

LASIK MD Contest Rules

LASIK MD WIN A FREE SURGERY CONTEST (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 April 1st, 2017 at 12:01 a.m. (EST) and ends on June 30th, 2017 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 Ontario, Alberta and British Columbia) who have reached the age of majority in their province or territory of residence at the time of entry, subject to the provisions of sections 2.2 and 2.3.
- 2.2. Participants 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 members of the jury; 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 the selected participant 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 such participant provide untruthful, incomplete, inaccurate or misleading personal details and/or information at any stage of the Contest.

3. HOW TO ENTER

- 3.1. There is no purchase necessary to enter the Contest. To enter, visit the Contest Web page at www.lasikmd.com/win-a-free-surgery and:
 - 3.1.1. Fill out the entry form with your first name, last name, email, gender, date of birth, address, phone number with area code, and whether or not you wear glasses or contact lenses;
 - 3.1.2. Declare that you have read and accept the FREE Lasik Draw Terms and Conditions as well as the LASIK MD Privacy Policy;
 - 3.1.3. Click on “Enter the contest to WIN a free surgery” before the end of the Contest to automatically receive one (1) entry into the Contest.

- 3.2. Each participant is entitled to one (1) entry during the Contest Period, independently of how many e-mail addresses he/she may have. Duplicate entries will not be considered.

4. PRIZE

- 4.1. There will be one (1) single prize available to be won, consisting of one (1) certificate for a Laser Vision Correction procedure valid for six (6) months following the draw (the “Prize”) to be performed at any LASIK MD clinic in Canada (excluding clinics in the provinces of Ontario, Alberta and British Columbia). The conditions applicable to the Prize are:
 - 4.1.1. To redeem the Laser Vision Correction procedure certificate, the winner must present the certificate to his/her surgical counsellor on the day of surgery.
 - 4.1.2. 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.
 - 4.1.3. 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.
 - 4.1.4. The Prize must be accepted as awarded and cannot be substituted or redeemed for cash. If the Prize winner already underwent surgery with LASIK MD, the Prize will consist of the refund of the cost of the surgery (excluding any enhancements and any other products or services) paid by the winner.
 - 4.1.5. 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.
 - 4.1.6. 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. The Prize will be drawn randomly from among all eligible entries received during the Contest Period. The drawing will be held on July 4th at 10:00 a.m. (EST) at the offices of LASIK MD, located at 1180, rue Drummond, Suite 400, Montréal, Québec. The odds of winning will depend on the number of eligible entries received during the Contest Period.
- 5.2. 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.

- 5.3. A representative of LASIK MD will contact the selected participant by telephone or by e-mail, at the sole discretion of LASIK MD, within two weeks of the draw. The Prize may only be claimed by the person registered for the Contest. If a selected participant is reached by e-mail, he/she must reply in accordance with the instructions given in the e-mail, as the case may be. In the case of the return of an e-mail prize notification as undeliverable, LASIK MD will have the entire discretion to disqualify the participant or to try to reach him/her by phone.
- 5.4. If the selected participant incorrectly answers the skill testing question, cannot be reached within two weeks following the draw, or does not accept the Prize, he/she shall be disqualified and another draw will be held for the Prize, in accordance with the Contest Rules, until a participant is selected and declared the Prize winner. In such a case, the same terms and conditions will remain applicable and will be adapted as necessary, as the case may be. LASIK MD is not responsible for a selected eligible participant's failure to receive notification for any reason whatsoever.

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.

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.

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. 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.

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/win-a-free-surgery-contest-terms-conditions>.

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. For Québec residents: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the *Régie des alcools, des courses et des jeux* for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.
- 13.4. 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.
- 13.5. 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.
- 13.6. 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.
- 13.7. 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 attempts to enter the Contest.
- 13.8. Declaration Forms are the property of LASIK MD and shall not in any case be returned to the winner.