

CAO - “#SpecsAppeal” Contest

OFFICIAL CONTEST RULES AND REGULATIONS

1. Start and End Date

The #SpecsAppeal contest (the “Contest”) begins at 12:01 AM Eastern Time (“EST”) on May 1, 2021, and ends on June 12, 2021 at 11:59 PM EST (the “Contest Period”).

2. Grand Prize

The Grand Prize must be accepted by winning Participants as awarded, is not assignable, and cannot be exchanged, substituted, or combined with any other offer. The Grand Prize is not redeemable for cash or credit, in part or whole.

There will be twenty (20) Grand Prize winners, with the Grand Prize to be won consisting of:

- Maui Jim Sunglasses
 - Approx retail value of \$1,000 CAD

3. Eligibility/How to Enter

No purchase necessary.

During the Contest Period, Participants may enter the contest by tagging someone on the specified Canadian Association of Optometrist (the “Sponsor”)’s Facebook and/or Instagram Contest posts. All entries must include the hashtag #SpecsAppeal.

Participants’ comment must comply with Facebook, Instagram Terms and Policies available at: <https://www.facebook.com/policies/>,

To participate in the Promotion, participants must have a valid Facebook or Instagram Account. Participants can only enter once using (1) one Facebook Account, (1) Instagram Account to participate in the Promotion. If it is discovered by the Canadian Association of Optometrists and its advertising partners that any person has attempted to use multiple names, identities, email address, accounts and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Promotion; then he/she may be disqualified from the Promotion in the sole and absolute discretion of Canadian Association of Optometrists. In the event of dispute over the identity of a potential winner, a Ballot will be declared as entered by the authorized account holder of the Facebook, or Instagram account used at the time of entry, and a potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of such Facebook or Instagram Account.

4. Chances of Winning

The chances of winning the Grand Prize depends on the total number of submissions during the Promotion Period.

5. Awarding of Prizing

(a) The winners will be chosen by random draw, conducted by the Canadian Association of Optometrists or one of its advertising partners from all submitted entries that meet the eligibility requirements. The draw will occur after the Contest Period, by July 3rd 2021 at 11:59 PM EST.

(b) Starting on July 5th, the Canadian Association of Optometrists or one of its advertising partners will attempt to contact the Participants who are chosen as the winners by Facebook or Instagram direct message, between 9:00 AM and 5:00 PM EST, for a period of one (1) day after the determination date or any further redetermination has occurred, if necessary.

(c) If all conditions to receive the Grand Prize are not completely satisfied by the Participant who is chosen, the Canadian Association of Optometrists or its advertising partners may select another winner for that Grand Prize until all Grand Prizes have been awarded. Any Participant who is selected for the Grand Prize must (i) satisfy all applicable Rules to be eligible to receive the Grand Prize; and (ii) correctly answer, unaided, a time-limited mathematical skill-testing question.

6. Eligibility

Contest is open to legal residents of Canada who have reached the age of majority in their Province or Territory of residence as of the date of entry. Excluded from eligibility are officers, directors, employees, agents and representatives of the Canadian Association of Optometrists, Maui Jim, Inc., and all of their respective advertising agencies, promotional agencies, fulfillment houses and prize suppliers, and members of their immediate families and households of such people.

The Canadian Association of Optometrists and its advertising partners shall have the right at any time to require proof of identity and/or eligibility to participate in the Promotion. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to Canadian Association of Optometrists for the purpose of the Promotion must be truthful, complete, accurate and in no way misleading. The Canadian Association of Optometrists and its advertising partners reserve the right, in their sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information or who fails to comply with these Rules.

Grand Prize winners will be required to provide the Canadian Association of Optometrists and its advertising partners with their full name, email address, phone number and home address, in addition to a Release and Waiver form as outlined in the General Rules.

7. General Rules

- a) Entrants (i) acknowledge compliance with these Contest Rules and Regulations including all eligibility requirements and, (ii) agree to be bound by the decisions of the Canadian Association of Optometrists and its advertising partners made in their sole

discretion, which shall be final and binding in all matters relating to this Contest. Entrants who have not complied with these Contest Rules and Regulations are subject to disqualification.

- b) If a potential winner is found to be ineligible or, declines to accept a prize, the prize will be forfeited. Before being declared a winner, the eligible winner may be required to sign a declaration and complete a Release and Waiver form confirming understanding, acceptance and compliance with these Contest Rules and Regulations, acceptance of the prize as offered and a release acknowledging the non-responsibility of the Sponsor in respect of injuries, accidents, damages, costs, expenses or losses related to the conduct of the Contest, awarding of the prize and use and enjoyment of the awarded prize. By accepting a prize or participating in the Contest, the winner consents to the use of their name, address, voice, statement relating to the Contest or the Sponsor, and photographs or other likenesses, without compensation, in any publicity carried out by the Sponsor and any related entities in connection with this Contest, except where prohibited by law.
- c) Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of law and, should any attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent of the law, including criminal prosecution.
- d) For the purposes of these Contest Rules and Regulations, the entrant is the person who is the holder of the Facebook or Instagram account with the entry comment. It is to this individual that the prize will be awarded if selected and declared the winner.
- e) The Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Contest in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the Contest is compromised, without liability to the entrant. The Sponsor reserves the right to disqualify any entrant or winner, as determined by the Sponsor in its sole discretion. This Contest is subject to these Contest Rules and Regulations and all applicable federal, provincial, local and other laws. Void where prohibited or restricted by law. These Contest Rules and Regulations are governed by the laws having application in the Province where Canadian Association of Optometrists is located. Any action or proceeding arising out of, or in connection with, this Contest or these Contest Rules and Regulations must be brought in the Court of the Province where Canadian Association of Optometrists is located.
- f) By entering this Contest, the entrant represents that the Sponsor owns all rights in and to any submission in the Contest. Entrants agree that any submission becomes the sole property of the Sponsor, which shall have the right, in perpetuity, to publish, display, reproduce, modify, edit or otherwise use the submission in whole or in part, including the entrant's name, for advertising or promoting the Contest or for any other reason without further compensation. The entrant further assigns all intellectual property rights, including his/her copyright, and waives all moral rights, in and to the submission in favour of the Sponsor. As a condition of winning, the entrant agrees to execute an original copy of the Sponsor's standard form of assignment of copyright and waiver of moral rights.

- g) Personal information collected from entrants will be used by the Sponsor for the purposes of administering this Contest. Contest entrants will be added to a customer database for the exclusive use by the Sponsor. This information will not be used for any purpose other than the promotion of Canadian Association of Optometrists; it will not be sold, distributed or made available for any third party use.