Signet Armorlite Go Red! Get Green! Promotion

Official Rules

1. <u>Overview</u>. The Signet Armorlite Go Red! Get Green! promotion (the "Promotion") is sponsored by Signet Armorlite, Inc. ("Sponsor"). Registration for the Promotion begins on February 13, 2013 and ends on February 28, 2013 (the "Registration Period"). The Promotion itself begins on April 1, 2013 and ends on August 31, 2013 (the "Promotion Period").

2. <u>Eligibility</u>. The Promotion is only open to wholesale laboratories that are located in one of the fifty United States or District of Columbia, excluding any integrated retailer labs ("Eligible Labs"). Each Eligible Lab shall participate in the Promotion as a lab, and individual performance by lab employees/agents will not be rewarded by Sponsor (prizes will be awarded to the Eligible Lab). In those instances where an Eligible Lab has multiple locations, it shall be the choice of the Eligible Lab whether to have all locations participate as one Eligible Lab, or to have each location participate separately as its own Eligible Lab. Void where prohibited, taxed or restricted by law. This is an industry promotion and is not open to the general public.

By participating in the Promotion, Eligible Labs understand and agree that their ranking within the Promotion may be posted for other Eligible Labs to view, in Sponsor's sole discretion.

3. <u>Lab Representative</u>. For purposes of this Promotion, a "Lab Representative" is defined as an authorized representative of the Eligible Lab with approval from the management of such Eligible Lab to enter the Promotion and be the person with whom Sponsor works with in connection with the Promotion. The Lab Representative must be a legal resident of one of the fifty (50) United States or District of Columbia and twenty-one (21) years of age or older.

4. <u>Registration</u>. In order for an Eligible Lab to participate in the Promotion, one Lab Representative of the Eligible Lab must complete an official registration form which can be found when you click the Go Red! Get Green! icon at <u>http://www.signetarmorlite.com/labpromo</u> (the "Website"). Once registered, the Lab Representative will receive an email from Sponsor with a user name and password to the Promotion web portal (the "Promotion Site"). The Promotion Site will include information and useful tools relating to the Promotion, and will also identify the Eligible Lab's Monthly Baseline and Promotion Baseline (as defined later in these official rules).

5. <u>**Groups.**</u> Each of the registered Eligible Labs will be placed into one of three groups (each a "Group" and collectively the "Groups") comprised of other Eligible Labs that are like-sized in terms of their Average Jobs Per Day.* Group One will be those Eligible Labs that report average Jobs Per Day of less than 250 jobs . Group Two will be those Eligible Labs that report average Jobs Per Day of 250-500 jobs. Group Three will be those Eligible Labs that report average Jobs Per Day of more than 500 jobs. In the event that an Eligible Lab reports its Average Jobs Per Day incorrectly, such Eligible Lab may be disqualified from the Promotion (as determined by Sponsor in its sole discretion). Groups may vary in size.

*Average Jobs Per Day shall be provided to Sponsor by each Eligible Lab in its registration and is the average number of jobs of any lens product or brand sold each day by the Eligible Lab.

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6. <u>Baselines.</u> Sponsor will determine a monthly baseline for each calendar month during the Promotion Period for each registered Eligible Lab, determined based on the number of pairs of Kodak® Progressive Lenses the Eligible Lab purchased from Sponsor during that same calendar month in 2012 (referred to individually as a "Monthly Baseline" or collectively as the "Monthly Baselines"). Sponsor will also determine a baseline for the entire Promotion Period for each registered Eligible Lab, determined based on the number of pairs of Kodak Progressive Lenses the Eligible Lab, determined based on the number of pairs of Kodak Progressive Lenses the Eligible Lab purchased from Sponsor between April 1, 2012 and August 31, 2012 (referred to individually as a "Promotion Period Baseline" or collectively as the "Promotion Period Baselines"). All Monthly Baselines and Promotion Period Baselines will be determined solely by Sponsor based on data collected by Sponsor, and will not be subject to review except in the sole discretion of Sponsor. Each registered Eligible Lab's Monthly Baselines and the Promotion Period Baseline will be posted on the Promotion Site, for private viewing by each Eligible Lab (Baselines may only be accessed using the registered Eligible Lab's user name and password).

7. <u>Winner Determination</u>. At the end of the Promotion Period:

- a. The one registered Eligible Lab in each of the three Groups that has the greatest increase in number of eligible** pairs of Kodak Progressive Lenses purchased from Sponsor over that Eligible Lab's Promotion Period Baseline will win a First Prize, subject to verification.
- b. The registered Eligible Lab in each Group that has the second greatest increase in number of eligible^{**} pairs of Kodak Progressive Lenses purchased from Sponsor over that Eligible Lab's Promotion Period Baseline will win a Second Prize, subject to verification.
- c. The registered Eligible Lab in each Group that has the third greatest increase in number of eligible** pairs of Kodak Progressive Lenses purchased from Sponsor over that Eligible Lab's Promotion Period Baseline will win a Third Prize, subject to verification.

If there is a tie within a Group at any level, the tie will be broken based on which of the tied labs has the highest percent increase in Kodak Progressive Lenses during the Promotion Period compared to the same period in 2012. In order to qualify to win a prize, an Eligible Lab must meet or exceed its Promotion Baseline. If an insufficient number of labs in a Group exceeds their Promotion Baselines, then the prize or prize(s) may not be awarded.

** In order for a purchase to be eligible, it must not be for a patient whose reimbursement or payment comes from "ineligible payors," which include, without limitation Medicare, Medicaid, CHAMPUS, or other payors considered to be "designated health services" under 42 USC Section 1395n and regulations thereunder, or similar State statutes and regulations. It is Sponsor's policy to comply with all applicable laws; however, Sponsor has no way of determining whether any specific purchase is ineligible for the reasons stated in this paragraph. Accordingly, it is the sole responsibility of the Eligible Lab to notify the Sponsor of any purchase that is ineligible due to the reasons set forth in this paragraph, and to ensure that it does not accept any benefits under this Promotion that are prohibited by Federal or State law. By participating in this Promotion and accepting a prize, Eligible Labs agree that compliance with such Federal and/or State laws is the Eligible Lab's responsibility and the Eligible Lab will release, indemnify and hold harmless Sponsor for any failure of the Eligible Lab to notify Sponsor of an ineligible purchase.

The Lab Representative must notify the Sponsor in writing of any ineligible purchase within five (5) days of the Eligible Lab's order. To notify Sponsor of an ineligible purchase, please send an email to KODAKLenses@SignetArmorlite.com identifying the number and date of purchase.

8. <u>Prizes</u>.

- a. First Prizes: A total of three (3) First Prizes will be awarded (one per Group). Each Grand Prize consists of a check to the Eligible Lab for \$20,000.
- b. Second Prizes: A total of three (3) Second Prizes will be awarded (one per Group). Each First Prize consists of a check to the Eligible Lab for \$10,000.
- c. Third Prizes: A total of three (3) Third Prizes will be awarded (one per Group). Each Second Prize consists of a check to the Eligible Lab for \$5,000.

In addition to the cash prizes, up to eight (8) representatives from each of the nine (9) winning Eligible Labs will be invited to a celebratory presentation at Vision Expo West in Las Vegas (exact date, time and location to be announced at a later time). Winning Eligible Labs' representatives are responsible for their own travel, admission and other fees associated with attending Vision Expo West.

Total approximate retail value of all prizes: \$105,000.

9. <u>Points</u>. Each calendar month during the Promotion Period, each Eligible Lab will earn one point (a "Point") for each eligible**(see definition from Rule 7) pair of Kodak Progressive Lenses purchased by the Eligible Lab from Sponsor over such Eligible Lab's Monthly Baseline for the calendar month in which the purchase occurs. Points will be reflected in the online dashboard of the Eligible Lab's Promotion Site 2-4 weeks following the close of each calendar month during the Promotion Period. Points can be redeemed for merchandise ranging from 5 Points to 100 Points by placing an item in an online shopping account with a third party vendor. Points are subject to terms and conditions of the third party vendor operating the online shopping account, including expiration dates.

10. <u>Winner Notification and Qualification</u>. Each Eligible Lab that is a potential winner of a First, Second or Third Prize will be notified by postal mail following the determination of such winning status (each a "Winner Notification"). The Winner Notification will include the following an Affidavit of Eligibility and Confirmation of eligible purchases and Liability/Publicity Release (where legal) (the "Prize Claim Forms"). A Lab Representative or a practice principal (an owner, officer or director) of the potentially winning Eligible Lab must complete, sign, have notarized and return the Prize Claim Forms to Sponsor within ten (10) days of the postmark date of the Winner Notification. Failure to return the completed Prize Claim Forms as specified and within the designated time period may result in disqualification of that Eligible Lab and forfeiture of the prize, which Sponsor may award to an alternate, in its sole discretion. In addition, if a Winner Notification or a prize is returned as undeliverable or if a potential winning Eligible Lab is determined to be ineligible for any reason (including if ineligible purchases were included in the winner determination), that Eligible Lab will be disqualified and the prize will be forfeited, and at

Sponsor's option may be awarded to an alternate. In the event that there are an insufficient number of qualified winners for a particular prize, such prize may not be awarded.

11. General. ALL FEDERAL, STATE, MUNICIPAL AND LOCAL LAWS AND REGULATIONS Prizes are non-transferable and may not be substituted or redeemed/exchanged for APPLY. cash, except the Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. All expenses on receipt and use of prize, and any federal, state and local taxes on the prize, are the sole responsibility of the winning Eligible Lab. By entering the Promotion and/or accepting a prize, Eligible Labs agree to indemnify, release and hold harmless the Sponsor and its advertising and promotions agencies, and their respective parent companies, subsidiaries, affiliates, and agencies, and each of their officers, directors, shareholders, employees, agents and representatives (collectively "Released Parties") from any and all liability, costs, expenses, damages, rights, claims, actions, and losses (collectively "Losses") of any kind incurred in connection with the Promotion, including without limitation for or from (a) the acceptance. possession, use, redemption or mis-use of any prize, (b) travel to/from any prize related activity and/or attendance at a prize activity, and/or (c) claims relating to rights of publicity, rights of privacy or defamation. The Released Parties are not responsible for (a) lost, late, incomplete, inaccurate, undelivered, garbled, or lost entries/orders; (b) interrupted or unavailable network, server, Internet Service Provider (ISP), website or other connections: (c) any other technical failures or difficulties; (d) other errors of any kind whether human, mechanical, electronic, network, typographical, printing or otherwise relating to or in connection with the Promotion or awarding or redemption of Prizes; (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; and/or (f) injury or damage to any participant's or to any other person's computer or network related to or resulting from participating in the Promotion. CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE THE PROMOTION WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE. SPONSORS **RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST** EXTENT OF THE LAW (AND TO DISQUALIFY SUCH PERSON FROM THE PROMOTION, IF **APPLICABLE).** By participating in this Promotion and/or accepting a prize, participants agree to abide by and be bound by these Official Rules, and understand that the results and decisions of Sponsor are final in all respects. By accepting a prize, participants grant to Sponsor and its advertising and promotions agencies the right to use the Eligible Lab name, location and likeness, for any lawful purpose (including but not limited to advertising and promotion), in perpetuity, in any media now known or hereafter developed, without further permission or compensation, except where prohibited by law. Sponsor reserves the right to cancel the entire Promotion, part of the Promotion, or to modify the Promotion for any reason, including if fraud destroys the integrity of the Promotion or any portion thereof, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right, but not the obligation, to select the winners in a manner which is fair, equitable and in accordance with the spirit of these Official Rules, as determined by Sponsor in its sole discretion. Notice of such action by Sponsor will be posted on the Website.

12. <u>Dispute Resolution/Choice of Law</u>. Except where prohibited, by participating Eligible Labs agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Promotion shall be 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 California; (b) 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 (c) under no circumstances will an Eligible Lab or any individual be permitted to obtain awards for, and such Eligible Labs and participants hereby waive all rights to claim, punitive, incidental and consequential damages and any other damages, other than for actual out-ofpocket 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 Rules, or the rights and obligations of a participant in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of California, without regard to the conflicts of law doctrine of any jurisdiction.

13. <u>**Privacy Policy**</u>. Sponsor's use of information collected online in connection with this Promotion shall be in accordance with Sponsors' Privacy Policy, as posted on the Website and Promotion Site.

14. <u>Winners' List</u>. For the names of the winning Eligible Labs, please send a self-addressed stamped envelope to Signet Armorlite, c/o GoRedGetGreenPromo, 5803 Newton Drive, Suite A, Carlsbad, CA 92008 by September 30, 2013.

15. <u>Sponsor.</u> Signet Armorlite, Inc., 5803 Newton Drive, Suite A, Carlsbad, CA 92008.