

## **LASIK MD Contest Rules**

### **LASIK MD “SCRATCH AND SEE” (the “Contest”) OFFICIAL CONTEST RULES AND REGULATIONS**

Please read these contest rules (“**Contest Rules**”) in their entirety before entering the Contest. Do not enter the Contest unless you agree to these Contest Rules. Participation in the Contest constitutes unconditional agreement and acceptance to these Contest Rules which are final on all matters relating to the Contest.

#### **1. CONTEST PERIOD**

- 1.1 The Contest begins on February 5, 2018 at 9 a.m. (EST) and ends on April 30, 2018 at 11:59 p.m. (EST) (the “**Contest Period**”).

#### **2. ELIGIBILITY**

- 2.1 The Contest is conducted by LASIK MD Inc. (“**LASIK MD**”) and is open to all legal residents of Canada (except in Alberta, British Columbia and Ontario) who have reached the age of majority where they reside, subject to the provisions of section 2.2 and 2.3.
- 2.2 Entrants are not eligible to participate in the Contest if they are: (a) employees, agents or representatives of LASIK MD or any of its affiliates, subsidiaries, related companies, advertising or promotional agencies, or assignees; or (b) a member of the immediate family of any of the aforementioned parties and the persons with whom they are domiciled (for the purpose of the Contest Rules, “immediate family” means spouse, parents, siblings and children, whether or not they reside in the same household).
- 2.3 LASIK MD shall have the right at any time to require proof of identity and/or eligibility from participants to claim the Prize. Failure to provide such proof within a reasonable period of time may result in disqualification. All personal and other information requested by and supplied to LASIK MD for the purpose of this Contest must be truthful, complete, accurate, and in no way misleading. LASIK MD reserves the right to disqualify any participant in its sole discretion should any entrant at any stage contain and/or supply untruthful, incomplete, inaccurate or misleading personal details and/or information at any stage of the Contest.

#### **3. HOW TO ENTER**

- 3.1 Five hundred sixty-five thousand (500,000) free game cards (the “**Game Card**”) will be distributed in Canada during the week of February 5, 2018. Bring your Game Card when you visit the clinic for a pre-operative consultation or for your Laser Vision Correction Procedure (the “**Correction Procedure**”). Hand in your Game Card to the LASIK MD representative who will scratch it to reveal the prize you may win, subject to compliance with these Contest Rules and correctly answering a mathematical skill-testing question appearing in the Declaration form (as defined in section 5).
- 3.2 Game Card must be scratched at the Clinic only by a LASIK MD representative, or otherwise void.
- 3.3 Once scratched, the Game Card will be inserted in your file by the LASIK MD representative.

3.4 Each participant is entitled to one (1) entry. Duplicate entries will not be considered.

**4. PRIZE**

4.1 All five hundred sixty-five thousand (500,000) Game Cards contain a prize. Prizes consist of a rebate (the “Rebate”) applicable on a Custom LASIK procedure or a free procedure (the “Free Correction Procedure”) performed by any type of technology offered by LASIK MD. The allotment of prizes and odds of winning are:

<b>Prizes</b>	<b>Number</b>	<b>Odd of winning</b>
\$50 Rebate on Custom LASIK Procedure	125,000	25%
\$100 Rebate on Custom LASIK Procedure	200,000	40%
\$200 Rebate on Custom LASIK Procedure	100,000	20%
\$300 Rebate on Custom LASIK Procedure	74,000	14,8%
Free Correction Procedure	1,000	0,2%

4.2 Notwithstanding the fact that a participant has won the Prize, the final determination as to whether or not such a participant is a candidate for Laser Vision Correction will be based on the medical opinion of a LASIK MD surgeon, at his sole discretion. If the Contest winner is deemed a non-candidate for Laser Vision Correction, the Prize may be transferred to another individual of the choosing of the Contest winner.

4.3 Prize must be accepted as described in these Contest Rules and may not, in any case, be in whole or in part transferred to another person, replaced by another prize or exchanged for cash, except as provided otherwise in these Contest Rules and as provided in the section below.

4.4 In the event that it would be impossible, difficult and/or more costly for LASIK MD to award the Prize (or a portion thereof) as described in these Contest Rules, LASIK MD reserves the right to award a prize (or portion thereof) of the same kind and of equivalent value or, at its sole discretion, the cash value of the Prize (or portion thereof) as indicated in the Contest Rules.

4.5 The appropriate Correction Procedure must be completed to redeem the rebate or the Free Correction Procedure, as applicable. It must be completed in any LASIK MD clinic (except clinics located in Ontario, Alberta and British Columbia) and at the latest on May 31, 2018, otherwise the prize will be void.

4.6 The Rebate or the Free Correction Procedure, as applicable, will be applied on the invoice on the day the Correction Procedure is completed.

- 4.7 The prize is valid on a Correction Procedure to be performed on both eyes only. If the patient only needs to get surgery on one eye, the rebate will be half the amount.
- 4.8 The prize cannot be combined with any other discount (except, in the case of a Rebate, with the \$200 rebate printed on the left hand side of the Game Card), special offer, corporate plan or financing plan with deferred payment without interest.
- 4.9 Notwithstanding the fact that a participant has won the Prize, the final determination as to whether or not such a participant is a candidate for Laser Vision Correction will be based on the medical opinion of a LASIK MD surgeon, at his sole discretion. If the Contest winner is deemed a non-candidate for Laser Vision Correction, the Prize may be transferred to another individual of the choosing of the Contest winner.
- 4.10 The value of the Laser Vision Correction procedure depends on what is recommended at the pre-operative consultation, the technology to be used as well as the prescription of the Prize winner. A pre-operative consultation will determine whether the Standard or the Custom LASIK procedure is recommended for the Prize winner. The maximum retail value of the Prize is \$4,380.00 and there are no applicable taxes on the Prize. No compensation will be awarded to the winner if the value of the Laser Vision Correction procedure is less than the maximum retail value.
- 4.11 The Winner is responsible for all expenses not included in the Prize including, without limiting the foregoing, eye drops required for follow-up care post-procedure. The Prize winner will be responsible for all costs associated with such drops, the cost of which represents \$100 or less.
- 4.12 The Prize includes free follow-up care in the clinic where the procedure is conducted, subject to compliance with the follow-up care instructions and policies. Optometric fees for follow-up examinations will be at the expense of the winner, should they not take place at a LASIK MD clinic.

## **5. PRIZE DRAW**

- 5.1 Verifications will be made before a selected person is declared a winner. Additionally, the selected participant must comply with the terms of these Contest Rules and successfully answer a skill-testing question administered over the phone by a LASIK MD representative in order to be declared a winner.
- 5.2 Complete and sign the Declaration Form to confirm that you comply with all conditions set forth in these Contest Rules and leave it with the LASIK MD representative.
- 5.3 Upon request and in a timely manner, provide an identification card with photograph.

## **6. CONDITIONS OF PARTICIPATION**

- 6.1 By participating in this Contest, the participant agrees: (a) to be bound by the Contest Rules; (b) to be bound by the decisions of LASIK MD, which shall be final and binding in all respects subject to a ruling by the *Régie des alcools, des courses et des jeux du Québec* on any issue under its

jurisdiction; and (c) to sign and return all patient consent, information and release of liability forms as may be required by LASIK MD in its sole discretion, namely to fill out and sign the Declaration and Release Form (the “**Declaration Form**”) that LASIK MD will provide him/her by mail, fax or e-mail to the effect that he/she has fulfilled all the requirements of these Contest Rules, and return it to LASIK MD for them to receive it within fifteen (15) days of its receipt.

- 6.2 Failure to comply with one of the conditions mentioned in these Contest Rules or to accept the prize will cause the participant to be disqualified and the prize will be cancelled. Any prize not claimed will be cancelled.

## **7. USE OF PERSONAL INFORMATION**

- 7.1 By participating in the Contest, the participant: (a) grants to LASIK MD and its affiliates and subsidiaries the right to use his/her personal information for the purpose of administering the Contest, including but not limited to contacting and announcing the winner; (b) grants to LASIK MD and its affiliates and subsidiaries the right to use his/her name, place of residence and photograph or other likeness, and his/her testimony, without further compensation or notice, for publicity and promotional purposes relating to the Contest in any and all media now known or hereafter devised including the Internet; and (c) acknowledges that LASIK MD may disclose his/her personal information to third-party agents and service providers in connection with any of the activities listed above. By participating in the Contest, the participant also permits LASIK MD to use and share his/her information with its subsidiaries and affiliates in order to promote to the participant services or products that may be of interest to him/her. Personal information collected in connection with the Contest will be used by LASIK MD in accordance with its privacy policy available at [www.lasikmd.com/privacy-policy](http://www.lasikmd.com/privacy-policy).

## **8. INTELLECTUAL PROPERTY**

- 8.1 All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, logos, slogans and representations are owned or licensed by LASIK MD and/or its affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

## **9. LIMITATION OF LIABILITY**

- 9.1 LASIK MD will not be liable for : (a) any incorrect or inaccurate information, whether caused by Contest Website users or by any equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of entries in the Contest; (b) any error, omission, interruption, deletion, defect or delay in operation of the Contest Website or any transmission in connection with the Contest; (c) any communications line failure, theft, destruction, or unauthorized access to, or alteration of, entries; (d) any problems with, or technical malfunction of, any telephone network or lines, computer on-line systems, servers or providers, computer equipment, software, or failure of e-mail which may occur for any reason whatsoever, including technical problems or traffic congestion on the Internet or at any website or combination thereof; or (e) any injury or damage to participants’ materials in this Contest. If the Contest is not capable of running as planned for any reason, including infection by

computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of LASIK MD which corrupt or affect the administration, security or proper conduct of this Contest, LASIK MD reserves the right at its sole discretion to, without advance notice, terminate or suspend the Contest, in whole or in part, or modify it in any way, subject to the approval of the *Régie des alcools, des courses et des jeux* in respect of residents of Quebec.

- 9.2 In the event of a defect regarding a Game Card which implies that it does not have the essential characteristics set out in these Contest Rules and does not allow a participant to enter the Contest, LASIK MD's liability will be limited to the replacement of the Game Card in compliance with what is set forth hereinafter. Should a defect be noticed, the LASIK MD representative will hand out a new Game Card to the participant upon remittance of the defective Game Card.
- 9.3 By entering the Contest, any participant selected for a Prize releases and holds harmless LASIK MD, any company, corporation, trust or other legal entity controlled by or affiliated to LASIK MD, their advertising and promotional agencies, and their respective employees, agents and representatives (the "**Released Parties**") from and against any damage resulting from the acceptance or use of the Prize.
- 9.4 By entering the Contest, the participant selected for the Prize releases and holds harmless LASIK MD, any company, corporation, trust or other legal entity controlled by or affiliated to LASIK MD, their advertising and promotional agencies, and their respective employees, agents and representatives (the "**Released Parties**") from and against any damage resulting from the acceptance or use of the Prize.

## **10. GOVERNING LAW**

- 10.1 The Contest is subject to applicable federal, provincial and municipal laws and regulations and is void where prohibited by law.

## **11. DISCREPANCIES**

- 11.1 The terms and conditions of the Contest Rules shall prevail in the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest related materials including, but not limited to, the Contest entry form.

## **12. OFFICIAL RULES**

- 12.1 These Contest Rules will be available online at <http://www.lasikmd.com/scratchandsee>.

## **13. GENERAL CONDITIONS**

- 13.1 Entry forms sent in by fax, deposited in person, or transmitted in any way other than that specified in these Contest Rules will not be accepted.

- 13.2 Upon approval from the *Régie des alcools, des courses et des jeux* , LASIK MD reserves the right to terminate the Contest if circumstances beyond its control prevent the Contest from being continued and it shall not be held liable in such an event.
- 13.3 Game Cards and Declaration Forms are subject to verification by LASIK MD. Any Game Card or Declaration Form which is, as the case may be, incomplete, illegible, manually or mechanically reproduced, mutilated, fraudulent, obtained from an unauthorized source, received or submitted late, not bearing the valid contact information of a participant, not bearing the correct answer to the mathematical skill-testing question or otherwise noncompliant may be rejected and will not entitle a participant to an entry or a prize, as the case may be.
- 13.4 If the number of winning Game cards was to be potentially higher than the number of prizes indicated in these Contest Rules, this being due to a mechanical or electronic error, or other defect arising from the printing or production process of the Game Cards, LASIK MD reserves the right to suspend the awarding of the prizes in whole or in part without any notice. In such case, LASIK MD will set out the new terms according to which these prizes will be awarded or not, at its sole discretion.
- 13.5 LASIK MD reserves the rights to disqualify a person or to cancel one or several entries of a person who participates or tries to participate in this Contest by using methods that do not comply with these Contest Rules or that are unfair to other participants (e.g. entries exceeding the authorized limit). Such a person may be reported to the appropriate legal authorities.
- 13.6 Prizes must be accepted as described in these Contest Rules and may not, in any case, be in whole or in part transferred to another person, replaced by another prize or exchanged for cash, except as provided in the section below.
- 13.7 Any attempt to deliberately damage the Contest web site and/or any related web site or to sabotage the legitimate conduct of this Contest constitutes a violation of civil and criminal laws. Should there be any such attempts, LASIK MD reserves the right to reject the participant's entries and obtain legal or equitable relief under applicable laws.
- 13.8 The participant selected for the Prize acknowledges that upon awarding of the Prize, the obligations related to it become the responsibility of the provider of services and goods related to the Prize.
- 13.9 In no event shall LASIK MD be required to award more prizes than indicated in these Contest Rules or to award a prize otherwise than in compliance with these Contest Rules.
- 13.10 Persons who enter or try to enter this Contest release the Released Parties from any liability for damage these said persons may incur as a result of their entry or their attempt to enter the Contest.
- 13.11 Declaration Forms are the property of LASIK MD and shall not in any case be returned to winners.
- 13.12 In the case of any discrepancy between the French and English versions of these Contest Rules, the English version shall prevail.