



OFFICIAL RULES
VSP Individual Vision Plan 2023 End of Year Broker Incentive

Exclusive Offer for Registered VSP Individual Vision Plan Brokers

NO PURCHASE NECESSARY TO ENTER OR WIN

PURPOSE

A purchase will not improve your chances of winning. This VSP® Individual Vision Plan Broker 2023 End of Year Incentive (“**Incentive**”) is offered to registered VSP Individual Vision Plan Brokers, to encourage business with VSP Individual Vision Plans. Entry in the Incentive does not constitute entry into any other promotion, contest, or incentive. By participating in the Incentive, each participant accepts and agrees to comply with and abide by these Official Rules and the decisions of *VSP Vision Care* (“**Sponsor**”), which shall be final and binding in all respects.

ELIGIBILITY

The Incentive is open exclusively to VSP Individual Vision Plan Brokers (“**Eligible Brokers**”) located within the 50 United States and District of Columbia. Void where prohibited, taxed, or restricted by law. Employees of the United States Federal Government and officers, directors, and employees of Sponsor and each its subsidiaries, affiliates, advertising and promotion agencies and the immediate family members and/or those residing in the same household of each are ineligible to participate in the Incentive or win a prize. **VSP Individual Vision Plan sales eligible for this incentive cannot be counted as sales for other VSP Individual Vision Plan partner incentives.**

Sponsor reserves the right to disqualify any participant if Sponsor determines that the Eligible Broker’s participation in the promotion or receipt of a reward or prize would violate federal, state, or local law.

VSP Individual Vision Plan Broker 2022 End of Year Incentive Details

The Incentive will commence on September 1, 2023 at 12:00 a.m. pacific time (“PT”). The Incentive will end on December 31, 2023 at 11:59p.m. PT (the “**Incentive Period**”).

How to Participate

To qualify, eligible Brokers must sell at minimum five (5) new VSP Individual Vision Plan enrollments (“**Enrollment(s)**”) during the Incentive Period to qualify. After selling (5) Enrollments, eligible Brokers will receive a Tango gift card in the amount of \$100 (“**Incentive Prize or Prize**”). For every additional five (5) Enrollments sold during the Incentive Period, an additional \$100 Tango card will be given. Incentive prize is in addition to regular commissions. A renewal is not a new enrollment.

Enrollments must be made by an authorized individual acting on behalf of the eligible broker. Enrollments made by any other individual or any entity, and/or originating at any other web site or e-mail address will be declared invalid and disqualified for this Incentive. Tampering with the Enrollment process or the operation of the Incentive is prohibited, and any information deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually enrolled or submitted Enrollments cannot be resolved to Sponsor’s satisfaction, the affected entry will be deemed ineligible. The Sponsor shall not be responsible for incorrect or inaccurate information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Incentive by any technical or human error which may occur in the processing of Enrollments during the Incentive. The Sponsor assumes no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of Enrollments.

Incentive Distribution

At the end of the incentive period and no later than January 31, 2024 using current emails on file, VSP will distribute electronic gift cards in the amount of the total earned by Eligible Brokers during the incentive period. Eligible Brokers are to contact VSP Individual Vision Plan Broker Support Team Help Desk at 855.218.4746 regarding Enrollment total discrepancies.

All Eligible Brokers will each receive a \$100 Tango Card gift card for every five (5) Enrollments sold. All portions of the prize(s) are non-assignable and non-transferable. Prizes pictured in point-of-sale, online, television and print advertising, email, promotional packaging, and other Incentive materials are for illustrative purposes only. Actual prize(s) may vary from the prizes pictured. All details and other restrictions of the prize not specified in these Official Rules will be determined by Sponsor in its sole discretion. No cash alternative or substitution of the prize will be allowed, except Sponsor reserves the right in its sole discretion to substitute a prize of comparable value if any prize listed is unavailable, in whole or in part, for any reason. Eligible Brokers shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. Eligible Brokers will be required to execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "**Prize Claim Documents**"). If any potential winner fails or refuses to sign and return all Prize Claim Documents within ten (10) days of prize notification, the winner may be disqualified and an alternate Eligible Broker may be selected.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Incentive. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

About Tango

Tango is an online incentive reward program enabling electronic transfer of incentives into select retailer gift cards. 1. A TANGO CARD Never Expires 2. A TANGO CARD has No Dormancy or Maintenance Fees 3. TANGO CARD value (Tango Dollars) are spent/redeemed at www.tangocard.com 4. Tango Dollars can be used to select retailer gift cards; and/or 5. Tango Dollars can be used to make a non-profit contribution; and/or 6. You can opt-in to receive regular emails reminding you of your gift card balances and reminding you to use your Tango Dollars. You can manage and organize all of your gift cards through Tango. You can directly connect to any merchant's gift card website to shop online just by clicking on a gift card you have recorded in your account. Tango Cards are subject to their own Terms and Service, which can be found here <https://www.tangocard.com/terms-of-service/>.

AGREEMENTS

Cancellation

Qualifying brokers wishing to be excluded or cancelled from the incentive can contact the VSP Individual Vision Plan Broker Support Team Help Desk at 855.218.4746. Cancellations must be made by December 31, 2023.

Communication

By participating in the Incentive, each Eligible Broker consents and agrees to periodically receive promotional collateral for the Incentive including e-mails, faxes, or direct mail.

GENERAL LIABILITY RELEASE/FORCE MAJEURE: Acceptance of a prize constitutes winner's permission for the Sponsor to use Eligible Broker's name, image, trademark, contact information,

statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Eligible Brokers agree that Sponsor (A) shall not be responsible or liable for, and is hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Incentive or any Incentive-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) has not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant's, or any other person's, computer system which is occasioned by accessing the Website or otherwise participating in the Incentive, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Incentive or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Incentive, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. If a dispute as to the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Sponsor reserves the right to modify, extend, suspend, or terminate the Incentive if it determines, in its sole discretion, that the Incentive is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Incentive as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Incentive as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Incentive. If the Incentive is terminated before the designated end date, Sponsor will (if possible) select the winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. If for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any

provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

Healthcare Programs

Federal antikickback law provides for criminal and or/civil liability for inducements related to any product for which payment may be made by a federal healthcare program or federally funded state healthcare program, including Medicaid and Medicare (collectively, "Federally Funded Programs"). Some states have similar antikickback laws ("State Laws").

It is the policy of Sponsor to comply with all applicable laws; however, Sponsor has no way of knowing whether any specific transaction will be paid by a Federally Funded Program, or otherwise covered by State Laws. Accordingly, it is the participating agent's sole responsibility to determine if a transaction is eligible for participation in this Incentive, and the eligible broker shall notify Sponsor in writing of any transactions that should be excluded.

Any transaction for which payment will be made, in whole or in part, by any Federally Funded Program, or which is otherwise covered by State Laws, isn't eligible for participation in this Incentive. In consideration for allowing a practice to participate in this Incentive, the principal for that practice acknowledges his/her intent to abide by these terms. Sponsor disclaims any and all responsibility for the participating broker's decision to participate in this Incentive.

DISPUTE RESOLUTION/CHOICE OF LAW

ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE VSP INCENTIVE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

ARBITRATION PROVISION: By participating in this Incentive, each entrant agrees that (1) any claim, dispute, or controversy (whether in contract, tort, or otherwise) the entrant may have against the Sponsor arising out of, relating to, or connected in any way with the Incentive, the awarding or redemption of any prize and/or the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (2) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("**FAA**"), 9 U.S.C. §§ 1-16; (3) the arbitration shall be held in Sacramento, California; (4) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable participant may have entered into in connection with the Incentive; (5) the arbitrator shall apply California law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (6) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only the entrant's and/or the applicable Sponsor individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) the arbitrator shall not have the power to award punitive damages against the entrant or any Sponsor; (8) in the event that the administrative fees and deposits that must be paid to initiate arbitration against any Sponsor exceed \$125 USD, and the entrant is unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Sponsor agrees to pay them and/or forward them on the entrant's behalf, subject to ultimate allocation by the arbitrator. In addition, if entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of entrant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (9) with the exception of subpart (6) above, if any part of this arbitration provision is deemed to be invalid,

unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (6) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither entrant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at www.jamsadr.com.

TAMPERING OR INTERFERENCE

ANY ATTEMPT BY ANY INDIVIDUAL OR GROUP TO DELIBERATELY DAMAGE THE INCENTIVE WEBSITE OR ANY OTHER WEBSITE OF SPONSOR, OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE INCENTIVE 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 RESERVES THE RIGHT IN ITS SOLE DISCRETION, TO DISQUALIFY ANY INDIVIDUAL WHO TAMPERS OR OTHERWISE INTERFERES WITH THE INCENTIVE

PRIVACY POLICY

Please see Sponsor's [privacy policy](https://www.vsp.com/privacy.html) posted at <https://www.vsp.com/privacy.html> regarding the use of personal information collected in connection with this promotion.

CONTACT

Inquiries related to participating in Incentive should be directed to VSP Individual Vision Plan Broker Support Line at 855.218.4746.