

MONTHLY NYES LASIK SWEEPSTAKES

NO PURCHASE NECESSARY TO ENTER.

THIS SWEEPSTAKES IS OPEN ONLY TO LEGAL RESIDENTS OF CONNECTICUT, NEW JERSEY AND NEW YORK.

THESE OFFICIAL RULES GOVERN ALL ASPECTS OF PARTICIPATION AND PRIZE AWARD.

1. Introduction. The NEW YORK EYE SPECIALISTS (“NYES”) Monthly Sweepstakes Prize Drawing (the “Sweepstakes”) is sponsored by Ken Moadel, M.D., P.C. (“Sponsor”) located at 110 East 40th Street, 6th Floor, New York, NY 10016. The Sweepstakes is being offered each month to one (1) winner who will be selected in a random drawing from among all eligible entries received during a single month.

ONLY ONE (1) PRIZE MAY BE AWARDED EACH MONTH IN THE SWEEPSTAKES.

2. How to Enter. Each Sweepstakes begins on the first of the month at 12:00 a.m. Eastern Time and ends on the last day of the same month at 11:59 p.m. Eastern Time (“Recurring Promotion Period”). To be entered to win the Prize a person must attend a free medical evaluation at NYES and be one of the first thirty (30) entrants determined to be an eligible candidate for LASIK or PRK surgery. You can schedule your free evaluation by phone and providing your name, address, daytime telephone number, age, e-mail address (if any) and indicating you would like to enter the Sweepstakes. Phone Entry: by calling 1-888-690-8833 or the phone number listed at: <http://www.ny2020.com/sweepstakes/> (the “Website”). Limit one entry per person. Multiple entries submitted by a single person are void.

3. Eligibility. The Sweepstakes is open only to legal residents of Connecticut, New Jersey and New York, who are at least eighteen (18) years old at the time of entry. Employees, officers and directors of Sponsor or its respective parents, subsidiaries and agents, as well as any immediate family member (defined as parents, spouse, children, siblings and grandparents) and household members of each such employee, officer and director are not eligible. By participating, entrant agrees to abide by these Official Rules and the decisions of Sponsor, which are final and binding in all respects. The Sweepstakes is subject to all applicable federal, state, and local laws and is void where prohibited. All entrants agree that Sponsor and its affiliates and agents and their respective employees, officers and directors shall not be liable for injury, loss, or damage of any kind resulting from participating in this promotion or from acceptance or use of the Prize. Sponsor reserves the right to verify that any winner meets eligibility requirements. Entrants must attend a free medical evaluation at NYES and be one of the first thirty (30) entrants determined to be candidates for LASIK or PRK surgery in accordance with established medical standards and industry guidelines. The medical candidacy for surgery will be determined by an independent doctor of ophthalmology located at NYES. Entrants must be new patients of NYES and cannot have previously attended a free evaluation at NYES.

4. Conditions of Entry. Eligible entrants must enter via phone as described above and attend a free medical evaluation at NYES. Incomplete entries are void. By entering, entrants acknowledge compliance with these Official Rules, including all eligibility requirements. You will only receive one (1) entry into the Sweepstakes upon attendance of the free evaluation and being one of the first thirty (30) entrants determined to be an eligible candidate for LASIK or PRK surgery. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Entry materials that have been tampered with are void. Multiple entrants are not permitted to share the same email address.

5. Drawing. Sponsor will randomly select one (1) potential Prize winner from among all eligible entries received during the Recurring Promotion Period. The odds of winning depend on the number of eligible entries received. The drawing will be conducted by an official of Sponsor whose decision is final and binding. Receiving a prize is contingent upon compliance with these Official Rules. If a potential winner has not reached the age of majority in his/her home state, the prize may be awarded in the name of one of his/her parents or legal guardians should said parent or legal guardian be determined to be candidates for LASIK or PRK surgery. Except where prohibited, a potential winner must complete, sign and submit a Declaration of Compliance, Liability, Travel & Publicity Release (“Declaration”) within seven (7) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted or fails to submit the Declaration within the required time period, an alternate entrant may be selected in his/her place at random from among all eligible entries received. Only one (1) alternate drawing will be held, after which the prize will remain un-awarded. The Prize will be fulfilled 4 – 10 weeks after winner notice, claim and verification is complete.

6. Prize. One (1) Prize may be awarded. The Prize that may be received by the Sweepstakes winner is one complimentary refractive surgical procedure, limited to either the traditional microkeratome laser in situ keratomileusis (LASIK) or photorefractive keratectomy (PRK) surgery, which covers the service cost of surgery on both eyes. This Prize includes the refractive surgical procedure offered to the public only and does not include any other separate or ancillary treatments, products, or services offered to the public (such as punctal plugs), all of which may be elected by the winner for an added fee, but are not required to receive the traditional procedure under the Prize. The winner may not assign or transfer the Prize unless otherwise set forth herein and cannot exchange the Prize for equivalent cash value. No substitution of the Prize is allowed, except that Sponsor reserves the right to substitute the prize with another prize of greater or equal value at its sole discretion. The winner is solely responsible for any and all government taxes associated with the Prize awarded. The total retail value of the Prize is \$3,700.

7. Winners. Except where prohibited, participation in the Sweepstakes constitutes the winner’s consent to Sponsor’s use of the winner’s name, likeness, voice, opinions, hometown and state for promotional purposes in any media without further payment or consideration. If, in Sponsor’s opinion, there is any suspected or actual evidence of tampering with any portion of the Sweepstakes, or if technical difficulties compromise the integrity of the Sweepstakes, Sponsor reserves the right to terminate the Sweepstakes and conduct a random drawing using all entries received as of the termination date. Should the Sweepstakes be terminated prior to the end of the then current Recurring Promotion Period, notice will be given via the Website at: <http://www.ny2020.com/sweepstakes/>. Any attempt by any person to deliberately damage

Sponsor's website or undermine the legitimate operation of this Sweepstakes may be a violation of criminal and civil laws, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

8. Release. By acceptance of any prize, winner agrees that Sponsor and its parents, subsidiaries and affiliated companies, and their respective agents, employees, directors and officers, are not liable whatsoever for any injuries, losses or damages of any kind resulting in whole or in part, directly or indirectly, from the acceptance, possession, use or misuse of any prize or from winner's participation in the Sweepstakes.

9. Limitations of Liability. Sponsor is not responsible for: (1) incorrect or inaccurate transcription of entry information or late, lost, stolen, illegible, incomplete, or misdirected entries or entries received through impermissible or illegitimate channels, all of which will be disqualified; (2) technical failures of any kind, including, but not limited to, the malfunctioning of any telephone, computer, network, hardware or software; (3) the unavailability or inaccessibility of any website or service; (4) unauthorized human intervention in any part of the entry process or the Sweepstakes; (5) electronic or human error which may occur in the administration of the Sweepstakes or the processing of entries; (6) late, lost, undeliverable, damaged or stolen mail; or (7) any injury or damage to persons or property, including, but not limited to, entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or from downloading any material from the Website, regardless of whether the material was prepared by Sponsor or a third party, and regardless of whether the material is connected to the Website by a hypertext link. If, for any reason, an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes if it is possible. Sponsor reserves the right to cancel or discontinue the Sweepstakes at any time during the Promotion Period. If the Sweepstakes, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

10. Disputes. Entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Southern District of Florida (Palm Beach County Division) or the appropriate Florida State Court located in Palm Beach County, Florida; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages or any other damages, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR**

CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant, or Sponsor in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Florida without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.

11. Data Collection. Participation in the sweepstakes is completely voluntary; you have a choice whether or not to disclose information required to enter. Information requested may include personal contact information such as your name, shipping and email addresses. Contact information will be used to notify winners, award prizes and contact users with further information about Sponsor's future programs and events. Sponsor may also supplement the data you provide with data from data append services. All information collected is subject to the Privacy Policy, located at <http://www.ny2020.com/privacy-policy.htm>

12. Rules Request: For a copy of these official rules, send a legal-size, self-addressed, stamped envelope to NYES Monthly Sweepstakes – Official Rules, 110 East 40th Street, 6th Floor, New York, NY 10016, prior to the end of the Promotion Period.

13. Winner List. Winner List requests will only be accepted after the Recurring Promotion Period end date (listed above) and no later than one year after the end date. For the Winner List, send an email with subject line: NYES Monthly Winner List to: asny2020@gmail.com