

Thanks for entering our Kids Coloring Contest.

You can learn more about how to slow your child's worsening distance vision with <u>Myopia Management</u>.

## **Coloring Contest Official Rules**

- 1. No Purchase Necessary. The contest is sponsored by Eye Surgeons Associates ("Sponsor").
- 2. Contest Period. The contest begins on July 1, 2024 and ends on July 31, 2024.
- 3. To Enter: During the contest period, children age 5 to 14 are invited to submit a completed Figge Art Museum's July coloring page to Sponsor's Bettendorf, Rock Island or Geneseo offices or may email the completed coloring page to <u>iberntgen@eyesurgeonspc.com</u> to enter the contest. Please include the child's name and age, parent's email and phone number on the back of the coloring page or in the text of the email. One entry per child please. You do not need to be a patient of Sponsor to enter the contest. The Sponsor reserves the right to disqualify any entry for any reason, and the Sponsor's decision is deemed final in all cases. To be eligible, entries must be received during the contest period. All Entries become the property of the sponsor and will not be returned. The Sponsor assumes no responsibility for lost, illegible, incomplete, damaged, late or misdirected entries, all of which may be voided. Entries may be displayed in the clinics or on ESA's social media sites.
- 4. Selection of the Winners. A winner will be selected from the 5 to 9 age group and from the 10 to 14 year age group by our judges. Potential winners will be notified by phone or email on or about Monday, August 12<sup>th</sup> at the phone number or email designated on the back of the entry. If Eye Surgeons cannot find an eligible winner for the prize, that prize will not be awarded. There is no substitution of prizes and an entrant or subject may not designate a third party to receive a prize. The Sponsor's decisions regarding entries, compliance with the official rules, winner eligibility, interpretation of the official rules and selection of winners shall be final.
- 5. **Prizes.** \$50 will be awarded to one child from each age group 5-9 and 10 14. Incomplete entries will be disgualified.
- 6. Publicity. By participating, where allowed by law, all participants and winner(s) grant the Sponsor exclusive permission to use their names, characters, photographs, voices and likenesses in connection with promotion of this and other contests and waive any claims to royalty, right, or remuneration for such use. By participating in the contest, where allowed by law, participants agree that the Sponsor may disclose personal information obtained from participants in the contest to third parties and use such information for marketing and other purposes.
- 7. Claiming Prizes. To claim the prize, the winner must respond by email or phone within 5 business days of prize notification, at the email or phone number designated on the prize notification. The winners must present proper ID when picking up prize at the Bettendorf or Rock Island Eye Surgeons Associates locations. The failure to claim a prize within 30 days of notification of winning shall result in forfeiture of the prize. Winners will be required to sign an Affidavit of Eligibility/Release of Liability and Publicity. All taxes, including federal, state, and local taxes, are the sole responsibility of the winner.
- 8. Eligibility. The contest is open to legal residents of Scott, Clinton, Muscatine, Rock Island, Henry, Whiteside, and Mercer Counties. A parent or guardian of any participant who is a minor must sign a release on behalf of the minor to be eligible to receive a prize. This contest is subject to all applicable federal, state and local laws and regulations. This offer is void where prohibited or restricted. Employees of Eye Surgeons Associates, the participating company, the advertising and promotion agencies representing any of Sponsor or its affiliates, and members of such employees' families are not eligible to enter or win. By submitting an entry, each entrant agrees to all the terms and conditions of these official rules; agrees to be bound by these official rules and the decisions of the Sponsor; and consents to the use of his/her name and other information for purposes of direct mail or similar solicitations where permitted by law. Each winner accepting

a prize consents to the use of his/her name and or likeness and any submitted entry for advertisings, trade and promotional purposes without further compensation, except where prohibited by law. Each entrant waives the right to assert, as a cost of winning any prize, any and all costs of verification and redemption or travel to redeem a prize and any liability that might arise from redeeming or seeking to redeem a prize. Each entrant releases each of the following from any and all liability with respect to or arising out of the acceptance, use, procedures, misuses or possession of any prize and/or the loss of misdirection of any prize. Sponsor and the participating company; their respective affiliates, subsidiaries, divisions, franchises, advertising and promotional agencies, and their respective officers' directors and employees. Sponsor reserves the right to cancel, amend and/or revoke this contest any time due to printing errors or other mistakes. If by reason of a printing or any other error, more prizes are claimed than the number set forth in these official rules, all persons making purportedly valid claims will be included in a computerized random selection to award the advertised number of prizes available. No more than the advertised number of prizes will be awarded.

- 9. Release. Each winner, by acceptance of the prize, agrees to release all sponsors, participating companies and their parent and subsidiary companies, their affiliates and their officers, directors, employees, agents, shareholders, affiliates, suppliers, distributors, and advertising agencies from all liability, claims, or actions of any kind whatsoever for injuries, damages, or losses to persons and property which may be sustained in connection with the performance, medical follow-up, receipt, ownership or use of the prize. Sponsors and participating companies are not responsible for internet crashes or slowdowns caused by network congestion, viruses, sabotage, satellite failures, phone line failures, electrical outages, natural disasters or acts of man or God. The Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the contest if fraud, misconduct or technical failures would destroy the integrity of the contest. Sponsor reserves the right to change or modify these official rules while the contest is in progress.
- Inquiries. Sponsor does not accept correspondence or telephone inquiries regarding the status of entries. For a list of winners, send a stamped, self-addressed envelope, accompanied by a signed request to 777 Tanglefoot Lane, Bettendorf, IA 52722 after December 31, 2024.