

LASIK GIVEAWAY TERMS & CONDITIONS

Dates

ENTRY PERIOD:

Start: Saturday, October 1, 2022 at 12:00am

End: Wednesday, April 5, 2023 at 11:59pm

Winner Selected: April 15, 2023

To Enter

1. Provide your email, phone number, and name to Panorama LASIK via the online form
2. Consent to receive promotional email and text messages from Panorama LASIK and our partner clinics

Official Contest Rules & Regulations

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

1. Eligibility

The LASIK Giveaway is open to legal residents of Colorado who are at least 21 years of age or older at the time of entry. Employees of Panorama Eyecare and their respective immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The giveaway is subject to federal, state and local laws and regulations. Due to federal regulations, the giveaway is not open to any beneficiaries of federal health care programs, including but not limited to Medicare, Medicaid, and TRICARE. The winner must be eligible to receive LASIK, PRK, or SMILE eye surgery, as determined by the physicians and technicians at Panorama Eyecare and their affiliated clinics. If a potential winner does not qualify for LASIK, PRK, or SMILE, the winner may delegate their prize to another resident of Colorado who meets the qualifications.

2. Sponsor

The giveaway is sponsored by Panorama LASIK, located at: 6125 Sky Pond Dr. Loveland, CO 80538, 1810 30th St. B Boulder, CO 80301, and 13772 Denver W Pkwy Bldg. 55 Suite 100 Lakewood, CO 80401.

3. Agreement to Official Rules

Participation in the LASIK giveaway constitutes entrant's full and unconditional agreement to and acceptance of these official rules and decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

4. Contest Period

The LASIK Giveaway begins on **October 1, 2022 at 12:00 AM MST, and ends on April 5, 2023 at 11:59 PM MST.** Entries that are submitted before or after the Contest Period will be disqualified. Submission will be accepted for the duration of the Contest using any of the following methods:

- Online web form

5. How to Enter

Entrants must provide their name, email address, and phone number to Panorama LASIK via the online entry form. Entrants must consent to receive promotional email and text messages from Panorama LASIK and our partner clinics

Limit one entry per person for the duration of the Contest Period. Entries received from any person in excess of the stated limitation will be void.

6. Prize Drawing

On or about October 1, 2022, the Sponsor will select potential winners in a random drawing from among all eligible entries received. The odds of being selected depend on the number of entries received. The sponsor will attempt to notify the potential winner via email and text on or **about April 5, 2023.** If the potential winner cannot be contacted within five (5) days after the date of the first attempt to contact him/her, the Sponsor may select an alternate potential winner in his/her place at random from the remaining non-winning, eligible entries.

7. Winner Notification

The potential winner will be notified by email and text. Winner will be required to complete, electronically sign, and submit a Declaration of Compliance within (5) five days' notice or attempted notice is sent in order to claim prize. If the potential winner cannot be contacted, or fails to submit the Declaration of Compliance within the required time period, potential winner forfeits prize. Potential winner must make an appointment to determine eligibility for LASIK (if not already determined), within 90 days of winning. Failure to do so will result in potential winner forfeiting the prize. If a potential winner does not qualify for LASIK, PRK, or SMILE, the winner may delegate their prize to another resident of Colorado who meets the qualifications, and the same process will follow. Potential winners must continue to comply with all terms and conditions of these official rules, and winning is contingent upon fulfilling all requirements.

8. Prizes

Grand Prize - 1 LASIK, PRK, or SMILE procedure (as determined by the surgeon), both eyes, with one of Panorama LASIK's refractive surgeons in Boulder, Denver, or Loveland, CO.

9. General Conditions

In the event that the operation, security, or administration of the contest is impaired in any way for any reason, including but not limited to fraud, virus, bug, worm, unauthorized human

intervention, or other technical problem, or in the even the contest is unable to run as planned for any other reason, as determined by sponsor in its sole discretion, the sponsor may, in its sole discretion, either (a) suspend the contest to address the impairment and then resume the contest in a manner that best conforms to the spirit of these official rules or (b) terminate the contest and, in the vent of termination, award the prize at random among the eligible, non-suspect entries received up to the time of impairment. The sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the contest or to be acting in violation of these official rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the contest may be a violation of criminal and civil law, and, should such an attempt be made, the sponsor reserve the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the sponsor to enforce any provision of these official rules shall not constitute a waiver of that provision. Prize is non-exchangeable for any other services provided by the Sponsor. By entering, entrants agree to allow sponsor to utilize entry materials as marketing collateral, or as sponsor sees fit.

9. Release and Limitations of Liability

By participating in the Contest, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, and each of their respective directors and employees from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the price (including any travel or activity related thereto) including, but not limited to: (a) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability of accessibility of miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions or computer hardware or software malfunctions, failures or difficulties (b) unauthorized human intervention in the Contest (c) mechanical, network, electronic, computer, human printing, or typographical error (d) application downloads, (e) any other error or problems in the connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winner, the cancellation or postponement of the event and/or the flyover, if applicable, the incorrect downloading of the application, the processing of entries application downloads of in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, backing, or by any equipment or programming associated with or utilized in the Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

10. Disputes

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Colorado. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Colorado, without giving

effect to any choice of law or conflict of law rules, which would cause the application of laws of any jurisdiction other than Colorado.

11. Privacy

Information collected from entrants is subject to sponsor's privacy policy.