

# “Aloha in Any Light” Sweepstakes (“Sweepstakes”) OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. Purchasing a product will not increase your chances of winning.**

Any discrepancy or inconsistency between these Official Rules and disclaimers or other statements contained in any Sweepstakes related materials, these Official Rules shall prevail, govern and control to the fullest extent permitted by law.

1. **SWEEPSTAKES DATES:** The Sweepstakes begins at 12:00 a.m. Eastern Time (“ET”) on July 1, 2018 and ends at 11:59:59 p.m. ET on November 30, 2018 (the “Sweepstakes Period”).
2. **ELIGIBILITY:** Sweepstakes is open to legal US Residents of the fifty (50) United States and the District of Columbia who are Vision Service Plan Members (“VSP Member”) and are at least twenty one (21) years of age or older as of the date of entry (the “Entrant”). Employees and their immediate family members (parents, children, siblings or spouse, regardless of where they live, or persons living in same household, whether related or not) of (a) Transitions Optical Inc. (“Sponsor”) or any of its affiliates, and each of their respective franchisees, affiliates, contractors, consultants, legal counsel, public relations representatives, distributors, sales representatives and retailers, (b) National Sweepstakes Company, LLC, or (c) any website providers, webmasters, advertising or Sweepstakes, fulfillment, or marketing agencies, and any others engaged in the development, production, execution or distribution of the Sweepstakes (collectively referred to herein as “Sweepstakes Entities”), are not eligible to participate in the Sweepstakes. The Sweepstakes is void outside of the fifty (50) United States, District of Columbia and wherever else restricted or prohibited by law. Participation constitutes Entrant’s full and unconditional agreement to these Official Rules and Sponsor decisions, which are final and binding in all matters related to the Sweepstakes.

3. **TO ENTER:** There are two (2) ways to enter this Sweepstakes:

**A. VIA A PURCHASE:** An Entrant that makes a purchase of Transitions lenses through the Vision Service Plan and completes the online entry form at <https://www.transitions.com/aloha> (the “Website”) will receive one (1) entry into the Sweepstakes. Entrant will need to complete the online entry form in its entirety including: first name, last name, email, phone, address, city, state, zip and VSP Member information in order to receive one (1) entry. All purchases must be completed by 11:59:59 p.m. ET on November 30, 2018 to be eligible.

Neither Sponsor nor Independent Administrator is responsible for any purchase that is lost, late, misdirected or undeliverable, whether due to system errors, omissions, interruption, deletions, defects, delay in operations or transmissions, theft or destruction or failures, faulty transmissions or other telecommunications malfunctions, entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, faulty transmissions, technical malfunctions, or otherwise.

**B. ALTERNATE METHOD OF ENTRY (“AMOE”):** To receive an entry into the Sweepstakes without purchasing, Entrant may enter as follows: on a plain 3” x 5” card, legibly handprint your first name, last name, email, phone, address, city, state, zip and location of Entrant’s VSP Membership to: “Aloha in Any Light” PO Box 10798, Rochester, NY 14610. Entries must be postmarked by December 1, 2018 and received by December 8, 2018. Each envelope is considered one (1) entry into the Sweepstakes. Multiple entries submitted by a single Entrant or in the same envelope are void. Entries submitted or completed by anyone other than the Entrant are void. No mechanical reproductions will be accepted. Neither the Sponsor nor the Independent Administrator will verify receipt of entries for Entrants. All entries submitted become the sole property of Sponsor and will not be returned. Sponsor nor Independent Administrator is responsible for lost, late, misdirected, illegible, or damaged mailed entries.

**There is a limit of 1 entry per person for the Sweepstakes.** Any attempt by any Entrant to obtain entries by using multiple/different identities, and/or any other methods will void that Entrant’s entries and that Entrant may be disqualified from the Sweepstakes. Entry information becomes property of Sponsor and will not be returned. Sponsor and/or Independent Administrator will not verify receipt of entries for Entrants.

4. **WINNING/ODDS:** There will be one (1) random drawing held on or about December 12, 2018 in which three (3) grand prize winners (each a “Grand Prize Winner”) will be selected from among all eligible entries received during the Sweepstakes Period. Odds of winning will depend upon the total number of eligible entries received during the Sweepstakes Period. The random drawing will be conducted by the Independent Administrator, whose decisions are based upon its sole discretion and interpretation of these Official Rules, and are final and binding in all respects.

5. **PRIZES:** Each Grand Prize Winner will receive a trip (the “**Grand Prize**”) consisting of: (a) round trip coach class airfare for Grand Prize Winner and one (1) guest between the major commercial airport closest to Grand Prize Winner’s residence (as determined by Sponsor in its sole discretion) and Honolulu, Hawaii; (b) three (3) night standard hotel accommodations at a hotel selected by Sponsor (standard room, double occupancy); (c) ground transportation to/from the airport in Hawaii and the hotel; and (d) a \$500 gift card. Total Approximate Retail Value (“ARV”) of each Grand Prize is \$4,500.

All Grand Prize-related travel arrangements will be administered by the Independent Administrator and Sponsor. Grand Prize travel is subject to capacity controls, availability, weather, seasonal influences, and certain other restrictions, all of which are subject to change. The Sweepstakes Entities are not responsible for any cancellations, delays, diversions or substitutions, or any act or omission whatsoever with respect to the Grand Prize. The Sweepstakes Entities are not responsible for any mechanical difficulties or failure connected with the Grand Prize, or any act or omission whatsoever.

Grand Winner and his/her guest will be required to travel on identical itineraries including the same departure date and return date. Air transportation and hotel accommodations must be taken together and cannot be taken separately. Guest must stay in the same hotel room as Grand Prize Winner. No changes will be made to travel details once any element(s) of the travel arrangements have been booked, except at Sponsor’s sole discretion. All airline tickets issued in conjunction with the Grand Prize are not eligible for upgrades, frequent flyer miles or any other Sweepstakes benefit. Sponsor will not replace any lost or stolen tickets (including any event tickets or admission passes), travel vouchers or certificates or similar items once they are in the Grand Prize Winner’s possession or in the possession of the guest. Travel must be roundtrip. Sponsor or Independent Administrator will determine flight itinerary in its sole discretion. Once hotel and flight arrangements have been confirmed, no changes will be allowed except by Sponsor in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any travel arrangements. Travel is subject to the terms and conditions set forth in these Official Rules and those set forth by Sponsor’s travel prize supplier. If the Grand Prize Winner elects to travel or partake in the Grand Prize with no guest, no additional compensation will be awarded to the Grand Prize Winner.

All costs and expenses not specifically included herein are solely the Grand Prize Winner’s responsibility, as are all federal, state and local taxes. The Grand Prize Winner and guest are solely responsible for obtaining any desired or necessary travel documents (including government-issued photo identification). The Grand Prize Winner and guest hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of the Grand Prize. It is the responsibility of the Grand Prize Winner and his/her guest to arrive at the designated gateway airport(s) in time for each flight that is part of the Grand Prize.

Grand Prize Winner and his/her guest are responsible for all in-room charges (e.g., mini-bar, movies), telephone calls, meals, beverages, gratuities, upgrades, personal incidentals, amenities, taxes, travel insurance, bag check fees, parking fees, souvenirs and any other fees and expenses not specifically mentioned in these Official Rules. Grand Prize Winner will be required to provide a major credit card upon hotel check-in and all in-room charges will be charged to the credit card. Any damage to the room attributed to the Grand Prize Winner and/or his/her guest will be the responsibility of the Grand Prize Winner.

Sponsor bears no responsibility if any event, element or detail of the Grand Prize is canceled, postponed or becomes unavailable for any reason. Grand Prize Winner and his/her guest shall be subject to all terms and conditions printed on any ticket issues in conjunction with the Grand Prize.

6. **NOTIFICATION/PRIZE CLAIMS: Potential Grand Prize Winners will be notified via telephone or any other available contact source provided at the time of entry on or about December 14, 2018 (“Notification”).** Except where prohibited, the potential Grand Prize Winner must sign and return to the Sponsor an affidavit of eligibility/release of liability/publicity release (the “Release”) and IRS form W-9 in order to claim the Grand Prize (collectively, the “Required Documents”) within the time frame indicated in the notification containing the Required Documents. If the potential Grand Prize Winner fails to sign and return the Required Documents within the required time period, the potential Grand Prize Winner forfeits his/her right to the Grand Prize and an alternate Grand Prize Winner will be selected at random from among all remaining non-winning eligible entries received during the Sweepstakes Period, time permitting. The Grand Prize Winner’s guest must also sign a travel companion waiver (the “Waiver”) by the date of travel. The Grand Prize Winner consents to use of his/her name, likeness, biographical information, and voice in advertising worldwide without additional compensation (TN residents will not be required to sign a publicity release as a condition of winning the Grand Prize). The Grand Prize is taxable as income and the Grand Prize Winner is solely responsible for any taxes on the Grand Prize, including, but not limited to all applicable federal, state and local taxes. The Sponsor (or any party acting on its behalf) must report the value of the Grand Prize to the IRS in the year the Grand Prize is received by the Grand Prize Winner and will be reported to the Grand Prize Winner and the IRS in the form of a Form 1099. In the event it is deemed during the verification process that the potential Grand Prize Winner does not have a unique, personal and valid social security number for Sponsor (or any party acting on its behalf) to report the tax liability associated with acceptance of the Grand Prize, the potential Grand Prize Winner will be disqualified and another potential Grand Prize Winner will be selected from among the remaining non-

winning eligible entries received during the Sweepstakes Period, time permitting. Valid social security numbers will be determined by IRS requirements.

**PRIZE RESTRICTIONS:** The value of the Grand Prize is taxable as income to the Grand Prize Winner. No transfer or substitution of Grand Prize is allowed except at the sole discretion of the Sponsor. Grand Prize Winner is required to comply with any and all applicable federal, state and local laws, rules and regulations. Sponsor reserves the right to substitute a prize of equal or greater value if the Grand Prize becomes unavailable due to reasons beyond the control of the Sponsor. Sponsor will not replace any lost or stolen Grand Prize. No more than the stated number of prizes (three (3) Grand Prizes) set forth in these Official Rules will be awarded.

**7. GENERAL:** All federal, state and local taxes on the Grand Prize are the sole responsibility of the Grand Prize Winner, if applicable. By participating in this Sweepstakes, each Entrant agrees: [a] to abide by and be bound by these Official Rules and the decisions of the Sponsor and Independent Administrator which shall be final in all respects relating to the Sweepstakes, including without limitation the interpretation of these Official Rules; [b] to release, discharge and hold harmless Sponsor, its franchisees, licensees, subsidiaries, affiliates, advertising agencies, promotional agencies and suppliers, and any other individual or company involved in the development or execution of the Sweepstakes, including the Independent Administrator, from any and all injuries, liability, losses, damages, rights, claims and actions of any kind including liability for personal injury or death resulting from his/her participation in the Sweepstakes or their acceptance, use or misuse of the Grand Prize; and [c] if the Grand Prize Winner, to the use of his/her name, voice, image and/or likenesses for advertising, publicity and promotional purposes by Sponsor and Sponsor's subsidiaries and affiliates without further notice or compensation (unless prohibited by law) and, except where prohibited, to execute specific consent to such use if asked to do so. Sponsor, its licensees, subsidiaries, affiliates, advertising agencies, promotional agencies and suppliers and any other individual or company involved in the development or execution of the Sweepstakes, including the Independent Administrator, and each of their respective directors, officers, shareholders and employees are not responsible and shall not be liable for; [a] electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction; [b] unauthorized access to or alterations of entry materials; [c] technical, network, telephone equipment, electronic, computer, hardware or software malfunctions; or [d] limitations of any kind or inaccurate transmissions of or failure to receive information by Sponsor on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. Sponsor and / or Independent Administrator are not responsible for lost, late, incomplete, incorrect, damaged, misdirected, or illegible entries or any condition caused by events beyond the control of the Sponsor that may cause the Sweepstakes to be disrupted or corrupted. Sponsor may prohibit an Entrant from participating in the Sweepstakes or winning the Grand Prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other Entrants, Sponsor, or Independent Administrator. Entries which contain false information, are incomplete, inaccurate or are otherwise forged, defective, or made outside authorized channels, including those which have failed due to malfunction or failure of phones, phone lines, telephone systems or networks, server, providers, computer equipment, software or any combination thereof of any kind, any human error or otherwise, shall be void. **CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSISTITUTE A WAIVER OF THESE PROVISIONS.** If, for any reason whatsoever, this Sweepstakes, in Sponsor's sole opinion, is not capable of running as planned, including, but not limited to, by reason of infection by computer virus, tampering, fraud, technical failures, or any other cause which, in the Sponsor's sole judgment, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend this Sweepstakes and limit entries to those submitted prior to the action taken, or to proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion. All federal, state and local regulations apply.

**8. SPONSOR:** Transitions Optical Inc. 9251 Belcher Road, Pinellas Park, Florida 33782.

**9. INDEPENDENT ADMINISTRATOR:** National Sweepstakes Company, LLC, 80 Rockwood Place, Ste 104, Rochester, NY, 14610.

**10. WINNERS' LIST REQUEST:** To receive a winner's list, send a self-addressed, stamped (business size) envelope to: "Aloha in Any Light" Winners List Request, PO Box 10505, Rochester, NY, 14610. Requests must be received by December 12, 2018.

*This Sweepstakes shall not be published without written permission by Sponsor.*