



Every month you'll have  
a chance to win a  
**\$2020 gift card.**

### Eligibility

NO PURCHASE NECESSARY. The 2020 Glasses Giveaway (the "Promotion"): The Promotion is open only to legal residents of the United States who are at least eighteen (18) years old at the time of entry, but excludes all residents of Connecticut, Delaware, Hawaii, Massachusetts, Nebraska, New Hampshire, New Jersey, Rhode Island, Tennessee, Vermont. Employees of Eyemart Express LLC ("Sponsor"), and their parents, subsidiaries, affiliates, promotion and advertising agencies, and members of their immediate families (spouse and parents, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to enter or win. The Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes participant's full and unconditional agreement to these Terms and Conditions and Sponsor's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. By participating in the Promotion, the entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Promotion.

### How to Enter

**Automatic Entry:** All eligible entrants who make a purchase in-store or online via <https://www.eyemartexpress.com> during the Entry Periods described below under "Prizes and Entry Periods" will be automatically entered into the Promotion. Entrants must provide a valid telephone number or email address. Limit of one entry per person, per household, per Entry Period.

**Alternative Methods of Entry:** To submit an entry without making a purchase, an eligible person may submit an entry by mailing a piece of paper with your name, home mailing address, email address, day/evening phone numbers, and date of birth in an envelope with proper postage to "Eyemart Express 2020 Glasses Giveaway – Free Entry Request," 13800 Senlac Drive, Suite 200, Farmers Branch, TX, 75234. Mail-in requests, must be handwritten. The mailing envelope must include a return address in the upper left-hand corner that matches the requestor's street address. All entries must not be postmarked prior to December 29, 2019 and received by Sponsor prior to December 21, 2020. Limit: 1 request per envelope during the time period listed above. All requests must be hand printed and will become the exclusive property of the Sponsor. No entry will be acknowledged or returned. Proof of sending an entry will not be deemed to be proof of receipt of any entry by the Sponsor. The Sponsor is not responsible for, and will not accept, any lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due request entries.

### Determination and Awarding of Prizes

On or around one week after the applicable Entry Period closes, The Sponsor will select one winner for the prize(s) described below from all eligible entries received during the applicable Entry Period. Entries to do not roll over from the previous Entry Period. The winner selection process will be conducted by representatives of Eyemart Express LLC, whose decisions are final. Odds of winning will depend upon the total number of eligible entries received for each Entry Period. Prizes & Approximate Retail Value: One (1) Winner will receive a gift card for \$2,020 redeemable only at any Eyemart Express, Vision4Less, Eyewear Express or Visionmart Express location, per Entry Period.

Potential winners will be notified by email or telephone (at the Sponsor's discretion). Winner will be notified within five (5) days of the winner's selection, via email, and/or at Sponsor's discretion. In the event a winner doesn't respond to Sponsor's notification or does not accept the prize within five (5) business days of notification, the prize will be deemed forfeited and an alternate winner

will be selected. In the event that any one or more potential winner fails to respond as stated above, declines the prize, such winner will be deemed to forfeit the prize and Sponsor will select an alternate winner from the remaining eligible entrants. If any alternate(s) similarly fails to respond or declines the prize, Sponsor will use a reasonable number of attempts, in its discretion, to award the prize(s) to another alternate(s) but if it is unable to do so, the prize will be finally forfeited and Sponsor shall have no further liability in connection with this Promotion. Identification of winner: winner's name will be posted online at <http://www.eyemartexpress.com/lander/listofwinners> on or around the first day of each Entry Period for a period of 30 days, and each entrant shall be deemed to consent to and authorize such posting.

Prizes must be collected in person at Entrant's preferred Eyemart Express, Vision4Less, Eyewear Express or Visionmart Express location, which will be agreed upon by the winner and Sponsor at the time of prize claim. Any prize not timely accepted by a winner will, in The Sponsor's sole discretion, be forfeited for future use by The Sponsor, returned to the prize donor, or awarded to an alternate winner. If a prize notification e-mail or any prize is returned to The Sponsor or its designated agent as undeliverable, that prize may, in Sponsor's sole discretion, be awarded to an alternate winner or forfeited. Prize packages will be awarded on an individual basis, with no more than one prize package awarded to each entrant. All eligible entries in The Promotion will remain eligible for each prize in the applicable Entry Period unless drawn as a winner for another prize. The Sponsor may, in its sole discretion, choose to substitute a prize of equal or greater value in the event the offered prize is unavailable. Prizes are not redeemable for cash, exchangeable, or transferable. All taxes on prizes, including but not limited to Federal, State, and local income and sales taxes, are the responsibility of the winners. The Winner must complete a W9 form and supply Sponsor with his/her social security number for tax purposes. An IRS Form 1099 will be issued in the name of the winner for the actual value of the prizes received. Sponsor shall have no responsibility or obligation to any winner or potential winner who are unable or unavailable to accept or utilize prizes as described herein.

## Prizes and Entry Periods

The Promotion begins on January 1, 2020 at 12:00:01 a.m. Central Time ("CT") and ends on December 31, 2020 at 11:59:59 p.m. CT (the "Promotion Period"). The Promotion Period consists of (12) twelve separate Entry Periods, as described below:

Month	Entry Period	Winner Selected	Prize
January 2020	1/1/20 - 1/31/20	2/3/20 - 2/7/20	\$2,020
February 2020	2/1/20 - 2/29/20	3/2/20 - 3/6/20	\$2,020
March 2020	3/1/20 - 3/31/20	4/6/20 - 4/10/20	\$2,020
April 2020	4/1/20 - 4/30/20	5/4/20 - 5/8/20	\$2,020
May 2020	5/1/20 - 5/31/20	6/1/20 - 6/5/20	\$2,020
June 2020	6/1/20 - 6/30/20	7/6/20 - 7/10/20	\$2,020
July 2020	7/1/20 - 7/31/20	8/3/20 - 8/7/20	\$2,020
August 2020	8/1/20 - 8/31/20	9/7/20 - 9/11/20	\$2,020
September 2020	9/1/20 - 9/30/20	10/5/20 - 10/9/20	\$2,020
October 2020	10/1/20 - 10/31/20	11/2/20 - 11/6/20	\$2,020
November 2020	11/1/20 - 11/20/20	12/7/18 - 12/11/20	\$2,020
December 2020	12/1/20 - 12/31/20	1/4/21 - 1/8/21	\$2,020

## **Odds of Winning**

Odds of winning are determined by the total number of entries received during an Entry Period, and cannot be projected.

## **General Terms**

If The Promotion is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may either: (a) cancel or terminate the Promotion; (b) suspend The Promotion while it investigates the impairment, then resume the promotion if the impairment is resolved; or (c) award the prize at random from among the eligible entries received up to the time of the impairment. The Sponsor may disqualify any entrant if the Sponsor believes any entrant has violated these Official Rules or acted in an unsportsmanlike, deceptive, or disruptive manner. Failure by the Sponsor to enforce any term of these Official Rules does not constitute a waiver of that provision. If the prize becomes unavailable or infeasible to award, or if any the Promotion is impaired or becomes impractical due to any event beyond the control of the Sponsor, the Sponsor may modify, shorten, suspend, or cancel the Promotion without liability.

## **Release and Indemnification**

Participating in the Promotion is voluntary. Entry constitutes permission for the Sponsor (except where prohibited by law) to use entrants' and winners' names, store location and likenesses in connection with promoting the Sponsor in any media, including, without limitation, identifying the winners on Sponsors website, without additional compensation. By entering, all entrants agree to be bound by these Official Rules and further agree to release, indemnify and hold harmless the Sponsor, its licensees, affiliates, successors, funders, and prize providers, and their respective directors, officers, and employees ("Released Parties") from and against all actions, causes of actions, and liability, including attorney's fees and costs, arising out of or relating to participation in the Promotion and receipt and use or misuse of the prize awarded. Entrants acknowledge that the Released Parties have made no warranty, representation or guarantee, expressed or implied, relating to any prize. ALL PRIZES ARE PROVIDED AS-IS.

## **Choice of Law**

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of The Sponsor in connection with the contest, shall be governed by the laws of the State of Texas without regard to the conflicts of law principles thereof.

## **Privacy**

Except as set forth in these rules, information collected from participants is subject to Sponsor's Privacy Policy available at <https://www.eyemartexpress.com/support/privacy>. By entering, you: (1) agree to comply with the terms of use of the website located at <https://www.eyemartexpress.com/support/privacy>; (2) agree that you may receive marketing materials and other solicitations from Eyemart Express; (3) agree to the terms and conditions of these rules; and (4) agree that Sponsor may identify you as an entrant in or winner of the Promotion. You may unsubscribe at any time by visiting <https://www.eyemartexpress.com/paperless>.

## **Sponsor**

This contest is sponsored by Eyemart Express LLC, 13800 Senlac Drive, Suite 200, Farmers Branch, TX, 75234.