



Prevent Blindness America – Most Beautiful Eyes Contest (“Contest”) 2012 OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE THE CHANCE OF WINNING. VOID WHERE PROHIBITED. BY ENTERING, ENTRANT AGREES TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF THE SPONSOR AND JUDGES, WHICH SHALL BE FINAL IN ALL RESPECTS. THIS CONTEST **EXCLUDES RHODE ISLAND**.

1. ELIGIBILITY: Children birth to seventeen (17) years of age at the time of entry (“Eligible Age”) photographs can only be submitted by the parent or legal guardian, who are legal residents of the United States (excluding Rhode Island) or the District of Columbia and 18 years of age or older at time of entry. The prizes will be awarded to the Eligible Age individual featured in the photograph (“Submission”). The following individuals are not eligible to enter or win: Employees, contractors, board members or directors and officers of Prevent Blindness America or any of its subsidiaries and affiliated organizations, advertising, fulfillment, insurance agencies, judging and Contest agencies involved in the administration, development, fulfillment and execution of this Contest (collectively, “Contest Parties”), and the immediate family members (spouse, parent, child, sibling and spouse or “step” of each) and those living in the same households (those persons whether related or not who live in the same residence for at least three months during the twelve-month period preceding the start date of the Contest) of each such employee, contractor, board member, director or officer, 2011 Prevent Blindness America Most Beautiful Eyes Contest National Finalists (First, Second and Third place prize winners). **THE CONTEST IS VOID IN RHODE ISLAND.**

2. CONTEST SCHEDULE: You may enter photographs in the Contest between 12:00:01 a.m. Central Time (“CT”) on June 25, 2012 and 11:59:59 p.m. CT on July 31, 2012 (“Call for Entries Period”). The public may vote for photographs between 12:00:01 a.m. Central Time (“CT”) on August 1, 2012 and 11:59:59 p.m. CT on August 31, 2012 (“Voting Period”). The “Contest Period” refers to the entire period between 12:00:01 a.m. Central Time (“CT”) on June 25, 2012 and 11:59:59 p.m. CT on August 31, 2012.

3. TO ENTER: To enter the Contest, you must have a valid Facebook Account and go to <http://www.facebook.com/preventblindness> (“Web Site”) during the Call for Entries Period. Follow the on-screen instructions to properly complete and submit a photograph for the Contest. When prompted, you will be asked to upload your photograph (each photograph is a “Submission”) to the Web Site. Before uploading the Submission, you will be required to agree that (a) you have read these Official Rules and you are in agreement with these Official Rules, and (b) you are the parent or legal guardian of the Eligible Age Individual appearing in your Submission. Once uploaded, Submission will not be returned. Sponsor may, in its sole discretion, remove, delete and/or disqualify any Submission and/or Entrant it deems inappropriate or otherwise non-compliant.



PHOTOGRAPH SUBMISSION:

- The file must be submitted in a jpeg (.jpg) or .gif format only and uploaded to the Web Site. There will not be entries allowed by any other means (i.e. via regular or overnight mail or email.)
- The Photograph must be an original work created by the Contest entrant. By entering the Contest, entrant represents, acknowledges and warrants that the submitted Photographs are original works created solely by the entrant, that the photograph does not infringe upon the copy rights, trademarks, rights of privacy, publicity or intellectual property rights of any person or entity and that no other party has any right, title, claim or interest in the Photographs.
- We request that the photos submitted be recent, i.e. within the past one (1) year.
- We do not accept digitally or otherwise enhanced or altered photos, except for those with minor adjustments, including spotting, dodging and burning, contrast and slight color adjustment or the digital equivalents. If our judges or contest screeners see that a photograph has obviously been altered, they reserve the right to disqualify it.
- Photographs that have won any other contests or have been published in magazines and newspapers are not eligible.
- All photos must be non-explicit in nature and failure to abide by these rules will automatically disqualify the entry.
- Submitted photos become the intellectual property of Prevent Blindness America.

4. TO VOTE: To vote in the Contest, you must have a valid Facebook Account and go <http://www.facebook.com/preventblindness> ("Web Site") during the Voting Period. Follow the on-screen instructions to properly vote for a photograph. Your vote will be deemed part of the "Popular Vote." **If you are using a mobile phone, all standard data rates by your carrier will apply. The Sponsor will not be responsible for those charges. Please contact your mobile phone provider for rates and mobile phone capabilities.** Sponsor may, in its sole discretion, remove, delete and/or disqualify any Submission and/or Entrant it deems inappropriate or otherwise non-compliant. All "Popular Votes" will be counted with the data obtained from the Web Site and this count will be the official and final count. The vote counts displayed on-line may not be the most up to date information; hence those displayed results are unofficial until a final count is made. Any use of robotic, macro, automatic, programmed, external websites to pool votes (i.e. vote sharing) or like voting methods will void all such votes and may result in disqualification from the Contest at the Sponsor's discretion. Each person or Facebook Account is limited to one (1) vote per day.

ADDITIONAL REQUIREMENTS:

- No entries allowed via mail (USPS, UPS, FEDEX, etc.), email or other medium. The only method to enter is described under "To Enter."
- Limit one (1) National Prize per person, household, email address or Facebook Account throughout the Contest Period.
- Each Submission must comply with the Web Site and these Official Rules. In the event of any inconsistency between the two, the terms in these Official Rules shall prevail.
- Each Submission must be the original work of the Entrant; it may not have been entered in or won previous contests or awards; it may not have been published previously in any medium;



it must not infringe any party's intellectual property or other rights; it must be suitable for display and publication on the Web Site (e.g., may not be obscene or indecent, including but not limited to nudity or profanity); it must not contain obscene material, it must not contain defamatory statements (including but not limited to words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group), it must not include threats to any person, place, business, group or world peace, it must not invade privacy or other rights of any person, firm or entity, and it must not in any other way violate applicable laws and regulations.

- Each Submission must not contain any copyrighted works (other than as owned by the Entrant). The Photograph submitted must be created by the entrant.
- Submissions that do not comply in all material respects with these Official Rules or that otherwise contain prohibited, or inappropriate content as determined by the Sponsors, in its sole discretion, will be disqualified and will not be published or considered for prizes. Sponsors make the final determination as to which Submissions are eligible to take part in this Contest and be considered for a Finalist Prize (State or National).
- By entering this Contest and uploading your Submission, you irrevocably grant to Sponsors and their agents the unconditional and perpetual right to post, display, publish, use, adapt, edit and/or modify such Submission in any way, in any and all media, for any purpose, without limitation, and without consideration to you. Finalists agree to irrevocably assign and transfer to the Sponsors any and all rights, title and interest in Submission, including, without limitation, all copyrights and waive all moral rights in Submission. All Contest Entrants further agree to release and indemnify and hold harmless Prevent Blindness America, Sponsors and the Contest Parties from any and all claims that any commercial, advertising, presentation, Web content or any other material subsequently produced, presented, and/or prepared by or on behalf of Sponsors infringe on the rights of Entrant's work as contained in any Submission.
- The information obtained by entering this Contest, including but not limited to your name, mailing address and email address, will be used by the Sponsor in its capacity as a 501(c) 3 Charitable Organization.

5. SELECTION OF WINNERS:

Selection of State Winners: From the Submissions obtained during the Call for Entries Period, defined above, the general public will begin voting starting on August 1, 2012 at 12:00:01 am CT and ending on August 31, 2012 at 11:59:59 pm CT ("Voting Period").

At the close of the Voting Period, there will be ONE (1) winner from each state ("State Winner") represented (excluding Rhode Island). This will be based on the number of Popular Votes received during the Voting Period. In the unlikely event that public voting results in a tie, the tie will be broken based on the date and time the Submission was entered into the contest during the Call for Entries Period. Thus the tie will be broken by the Submission with the earliest date and time.

Each State Winner must have a minimum of three (3) votes to be eligible to be a state winner. The State Winners (maximum of 50) will be reviewed by a panel organized and approved by Prevent Blindness America. From the State Winners, this panel will agree on five (5) finalist Submissions ("National Semi-Finalists"). The decision of this panel is final.



Selection of National Winner:

(Only One (1) National Winner will be selected for the 2012 Award):

From the group of National Semi-Finalists, a panel of Celebrity Judges will agree on the top three (3) finalists (“National Finalists”). They will rank those three National Finalists as first, second and third. The decision by the judges will be final. The “National Winner” will be deemed the first place winner in that Celebrity Judges vote/ranking. The National Winner, along with their parents or legal guardians (a maximum of three (3) people, including the National Winner, per family) will receive a paid trip to Chicago, Illinois (see Prize Details below) to attend the Prevent Blindness America Annual Meeting/Awards Banquet Friday, November 2, 2012, at the Conrad Hilton Hotel where the overall winner will be presented the National Winner Prize (the “Award”) (described below).

All National Finalists are subject to verification, including without limitation, verification of eligibility, and compliance with these Official Rules. If attempted notification is returned as undeliverable, if a Finalist cannot be verified, or if a Finalist is otherwise unable to accept prize, prize will be forfeited and may be awarded to an alternate Finalist provided sufficient time remains, in Sponsors' discretion.

Entrants agree that the Sponsors have the sole right to decide all matters and disputes arising from this Contest and that all decisions of Sponsors are final and binding. Finalists, by acceptance of the Finalist Prize (defined below), agree to release, indemnify and hold harmless Sponsors and Contest Parties, as well as each of their respective parent and affiliated companies, and each of their employees, representatives, contractors, and advertisers from any and all liability, loss, damage, cost or claim relating to any allegation regarding the acceptance or use of their prize.

6. PRIZE DETAILS:

FIRST 50 ENTRANTS: The first 50 (fifty) entrants receive a free pair of Real Kids Shades sunglasses. There will only be 50 (fifty) RKS sunglasses awarded.

STATE WINNER PRIZES: The State Winners will receive a free pair of Eagle Eyes Optics Eagle Eyes® Optics Rock-It™ Sunglasses for Kids that includes a kids' Fisher® Space Pen.

TOP (1) NATIONAL WINNER PRIZE: The prize for the single (1) National Winner will be a scholarship award of \$10,000.00 (the “Award”) on behalf of the Child to be used toward qualified education expenses of the Child at an “eligible educational institution”. There will be only one prize awarded to one National Winner.

Travel for the National Winner will include only round trip coach airfare, local travel to and from airport and one night stay at the Conrad Hilton Hotel in Chicago, Illinois, for up to three (3) family members; this must include the legal parent or guardian of the minor (the National Winner). The entrant agree and acknowledge that PBA shall not be responsible for any other liability, loss, damage, cost or claim (including but not limited to any personal injury) in connection with your travel to, or appearance at, PBA's Annual Meeting/Awards Banquet in Chicago, Illinois, your stay in Chicago, Illinois, or your return.

7. GENERAL CONDITIONS: Prizes are non-transferable. Unclaimed prizes will not be awarded. If for any reason the Contest is not capable of running as planned, including without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud,



technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsors reserve the right, at their sole discretion to cancel, modify or terminate the Contest. Further, Sponsors reserve the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Contest or any Sponsors or Contest-related Web Site; (b) violating the Official Rules. This Contest is offered only in the United States (excluding Rhode Island) and is governed by the laws of the state of Illinois. All claims relating in any manner to this Contest or to any Submission must be resolved in the federal or state courts located in Cook County, Illinois.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND THE SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

8. WINNER NOTIFICATION: The National Winner will be notified by phone and/or email within six (6) weeks of the end of the Contest Period. **Notification of Finalist status must be kept confidential until the Finalist is publicly revealed by Sponsors.** For travel portion of Finalist Prize, the Finalists' guests may also be required to complete and sign a Liability Release prior to traveling. If a guest is a minor, the Liability Release must be completed by the minor guest's parent or legal guardian and minor guest must be traveling with his/her parent or legal guardian.

Any waiver of any obligation hereunder by Sponsors does not constitute a general waiver of any obligation to Entrants. By accepting a prize, Finalist (includes State Winners) (or Finalist's parent or legal guardian) agrees, and agrees in writing if requested agrees to irrevocably assign and transfer to Sponsors all of his/her right, title and interest in and to his/her Submission, if any, including all but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Finalists hereby waive in favor of Sponsors, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that Finalist may now or later have to his/her Submission. Sponsors reserve the right to alter, change or modify a winning Submission, in its sole discretion. Upon request of Sponsors, Finalist shall execute and deliver such additional instrument of assignment, as may be solely deemed by Sponsors, reasonably necessary to establish the ownership of record of the right, title and interest in and to the Submission and of the copyrights transferred and "Moral Rights of Authors" waived under these Official Rules. Should Sponsors fail to request the said assignment as stated, that shall not be deemed a waiver of Sponsors' rights and Sponsors may at a later time request the assignment.

9. LIMITATIONS OF LIABILITY AND RELEASE: No liability or responsibility is assumed by Prevent Blindness America or any of its subsidiaries and affiliated organizations, Sponsors or Contest Parties resulting from any user's participation in or attempt to participate in the Contest or ability or inability to upload or download any information in connection with participating in the Contest. No responsibility or liability is assumed by Prevent Blindness America or any of its



subsidiaries and affiliated organizations, Sponsors or Contest Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Contest: hardware or software errors; faulty computer, telephone, mobile device, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent or received; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of the Web Site in whole or in part for any reason; traffic congestion on the Internet or the Web Site; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an e-mail account used in connection with the Contest. Prevent Blindness America or any of its subsidiaries and affiliated organizations, Sponsors and Contest Parties are not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Web Site. Use of Web Site is at user's own risk. The Entities, Sponsors and the Contest Parties are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in the Contest, use of the Web Site or the download of any information from the Web Site. By participating in the Contest, the Entrant releases Sponsors, Contest Parties and Prevent Blindness America or any of its subsidiaries and affiliated organizations from any and all claims, damages or liabilities arising from or relating to such Entrant's participation in the Contest. By accepting a prize in the Contest, winners agree that the Sponsors, Contest Parties and Prevent Blindness America or any of its subsidiaries and affiliated organizations shall not be liable for any loss or injury resulting from participation in the Contest, acceptance or use of any prize, or any travel related thereto. Sponsors, Contest Parties and Prevent Blindness America or any of its subsidiaries and affiliated organizations are not liable in the event that any portion of the Contest or event is cancelled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control (a "Force Majeure Event").

10. SPONSORS:

Contest Sponsor (“Sponsor”)

Prevent Blindness America (aka National Society to Prevent Blindness) – 211 West Wacker Drive, Suite 1700, Chicago, IL 60606.

Prize Sponsors:

Marchon Eyeware Inc. – 35 Hub Drive, Melville, NY 11747

Eagle Eyes Optics – 23945 Calabasas Rd. #201-211, Calabasas, CA 91302

Real Kids Shades (RKS) – 60 Thoreau Street, Suite #207, Concord, MA 01742

Walters Golf – 2030 E. Flamingo Rd., Las Vegas, NV 89119