

## OFFICIAL RULES

### CONTEST NAMED “MY AUTHENTIC TRANSITIONS® LENSES” (The **Contest**)

**From Monday April 1<sup>st</sup> to Friday December 31<sup>st</sup> 2022** (Draw on May 10<sup>th</sup>, 2022, June 10<sup>th</sup>, 2022, July 10<sup>th</sup>, 2022, August 10<sup>th</sup>, 2022, September 10<sup>th</sup>, 2022, October 10<sup>th</sup>, 2022, November 10<sup>th</sup>, 2022, December 10<sup>th</sup>, 2022, January 10<sup>th</sup>, 2022)

**1. ORGANIZER.** The Contest is held by “TRANSITIONS CANADA” (the “**Organizer**” or “**Contest Organizer**”).

**2. CONTEST PERIOD.** The Contest will run during the following period (“**Contest Period**”)

Contest Start

Date: Friday, April 1<sup>st</sup>, 2022

At the opening of participating optical clinics

Contest End

Date: Friday, December 31<sup>st</sup>, 2021

At the opening of participating optical clinics

### **3. ELIGIBILITY**

The Contest is open to residents of Canada who have reached the age of majority on the date of Contest entry.

The Contest is not open to administrator, directors, officers, executives, employees, agents, and/or representatives of: the Organizer, Facebook (if the Contest takes place on Facebook), participating stores, associated advertising and promotional agencies, and/or suppliers of prizes, goods, and services for this Contest, nor to the persons with whom they reside (whether or not they are related).

### **4. NO-PURCHASE-REQUIRED ENTRY**

No purchase is required to participate in this contest. To enter, a Certificate of Authenticity (COA) is required which consists of a series of codes and numbers to register here <https://www.transitions.com/en-ca/coa-registration/>. This is issued by optical clinics when you purchase a pair of Transitions lenses. To obtain a COA without purchase, please ask us for it simply by writing to us at [cscanada@transitions.com](mailto:cscanada@transitions.com).

## 5. PRIZES

The prizes to be won and their approximate retail value are:

Description (with inclusions and special conditions)	Number of prizes	Approximate value of each prize
VISA GIFT CARDS	10	1000\$

**The prizes will be awarded according to the following schedule: (Draw on May 10<sup>th</sup>, 2022, June 10<sup>th</sup>, 2022, July 10<sup>th</sup>, 2022, August 10<sup>th</sup>, 2022, September 10<sup>th</sup>, 2022, October 10<sup>th</sup>, 2022, November 10<sup>th</sup>, 2022, December 10<sup>th</sup>, 2022)**

### CLAIMING A PRIZE

To be declared a winner, a selected entrant must:

- a) Be reached by phone or email, at the Organizer's sole discretion, within ten (10) days of the draw. Any selected entrant who cannot be reached following appropriate and reasonable steps taken by the Organizer during this period will be disqualified, and a new random draw will be held to award the prize to another entrant. In the event that a selected entrant is contacted by email, they must respond by following the instructions given therein, if applicable. Any email notification of a prize that generates a "could not be delivered" message will result in the disqualification of that entrant. and the selection of a new entrant;
- b) Sign the Declaration and Release Form that will be sent by the Organizer, and return it to the Organizer within 15 days of the date of receipt;
- c) Correctly answer a skill-testing mathematical question, without any assistance whatsoever, particularly mechanical;
- d) Upon request and in a timely manner, provide photo ID;
- e) Provide the Organizer with their postal address so that the Organizer can send them the prize by post

Failure to comply with the conditions set out in these Rules or to accept his/her prize will result in the selected entrant's disqualification. In which case, the Contest Organizer may choose to cancel the prize, or draw again from among remaining entry forms until a valid entrant is selected and declared a

winner. If no entrant is declared a winner within sixty (60) days of the original draw, the prize will be cancelled.

The Contest Organizer will contact winners within two (2) to four (4) weeks of receipt of the completed and signed Declaration Form to inform them of the terms for taking possession of their prize.

**Non-acceptance of a prize.** A selected entrant's refusal to accept a prize under the terms of these Rules releases the Contest Organizer from any obligation related to awarding the prize to said person.

**Awarding of prizes.** No prize shall be given until the winner is confirmed. Prizes are not transferable and must be accepted as awarded without substitution or cash in lieu, except at the Organizer's sole discretion.

**Prize-claiming costs.** Winners are responsible for all costs and expenses incurred by them in claiming or using a prize.

**Limited prizes.** In no event shall the Contest Organizer be required to award more prizes than indicated in the Contest Rules or to award prizes otherwise than according to Contest Rules.

## 6. GENERAL CONDITIONS

**Disqualification.** All Contest-related documents, including but not limited to, entry forms, scratch cards, and Declaration and Release Forms, are subject to verification by the Contest Organizer. Contest Organizer reserves its rights, at its own discretion, to cancel any entry if such Entry was made by purchasing a product or products which was/were later returned by the participant. Such participant will have the opportunity to enter the Contest using the "No purchase required entry" if the delay set in these Rules is respected. Incomplete, illegible, mutilated, fraudulent or deteriorated before the end of the "Contest Period" as well as entries containing printing or other errors or that have been tampered with, spoiled, modified, falsified, reproduced or illegally obtained shall be rejected. Entrants who do not comply with these Rules are subject to be excluded from this Contest and any future contests and promotions the Organizer may hold, including, but not limited to, any entrant guilty or suspected: (i) of tampering with materials, entry forms, entry processing or the Contest's conduct or any technical or mechanical element of the Contest, or (ii) of deliberately damaging Contest-related websites, Web pages or applications or of sabotaging the legitimate conduct of this Contest, or (iii) of breaking these Rules, or (iv) of using means that do not comply with the Rules or are unfair to other entrants, or (v) to have entered the contest in numbers exceeding the authorized limit provided in the Rules, or (vi) to have used several names, identities, e-mail addresses and/or any automated system or program to enter or participate in the Contest, or (vii) to have disrupted the conduct of the Contest in any other way, or (viii) of acting unfairly or to adversely affect, annoy, abuse, threaten or harass another person. ANY ATTEMPT BY AN ENTRANT OR OTHER PERSON TO DELIBERATELY DAMAGE A WEBSITE, EQUIPMENT, APPLICATION OR TECHNOLOGY USED FOR THE CONTEST OR INTERFERE WITH THE LEGITIMATE OPERATION OF THE CONTEST CONSTITUTES A VIOLATION OF CIVIL AND CRIMINAL LAWS. THE ORGANIZER RESERVES THE RIGHT, IN SUCH CASE, TO REPORT SAID PERSON TO THE AUTHORITIES AND DEMAND FROM SAID PERSON ALL DAMAGES ALLOWED BY LAW.

**Declaration and Release Form.** By entering or attempting to enter this Contest, any selected entrant releases and holds harmless the Contest Organizer, its parent company, any company, corporation, trust or other legal entity controlled by or affiliated to them, any Participating Store, Facebook in the case of a Facebook contest, their advertising and promotional agencies, the providers of prizes, goods

or services for the Contest, as well as their respective directors, officers, associates, employees, agents, representatives, successors and assigns (collectively the “**Released Parties**”) from any and all liability relating to the Contest (participation, conduct, advertising, rules, etc.) or the prize (claim, use, etc.). In order to be declared a winner, selected entrants will have to sign a Declaration and Release Form confirming their compliance with the Contest Rules and this release of liability in favour of the Released Parties.

**Limitation of liability.** Without limiting the generality of the above release, the Released Parties disclaim any and all liability for any of the following: (i) any misprint (or other error) found in the offer or documents regarding the administration of the Contest, including, but not limited to, errors in the promotion, official Contest Rules, announcement of the winner(s), awarding of the prize(s), or any malfunctioning of or problems or technical difficulties with any networks, phone lines, SMS systems, computer component, software or communications line, loss or lack of network communications, or any transmission that is faulty, incomplete, incomprehensible or erased by any computer, server or service provider or software, virus, bug, PC failure, software and hardware configuration, or failed transmission of any email or other communication to the Contest Organizer or to an entrant for whatever reason, including any network congestion or website crash that may limit a person’s ability to participate in the Contest; (ii) late, lost, stolen, damaged, undelivered, improperly delivered, incomplete or inaccurate entries; (iii) failure to receive entries due to transmission problems or any other technical failure, including, but not limited to, the malfunctioning of any network, server, service provider, hardware or software, whether attributed to the sender or the recipient that may limit or prevent a person’s participation in the Contest; (iv) any damages that may be caused, directly or indirectly, in whole or in part, notably to entrant’s or other person’s system or device, by any Web page, software or other download or by the transmission of any information concerning the Contest.

**Website.** The Contest Organizer does not guarantee that access to or use of the Contest website or Facebook page on the Facebook platform will be uninterrupted during the Contest Period or error-free.

**Contest cancellation, suspension or modification.** The Organizer reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest, in whole or in part, should human intervention or an event occur, such as a system problem with registering all entries, that could alter or affect the administration, security, impartiality or conduct of the Contest as provided in these Contest Rules.

**Termination of participation in the Contest.** Should the Contest have to close, in whole or in part, before the end of the Contest Period, the Contest Organizer may, at its sole discretion, proceed with a random draw from among the eligible entries duly registered during the Contest Period or, as the case may be, up to the date of the event ending this Contest.

**Personal information.** By participating, entrants consent to the collection, use and disclosure of their personal information by the Organizer and/or its authorized agents for the purpose of administering the Contest and awarding prizes. In accepting a prize, a winner authorizes the Contest Organizer and its representatives to use, if need be, his/her name, address (city, province), voice, statements, photo, likeness and other representations and recording for advertising purposes in all media including, but not limited to, the Internet, without further notice or compensation. Each entrant may be required to sign a document to that effect.

**Intellectual property and copyright.** In submitting a photo, composition, design or other work (the “**Work**”) for this Contest, the entrant guarantees that the work is free of third-party rights and that the entrant, holding all required rights, submits the Work and authorizes, including, but not limited to, its use, modification, transfer, adaptation, publication, communication, or distribution in any format, media or technology whatsoever, including, but not limited to, television, information technology, wireless or online. The entrant agrees to provide, upon request, proof that he/she holds the copyright/intellectual

property rights to the Work and indemnify and hold harmless the Contest Organizer from and against all claims, actions, proceedings arising from any use of the Work.

**Ownership.** All Contest-related information and documents, including but not limited to, entry forms, scratch cards, and Declaration and Release Forms, information of a technical or operational nature or regarding designs, information systems, software, logos, trademarks and intellectual property are and remain the sole property of the Contest Organizer and will in no case be returned to participants.

**Entrant identification.** For the purpose of the Contest Rules, the entrant is the person whose name appears on the entry form, and the prize will be awarded to this person if he/she is selected and declared a winner. In the event of a dispute regarding the identity of the person who submitted an entry form, it will be deemed to have been submitted by the authorized account holder associated with the email address provided at the time of submission. "Authorized account holder" is defined as the natural person to whom an email address is assigned by an Internet or online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address.

**Contest Organizer's Decisions.** Any decision by the Contest Organizer or its representatives regarding the Contest is final and without appeal, subject to a ruling by the *Régie des alcools, des courses et des jeux du Québec* on any issue under its jurisdiction.

**Disputes/residents of Quebec.** A dispute pertaining to the organization or conduct of a publicity contest may be submitted to the *Régie des alcools, des courses et des jeux* for a ruling. A dispute pertaining to the awarding of a prize may be submitted to the *Régie* only for the purpose of helping the parties reach a settlement.

**Facebook.** If the Contest is hosted on Facebook, by entering, Contest participants confirm that they indemnify and hold harmless Facebook from and against all liability and damages whatsoever arising from their participation in the Contest and acknowledge that the Contest is in no way sponsored, approved or administered by or associated with Facebook. Information provided by entrants is provided to the Contest Organizer and not to Facebook.

**Miscellaneous.** By entering the Contest, entrants agree to be bound by the Contest Rules and the decisions of the Organizer, which are final and without appeal in all matters, including, but not limited to, decisions regarding entry eligibility or disqualification and awarding of prizes. The Contest is subject to all applicable laws and regulations. Only selected entrants will be contacted. If a section of the Contest Rules is declared invalid or unenforceable by a court of competent jurisdiction, that section shall be considered invalid; all unaffected sections will remain valid.

**Contest Rules in English and French.** In the event of a conflict between the terms of the Contest rules in english and the terms of the Contest rules in french, the terms of the Contest rules in english shall prevail.

**Contest Rules.** Contest rules and regulations are available at <https://www.transitions.com/en-ca/coa-registration/>