

# **TERMS AND ENTRY CONDITIONS**

NO PURCHASE IS NECESSARY TO ENTER OR TO WIN. ALL ENTRIES PROHIBITED BY LAW ARE VOID. A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING. ALL FEDERAL, STATE AND LOCAL LAWS, RULES, AND REGULATIONS APPLY.

This Contest ("Contest") is operated by CovalentCareers, Inc. dba CreativeCreative (the "Company"). All Participants (referred to here as "Participants" or "You") are bound by these Terms and Conditions. The Contest shall begin on 10/25/2023. All entries must be placed and received by 11/17/2023 at 11:59pm Pacific Time (the "Entry Deadline"). The Contest Information Page is located at <a href="eyesoneyecare.com">eyesoneyecare.com</a>. Contest registration is free of charge.

No entries are valid unless all of the entry requirements are met, as listed in the "How to Enter" section below. Once submitted, an entry cannot be deleted, canceled, or modified, except by the Company. Company is not responsible for any incomplete, late, lost, or misappropriated entries. Company is not responsible for any failure to receive online entries due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning or unavailability of any network, hardware, or software, whether originating with sender or Company.

### How to Enter:

To enter, all Participants must:

- 1. Submit a case study of a patient they treated that features at least one image from a ZEISS diagnostic instrument. Submissions must be free of any personal identifying information per all HIPAA regulations.
- 2. Make sure you include an image from at least one ZEISS diagnostic instrument.
- 3. Must complete the submission form on the website that includes:
  - a. A concise 250-500-word write-up of the case.
  - b. Images—including at least one from a ZEISS diagnostic instrument.
  - c. All entries are also required to submit a 60-second video reel by November 28, 2023. The video reel will be hosted on the Eyes On Eyecare Instagram account @eyesoneyecare.optometry, where it will live for at least 24 hours from December 5, 2023 at 9am PT until December 7, 2023 at 11:59 PT. Instagram story reels will be viewed in a vertical orientation, so videos and photos should be 1080 pixels wide and 1920 pixels tall (an aspect ratio 9:16).
- 4. An individual may submit multiple entries; limit one prize per individual.
- 5. Finalists must agree to allow Eyes On Eyecare to show their video on its Instagram channel @eyesoneyecare.optometry.
- 6. All applicants must be a licensed optometrist in the United States.



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### How to Win:

- 1. Finalists can ask friends and colleagues to vote for their entry on the Eyes On Eyecare Instagram channel, @eyesoneyecare.optometry.
- 2. Votes will be tallied from polls conducted on December 5, 2023, December 6, 2023, and December 7, 2023. The case study with the most votes will win.
- 3. Voting begins on December 5, 2023 at 9am PT and ends on December 7, 2023 at 11:59 pm.
- 4. Winners will be notified by December 12, 2023.

Any questions regarding Contest registration and entry must be addressed to info@eyesoneyecare.com.

## **Eligibility and Limitations**

The Contest is open to all natural persons and legal residents of the United States. Contestants must be at least 18 years of age to enter. Employees of CovalentCareers, Inc., and members of the immediate family of any such persons are not eligible to participate and win. The term "immediate family" includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws," or by current or past marriage(s), remarriage(s), adoption, cohabitation, or other family extension, and any other persons residing at the same household whether or not related.

#### **Prizes**

Participants will compete for a first place prize, a second place prize, and a third place prize. The first-place winner will receive a prize of One Thousand dollars (\$1000). The second place winner will receive a prize of Two Hundred Fifty dollars (\$250). The third place winner will also receive a prize of Two Hundred Fifty dollars (\$250). All prizes are delivered in United States dollars. Any costs associated with the use or ownership of the prize are the sole responsibility of the winner.

## Winner Selection

The Company, and other individuals designated by Company at Company's discretion, will review all valid submissions and select a minimum of four (4) Finalists to be featured in a special segment of the Eyes On Eyecare Instagram channel, @eyesoneyecare.optometry, as a reel for perpetuity or until Eyes On Eyecare decides to remove the reel. The video reels will remain live for at least 24 hours. Voting will take place on December 5, 2023 for all submissions. Participants will be notified when the videos are live during the period of December 5, 2023 until December 7, 2023 and will be encouraged to ask their communities and peers to vote for them on December 7, 2023. Winners will be determined based on the number of votes each finalist receives.

After the voting ends, the top three (3) Finalists will each have their case studies published on eyesoneyecare.com on the Resource page as enduring content.

The contest opens on 10/25/2023, and the deadline to submit video reels is 11/17/2023. Voting on Instagram will commence on 12/5/23. First-place Winner and two runner-ups will be determined by 12/12/23 and will be announced via email and on the Eyes On Eyecare Instagram channel.



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#### **Taxes**

Each winner is solely responsible for reporting and paying any and all applicable taxes.

## **Publicity**; Privacy

By participating in the Contest, you grant CovalentCareers, Inc. an exclusive, fully paid up, irrevocable, perpetual, worldwide license to use your name(s), character(s), photograph(s), voice(s), likeness(es), social media name(s), Contest submission content, and any other content delivered to Company in connection with promotion of this and other contests ("Contest Content"), for any lawful purpose including but not limited to recruiting, advertising and marketing. You further waive any claims to royalty, right, or remuneration for such use. By participating in the Contest, Participants agree that the Company may disclose Contest Content and personal information obtained from Participants to third parties and use such information for marketing and any other business purpose. By entering the contest, Participants grant Company an unlimited right to disclose submitted Contest Content to any and all 3rd parties, including but not limited to all attendees and sponsors of Eyes On Eyecare events, and any other attendee, sponsor, client, partner, or other affiliate of the Company.

## Copyright; Intellectual Property

By participating in the Contest, you represent and warrant that you are either the author of, or obtain and hold all rights necessary to, the Content you submit in connection with the Contest. You further represent and warrant that the Content does not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party. In the event that you breach this provision, you agree to indemnify Company for any and all losses, including attorneys fees and costs, arising from your breach.

## Limitation on Liability

By entering, all Participants release Company and their respective affiliates, subsidiaries, parent companies, officers, directors, agents, promotional partners and employees from any and all liability with respect to or in any way arising from this Contest and/or acceptance or use of the prizes, including copyright infringement, trademark infringement, intellectual property infringement, and any liability arising from personal injury, death, damages, or loss. Company is not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of submissions in the Contest. Company assumes no responsibility for any error, omission, interruption, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries. Company is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, failure of email, technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to Participants or to any person's computer or data related to or resulting from participating or downloading materials in this Web site or Contest. Company is not responsible for cheating or fraud by any Participants. Any activities intended to disrupt or interfere with the proper play of the Contest, or to defraud



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the Sponsor in any way, may be prosecuted to the fullest extent of the law. Participants engaging in any of the foregoing activities will be disqualified and will forfeit any prizes won. If, for any reason, the Contest is not capable of operating as planned, including, without limitation, as a result of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of Company which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Company reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest and award prizes among eligible entries received.

### **Contest Disputes**

As a condition of participating in this Contest, all Participants agree to be bound by these Terms and Conditions and that any and all disputes which cannot be resolved between the parties, and any causes of action arising out of or connected with the Contest, shall be resolved individually, without resort to any form of class action. Participants consent to the exclusive jurisdiction of the courts of the State of California and agree that all matters pertaining to these Terms and Conditions and disputes arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California, without regard to any conflicts or choice of law rules or provisions (whether of California or any other jurisdiction). Further, in any such dispute, under no circumstances will Participants be permitted to obtain awards, hereby waives all rights to, punitive, incidental or consequential damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., his or her costs associated with entering this Contest), and Participant further waives all rights to have damages multiplied or increased.

#### Severability

The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision. In the event that any provision of these Terms and Conditions is found to be invalid or unenforceable, these Terms and Conditions shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

#### Contact

This Contest is operated by CovalentCareers, Inc. To contact the Company, email CovalentCareers, Inc. at <a href="mailto:info@covalentcreative.com">info@covalentcreative.com</a>.