

## **Gordon Schanzlin New Vision Institute Heroes LASIK Sweepstakes**

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

**THIS SWEEPSTAKES IS OPEN ONLY TO LEGAL RESIDENTS OF CALIFORNIA.**

**THESE OFFICIAL RULES GOVERN ALL ASPECTS OF SWEEPSTAKES PARTICIPATION AND PRIZE AWARD.**

1. Introduction. The Gordon Schanzlin New Vision Institute Sweepstakes (the "Sweepstakes") is sponsored by Gordon Schanzlin New Vision Institute ("Sponsor") located at 8910 University Center Lane, Suite 800 UTC, La Jolla, California 92122 ("Location"). The Sweepstakes is offered on [www.gwsvision.com/lasik-for-heroes/](http://www.gwsvision.com/lasik-for-heroes/) (the "Website"). One (1) winner will be selected in a random drawing from among all eligible entries received during the Promotion Period ("Prize Winner").

**ONLY ONE (1) PRIZE WILL BE AWARDED IN THE SWEEPSTAKES.**

2. Eligibility. The Sweepstakes is open only to those Entrants who are at least eighteen (18) years of age at the time of Sweepstakes entry and are legal residents of and physically residing in California. Employees, officers and directors of Sponsor, or its respective parents, subsidiaries, and agents, as well as any immediate family member (defined as parents, spouse, children, siblings and grandparents) and household members of each such employee, officer and director are not eligible. By participating, Entrant agrees to abide by these Official Rules and the decisions of Sponsor, which are final and binding in all respects. The Sweepstakes is subject to all applicable federal, state, and local laws and is void where prohibited. All Entrants agree that Sponsor, and its affiliates and agents and their respective employees, officers and directors shall not be liable for injury, loss, or damage of any kind resulting from participating in this Promotion or from acceptance or use of the Prize. Sponsor reserves the right to verify that any Prize Winner meets eligibility requirements. The Prize Winner must attend a free medical evaluation and be determined to be a candidate for LASIK or PRK surgery in accordance with established medical standards and industry guidelines. Nominees must be new patients of Sponsor and cannot have previously had any refractive surgery.

3. How to Enter. The Sweepstakes entry period begins on March 1, 2020, at 12:00 a.m. Eastern Time and ends on April 30, 2020, at 11:59 p.m. Eastern Time ("Promotion Period"). To be entered to win the prize ("Prize") a person must be (i) nominated by another person ("Nominator") for their outstanding contributions to the community, and (ii) be an eligible candidate for LASIK or PRK surgery ("Nominee"). Sponsor will randomly select one (1) Prize Winner from among all eligible entries received during the Promotion Period. The drawing will be conducted by an official of the Sponsor whose decision is final and binding.

Enter the Sweepstakes online via the internet. Go to [www.gwsvision.com/enter-lasik-sweepstakes/](http://www.gwsvision.com/enter-lasik-sweepstakes/), complete the online entry form and submit during the Promotion Period. Limit one entry per Nominee during the Promotion Period. Multiple entries submitted for Nominee are void. The Nominator and Nominee shall be referred to as ("Entrant")

4. Conditions of Entry. Eligible Nominators must enter via the online method as described above. Incomplete entries are void. By entering, Nominators acknowledge compliance with these Official Rules, including all eligibility requirements. Nominees will only receive one (1) entry into the Sweepstakes. All

entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Entry materials that have been tampered with are void. Multiple Entrants are not permitted to share the same email address. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins or any other method will void that Entrant's entries and that Nominator or Nominee may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the Nominator. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder.

5. Drawing. Sponsor will randomly select one (1) potential Prize Winner from among the eligible entries received during the Promotion Period. The odds of winning depend on the number of eligible entries received. A purchase of any good or service offered by Sponsor will not improve an Entrant's chances of being selected. The drawing will be conducted by an official of Sponsor whose decision is final and binding. Receiving a prize is contingent upon compliance with these Official Rules. The Prize Winner will be notified of his/her selection for the Prize by phone at the phone number provided during the entry ("Notice"). The Prize Winner may reject the prize by the same procedure. Except where prohibited, within seven (7) days of the date Notice or attempted Notice is given, in order to claim his/her Prize Winner must go to the Location for a consultation and determination of medical candidacy for surgery and complete, sign and submit a Declaration of Compliance, Liability, Travel & Publicity Release ("Declaration"). If the Prize Winner cannot be contacted after three (3) attempts to provide Notice, or fails to submit the Declaration at the consultation, an alternate Nominee will be selected as the Prize Winner in his/her place at random from among all eligible entries received. Only three (3) alternate drawings will be held, after which the Prize will remain un-awarded. The Prize may take up to 8 – 10 weeks after successful winner notice, claim and verification and determination of medical candidacy is complete to be fulfilled.

6. Prize. One (1) Prize may be awarded. The Prize that may be received by the Prize Winner is one complimentary refractive surgical procedure, limited to either a laser in situ keratomileusis (LASIK) or photorefractive keratectomy (PRK) surgery, which covers the service cost of surgery on both eyes. The total retail value of the Prize is \$4,950.00. Selection as a Prize Winner does not guarantee medical candidacy for the refractive surgical procedure. The Prize Winner's medical candidacy for surgery will be determined by the Gordon Schanzlin New Vision Institute's facility. If the Prize Winner is determined not to be an eligible candidate, no compensation or substitution for the Prize will be provided and Sponsor will have no further obligation to the Prize Winner. The Prize includes the refractive surgical procedure offered to the public only and does not include any other separate or ancillary treatments, products, or services offered to the public, all of which may be elected by the Prize Winner for an added fee, but are not required to receive the traditional procedure under the Prize. The Prize Winner may not assign or transfer the Prize and cannot exchange the Prize for equivalent cash value. No substitution of the Prize is allowed, except that Sponsor reserves the right in its sole discretion to substitute the prize with another prize of greater or equal value. Winner is solely responsible for any and all applicable government taxes associated with the Prize awarded.

7. Winners. Except where prohibited, participation in the Sweepstakes constitutes Prize Winner's consent to Sponsor's use of the Prize Winner's name, likeness, voice, opinions, hometown and state for promotional purposes in any media without further payment or consideration unless the Prize is expressly rejected by the Prize Winner. If, in Sponsor's opinion, there is any suspected or actual evidence of tampering with any portion of the Sweepstakes, or if technical difficulties compromise the integrity of the Sweepstakes, Sponsor reserves the right to terminate the Sweepstakes and conduct a random drawing using all entries received as of the termination date. Should the Sweepstakes be terminated prior to the end of the Promotion Period, notice will be given on the Website. Any attempt by any person to deliberately damage Sponsor's website or undermine the legitimate operation of this Sweepstakes may be a violation of criminal and civil laws, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

8. Release. By acceptance of any Prize, Prize Winner agrees that Sponsor, and its parents, subsidiaries and affiliated companies, and their respective agents, employees, directors and officers, are not liable whatsoever for any injuries, losses or damages of any kind resulting in whole or in part, directly or indirectly, from the acceptance, possession, use or misuse of any Prize or from Prize Winner's participation in the Sweepstakes.

9. Limitations of Liability and Governing Law. Sponsor is not responsible for: (1) incorrect or inaccurate transcription of entry information or late, lost, stolen, illegible, incomplete, or misdirected entries or entries received through impermissible or illegitimate channels, all of which will be disqualified; (2) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer, network, hardware or software; (3) the unavailability or inaccessibility of any website or service; (4) unauthorized human intervention in any part of the entry process or the Sweepstakes; (5) electronic or human error which may occur in the administration of the Sweepstakes or the processing of entries; (6) late, lost, undeliverable, damaged or stolen mail; or (7) any injury or damage to persons or property, including but not limited to Entrant's computer, which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or from downloading any material from the Website, regardless of whether the material was prepared by Sponsor or a third party, and regardless of whether the material is connected to the Website by a hypertext link. If, for any reason, an Entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another entry in the Sweepstakes if it is possible. Sponsor reserves the right to cancel or discontinue the Sweepstakes at any time during the Promotion Period. If the Sweepstakes, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred but in no event attorneys' fees and under no circumstances where permissible under applicable laws, will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, any punitive, incidental or consequential damages or any other damages, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY

FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrant, or Sponsor in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

10. Dispute Resolution and No Class Relief. Entrant agrees that except with respect to the protection and enforcement of the intellectual property rights of the Sponsor and their rights to seek and/or obtain injunctive or equitable relief, any claim, cause of action or proceeding arising out of or relating to the Official Rules or any Sweepstakes shall be resolved by mandatory, binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) as supplemented by AAA’s Supplementary Procedures for Consumer-Related Disputes. The arbitration shall be conducted in San Diego, California, and the Federal Arbitration Act, and not any state law concerning arbitration, shall apply. The arbitration award shall be final and exclusive, and the prevailing party in the arbitration may file an action in court to confirm and to enforce the arbitration award. Any such action, or any claim, cause of action or proceeding not subject to arbitration as set forth in this Section, shall be filed and adjudicated in a state or federal court in San Diego County, California, and all parties agree to submit to the personal jurisdiction of those courts. Entrants irrevocably waive any rights to seek and/or obtain injunctive or other equitable relief and any defense of forum non conveniens. Should either party pursue any other judicial or administrative action with respect to any matter included within the scope of this binding arbitration provision, the responding party will be entitled to recover its costs, expenses and attorneys’ fees incurred as a result of such action. **Further, any and all disputes, claims and causes of action arising out of or connected with a Sweepstakes, or any Prize awarded, will be resolved individually, without resort to any form of class action.**

11. Data Collection. Participation in the Sweepstakes is completely voluntary; you have a choice whether or not to disclose information required to enter. Information requested may include personal contact information such as your name, phone number, shipping and email addresses. Contact information will be used to notify Prize Winners, award prizes and contact users with further information about Sponsor’s future programs and events. Should you desire to be excluded from communications regarding Sponsor’s programs and events or request for your information to be removed from our systems, please send a written request to 1555 Palm Beach Lakes Blvd, #200 West Palm Beach FL 33401, stating that you wish to not be contacted. Sponsor may also supplement the data you provide with data from data append services. All information collected is subject to the Privacy Policy, located at <https://www.gwsvision.com/>.

12. Rules Request. To receive a hardcopy of these official rules, send a legal-size, self-addressed, stamped envelope to Gordon Schanzlin New Vision Institute Heroes LASIK Sweepstakes – Official Rules, 1555 Palm Beach Lakes Blvd, #200 West Palm Beach FL 33401, prior to the end of the Promotion Period.

13. Winner List. Winner List requests will only be accepted after the Promotion Period end date (listed above) and no later than one year after the Promotion Period end date. For the Winner List, send an email with subject line: Gordon Schanzlin Heroes Winners List to [npursch@gwsvision.com](mailto:npursch@gwsvision.com)