

# Smoke Vision Care Mother's Day Eyewear Makeover Photo 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. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. You understand you are providing your information to Smoke Vision Care and not to Facebook.

**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, the immediate family members of employees, and any persons domiciled with such employees, are not eligible. Previous winners of this contest are not eligible. Winner must have a valid eyeglass prescription to claim prize.

**4. Entry.** The contest begins at 10:00 am April 2, 2017 and all entries must be received by April 22, 2017. Individuals may enter this contest through our contest page. Smoke Vision Care reserves the right to disqualify any entries by persons determined to be tampering with or using any aspect of the contest. By entering, you agree to the terms of these Official Rules and to allow Smoke Vision Care to share, distribute or use the content of your post publicly. The winning entry along with your name and before and after makeover images will be used in promotional posts or on our website. All entries become the property of Smoke Vision Care.

**5. Prizes and Odds.** Grand Prize is one pair of eyeglasses including Essilor prescription lenses and Crizal Non-Glare coating for a total value not exceeding \$800.00. Patient is responsible for payment of additional features if selected. There is no cash value, redeemable only at Smoke Vision Care. Winner must have a valid spectacle prescription to redeem the prize. Odds of winning depend on the number of eligible entries received. Winner will be selected by entry which receives the most votes. In the event of a tie, random selection of those entries. **Prize must be redeemed during the week of April 29<sup>th</sup>, 2017 in our Buchanan location or prize will be forfeited. Eyewear must be dispensed prior to Mother's day and the winner will be revealed to the public on Mother's Day.**

**6. Winner Notification and Acceptance.** Winner will be notified via email and/or Facebook message to the email of the person who supplied the entry email for the winner. Winner will also be announced on our Facebook page. If the winner does not respond to our notification (with all requested information) within three (3) business days, such potential winner will be disqualified and an alternate winner will be selected. Our goal is to have the makeover completed so that the winner's makeover photos can be posted on Mother's Day. Winner will be scheduled with an appointment for the eyewear makeover visit. Forfeiture of prize and the selection of an alternate (provided sufficient eligible entries are received) winner may result from any of the following: (1) Entrant fails to respond to a notification (with all requested information) within the required time; (2) Does not have a valid eyeglass prescription.

**7. 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.

**8. Redeeming Prize: Winner must select and redeem prize in person at a scheduled appointment on or before April 29<sup>th</sup> at 400 E Front St, Ste A Buchanan, MI.** The eyewear order must be placed and dispensed before Mother's day so that our winner can be revealed on Mother's Day. Federal law prohibits the dispensing of eyewear without a valid prescription. A valid prescription must be presented to claim prizes that include prescription lenses. Determination of the spectacle prescription is not part of the prize. Should the winner not claim the prize before the above stated date; the winner will forfeit the prize. Prize is not transferable. Winner agrees to allow photos of her with her previous eyewear and new eyewear to be taken and used in marketing the outcome of the makeover.....our goal is to reveal the new look achieved in the eyewear makeover process.

**9. 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.

**10. Copyright.** By entering the contest, each entrant grants 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, 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.

**11. 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.

**12. 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.

**13. 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).