

New Year, New Look, New YOU! Contest Official Rules

1. NO PURCHASE NECESSARY TO ENTER OR TO WIN. A purchase will not increase your odds of winning. All federal, state, local and municipal laws and regulations apply. Void where prohibited.

2. Sponsors. The contest is sponsored solely by Smoke Vision Care. Smoke Vision Care will not be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials relating to the Contest. If you have any questions regarding this Contest, please email svcpromo@sbcglobal.net.

3. Eligibility. The Contest is open to individuals 18 years or older at the time of entry and is only open to residents within 30 miles of the geographical location of a Smoke Vision Care office. Employees of Smoke Vision Care and the immediate family members of, and any persons domiciled with such employees, are not eligible. Winner must have a valid eyeglass prescription to claim prize.

4. Entry. The Contest begins at 12:01 a.m. (E.S.T.) on December 20, 2011 and all entries must be received by 11:59 p.m. (E.S.T.) on January 8th, 2012. Individuals may enter this Contest by sending an email to svcpromo@sbcglobal.net included in the email should be a JPEG format digital photo of the person being entered for the makeover in their current eyewear and a short paragraph explaining why the entrant should win the makeover. The contact information of the person filling out the entry form must be included and consist of first name, last name, complete address, phone number and email address. The person submitting the entry can be different than the person entered for the makeover but the winner must agree to accept the terms of the contest or will be disqualified. Only one entry per person. In case of dispute as to identity of an entrant, such entry will be declared made by the registered user of the e-mail account, and if a prize is won, and such registered user is a valid entrant, the prize will be awarded to such registered user. Registered e-mail account holder is the natural person who has been assigned an e-mail address by an e-mail provider. All online entries will be declared made by the registered user of the e-mail address. Any questions regarding the number of entries submitted or the owner of an email account shall be determined by Smoke Vision Care in its sole discretion, and Smoke Vision Care reserves the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of the Contest.

By entering, you agree to the terms of these Official Rules and to receive e-mails from Smoke Vision Care. You can opt-out of the receipt of such e-mails by following the directions on the Contest website or in any email received from Dear Doctor of Contest Sponsors.

Smoke Vision Care will not be responsible for incomplete, lost, late, "post-due," misdirected or illegible entries or for failure to receive entries for any reason, including but not limited to transmission or technical failures or malfunctioning of any telephone connection, network, hardware or software. All entries become the property of Smoke Vision Care and no portion of the entry will be returned.

5. Prizes and Odds. One Grand Prize Winner will receive an Eyewear Makeover including a new frame and pair of lenses (approximate maximum retail value \$900.00). 5 finalists will be chosen by a committee formed by Smoke Vision Care and the Grand Prize winner will be selected by popular vote of the members of the Smoke Vision Care Facebook friends. Odds of winning depend on the number of eligible entries received.

6. Winner Notification and Acceptance. Winner will be notified by phone and email. If a potential winner does not respond to notification (with all requested information) within three (3) days, such potential winner will be disqualified and an alternate winner selected. Forfeiture of prize and the selection of an alternate (provided sufficient eligible entries are received) winner may result from any of the following: entrant: (1) fails to respond to a notification (with all requested information) within the required time; (2) is sent an email notification that is returned as undeliverable after three (3) attempts; (3) fails to complete and return a required Affidavit of Eligibility and Liability and Publicity Release (and any other documents, if requested) within the required time; (4) is sent a prize notification/documentation that is returned as undeliverable for any reason; (5) is deemed ineligible or cannot be notified or contacted; (6) is unable to provide satisfactory proof that he/she is the authorized account holder of the email address or authorized to submit on behalf of the entrant (7) Does not have a valid eyeglass prescription. (8) fails to respond to any other required time periods or is otherwise not in compliance with the Official Rules;

Winners are solely responsible for reporting and payment of any taxes on prizes. Winner will be solely responsible for all necessary travel and other expenses incurred in connection with accepting the prize.

7. Claiming Prize: Grand Prize winner must claim prize in person on or before Saturday, January 28th 2012 at any of our locations. Winner must present with a valid eyeglass prescription or obtain one prior to the eyewear makeover.

Federal law prohibits the dispensing of eyewear without a valid prescription. Should the winner not claim the prize before the above stated date, the winner forfeits the prize.

8. Participation. By participating, entrants agree to be bound by these Official Rules and the decisions of the committee. Smoke Vision Care reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Contest as solely determined by Smoke Vision Care. In the event the Contest is compromised by a virus, non-authorized human intervention, tampering or other causes beyond the reasonable control of Smoke Vision Care which corrupts or impairs the administration, security, fairness or proper operation of the Contest, Smoke Vision Care reserves the right in its sole discretion to suspend, modify or terminate the Contest. Should the Contest be terminated prior to the stated expiration date, Smoke Vision Care reserves the right to award prizes based on the entries received before the termination date.

9. Copyright. By entering the Contest, each entrant grants to Smoke Vision Care an exclusive, royalty-free and irrevocable right and license to publish, print, edit or otherwise use the entrant's submitted entry, in whole or in part, for any purpose and in any manner or media now known or hereinafter developed (including, without limitation, the Internet) throughout the world in perpetuity, and to license others to do so, all without limitation or further compensation. If his/her entry is selected as the winning entry, entrant will sign any additional license and release that Smoke Vision Care may require to provide that Smoke Vision Care, may use entrant-winner's name, biographical information, address, picture/photograph likeness (including before, during and after photographs) and/or voice, for advertising and promotional purposes without further consideration to entrant-winner in connection with entrant-winner's use and acceptance of the prize.

10. Limitations of Liability. By entering the Contest, entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with the Contest, or any prizes awarded, shall be resolved individually without resort to any form of class action, and entrant waives his or her right to a jury trial for such disputes, claims, and causes of action; (2) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; and (3) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses. BY ACCEPTING THE PRIZE, THE WINNER AGREES THAT SMOKE VISION CARE AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE HELD HARMLESS BY WINNER FOR ANY LIABILITY FOR ANY INJURY, LOSS OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING DEATH, AND PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE OR PARTICIPATION IN THIS CONTEST OR PARTICIPATION IN ANY CONTEST OR PRIZE RELATED ACTIVITY.

11. Construction. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any entrant and Smoke Vision Care, shall be governed by, and construed in accordance with the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules or provisions. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the valid or enforceable provision was not contained therein.

12. General Release. By entering the Contest, entrants release Smoke Vision Care and any other promotional sponsors, and each of their respective affiliated companies, directors, officers, employees, representatives, partners and agents from any liability whatsoever for any claims, costs, injuries, losses or damages of any kind arising out of or in connection with the Contest or with the acceptance, possession or use of any prize (including, without limitation, claims, costs, injuries, losses or damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light).