EYE-Q Kids 2015 Coloring Contest

Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST.

- 1. <u>Contest Period</u>. The EYE-Q Kids 2015 Coloring Contest (the "Contest") begins March 18, 2015 at 9:00:00 a.m. (PST) and ends April 30, 2015 at 5:00:00 p.m. (PST). By submitting an entry, each contestant agrees to the Official Rules and warrants that his or her entry complies with all requirements set forth in the Official Rules. This is a skill-based contest, and chance plays no part in the determination of winners.
- 2. <u>Subject</u>. Contestants can draw and color a picture of their "Favorite Thing To See" using one of the following categories: (i) while on a family vacation; (ii) while playing outside; (iii) while at school; (iv) while with friends; or (v) while visiting your eye doctor (the "Art").
- 3. <u>Eligibility</u>. Contest is open only to residents of Fresno County, California who are ten (10) years of age or under. Employees (and their immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they live) or persons living in the same households of such employees, whether or not related) of Vision Care Center, A Medical Group, Inc. *dba* EYE-Q ("EYE-Q"), its subsidiaries or affiliates are not eligible. Void where prohibited and outside California.
- 4. How To Enter. Each entry consists of a completed, official entry form (the "Entry Form") and the form on which the Art is to be completed (the "Art Form"). The Art must be submitted on the Art Form. Any Art that is not submitted on an Art Form will not be accepted. Entry Forms and Art Forms will be made available at the Clovis EYE-Q location (726 N. Medical Center Drive East, Suite 101, Clovis, CA 93611). Accurately complete an Entry Form with the required information, including the contestant's name and age; and hand-deliver the Entry Form and the Art Form to the Clovis EYE-Q location. You may enter only by hand delivery. No form of mail, email or other online entry will be accepted. All entries must be submitted and received by April 30, 2015 by 5:00 p.m. By submitting the Art and signing the Entry Form, you promise that the Art: is the contestant's original creation; has not been copied in whole or in part from any other work; does not say bad or false things about other people; and has never been previously published or submitted to any other competition. Entry information will be become the property of EYE-Q.
- 5. <u>Winner Selection and Notification</u>. Winners will be chosen on or around May 7, 2015. Winners will be judged on the following criteria: (i) <u>creativity</u>, (ii) <u>use of color</u>, and (iii) <u>use of theme</u> (based on the subject criteria set forth in Section 2 above). Decisions of the judges (designated by EYE-Q) are final and binding. EYE-Q will attempt to notify the potential winners using the information provided in the Entry Form by end of business on May 8, 2015. If a winner's parent or legal guardian cannot be contacted or does not respond within 48 hours of the first contact attempt, if a winner does not fulfill the eligibility requirements, if a winner does not adhere to the Official Rules, or if the prize notification is returned as undeliverable, that winner will be disqualified and EYE-Q may select a new potential winner by the same criteria set forth above.

6. Contest Prizes.

1st Place winner will receive a Family (4-pack) of Disneyland One (1)-day Passes.

2nd Place winner will receive a Family (4-pack) of Wild Water tickets (single day).

3rd Place winner will receive a Family (4-pack) of movie tickets.

Additionally, each of the winners will have his or her art displayed at the Clovis EYE-Q location.

Total approximate retail value of the prizes is as follows: 1st Place - \$400; 2nd Place - \$120; 3rd Place - \$44. No prize transfer, assignment, or substitution by winners permitted. If a prize is unavailable, EYE-Q reserves the right to substitute the original prize with an alternative prize of equal value, unless to do so would be prohibited by law.

- 7. <u>License.</u> By entering the Contest, all contestants grant an irrevocable, perpetual, worldwide non-exclusive license to EYE-Q, to reproduce, distribute, display and create derivative works of the entries (along with a name credit), including, without limitation, the Art, in connection with the Contest and promotion of the Contest, in any media now or hereafter known. EYE-Q will not be required to pay any additional consideration or seek any additional approval in connection with such use. Additionally, by entering, each contestant grants to EYE-Q the unrestricted right to use all statements made in connection with the Contest, and pictures or likenesses of contestants, or choose not to do so, at their sole discretion. EYE-Q will not be required to pay any additional consideration or seek any additional approval in connection with such use.
- 8. <u>Limitation of Liability</u>. By entering this Contest, all contestants agree to release, discharge, and hold harmless EYE-Q, its partners, affiliates, subsidiaries, advertising agencies, agents and their employees, officers, directors, and representatives from any claims, losses, and damages arising out of their participation in this Contest or any Contest-related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder. EYE-Q assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Entry Forms; or alteration of Entry Forms.
- 9. <u>Conditions</u>. Contestants agree that this Contest is subject to and governed by the laws of California. Entries void if EYE-Q determines the entry is not an original, or if the Entry Form or the Art is illegible, incomplete, damaged, irregular, altered, counterfeit, produced in error or obtained through fraud or theft. EYE-Q reserves the right to verify the validity and originality of any entry and/or contestant (including a contestant's identity and address) and to disqualify any contestant who submits an entry that is not in accordance with these Official Rules or who tampers with the entry process. Failure by EYE-Q to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 10. <u>Taxes</u>. All federal, state, and local taxes, fees and surcharges on prizes are the sole responsibility of the prize winners.