsor reserves the right to (i) terminate the Sweepstakes in such jurisdiction in its entirety, and/or (ii) cancel and remove from participation in the Sweepstakes any and/or all entries from entrants residing in such jurisdiction, without penalty and without obligation to any Sweepstakes entrants. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sweepstakes Entities shall not be responsible for technical, pictorial, typographical or editorial errors or omissions in any marketing materials or these Official Rules.
- 11 This offer may not be reproduced, reprinted or published elsewhere in any format, in whole or in part, without the written permission of the Sponsor.
- 12 Sponsor and Administrator collect personal information from you when you enter the Sweepstakes. The information collected is subject to the Sponsors privacy policy found at www.visionworks.com/privacy-policy/ and The Marketing Agency's Privacy Policy found at www.themarketingagency.com/html/privacyPolicy.html Acceptance of a prize constitutes permission to use a winner's name, city and State on a Winners List.
- 13 Entrant agrees that any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or the prize awarded and all issues and questions concerning the validity, interpretation and enforceability of these Official Rules shall be resolved individually, without resort to any form of class action, and exclusively in a court of competent jurisdiction in Bexar County, Texas and all entrants agree to Bexar County as the venue for any legal action without regard to conflict of laws doctrine. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes and never shall include consequential, incidental or punitive damages, and in no event attorneys' or experts' fees. Some jurisdictions will not recognize the exclusive jurisdiction of the Courts of Texas and/or do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above may not apply to you.
- 14 For a Winners List — available on or about two (2) months after the end of each Drawing Period, send a hand-printed, self addressed, properly stamped #10, business envelope to Winner — Visionworks Survey Sweepstakes, c/o The Marketing Agency, 2881 East Oakland Park Blvd., Suite 425, Fort Lauderdale, FL 33306. All requests must be received by 30 days after each Quarter's End. No mechanically reproduced or photocopied requests allowed; only one (1) request per outer mailing

envelope. You cannot enter the Sweepstakes using this address. Entries mailed to this address will be discarded.

- 15 This Sweepstakes is sponsored by Visionworks of America, Inc., 11103 West Avenue, San Antonio, TX 78213 and administered by The Marketing Agency, 2881 East Oakland Park Blvd., Suite 425, Fort Lauderdale, FL 33306.

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