

Espresso Machine Giveaway Official Rules

By your participation in the Espresso Giveaway (the “Giveaway”), you hereby agree to the following official rules of the Giveaway (the “Official Rules”):

NO PURCHASE NECESSARY. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: The Giveaway is only open to (i) legal residents of the 48 contiguous United States and the District of Columbia, (ii) age 18 or older at the time of entry, and (iii) is an eyecare professional (e.g., any individual who provides a service related to the eyes or vision). Void in Puerto Rico, Hawaii, Alaska, and wherever prohibited by law. Employees, shareholders, officers, directors and agents of ClearVision Optical, Inc. (“**Sponsor**”), and their respective parents, affiliates, subsidiaries and advertising and promotion agencies, and the immediate family members (spouse and parents, children, siblings and their respective spouses, regardless of where they reside) of, and/or those living in the same household of each, whether or not related, are not eligible to participate. The Giveaway is subject to all applicable federal, state and local laws and regulations. Sponsor is responsible for fulfilling the prize for the Giveaway and for the administration of this Giveaway. The offer is void where prohibited by law.

2. Giveaway Period: The Giveaway begins on February 19, 2024 and ends on April 5, 2024 (the “**Giveaway Period**”). Sponsor’s computer server is the official time-keeping device for the Giveaway.

3. How to Enter: To enter, during the Giveaway Period, eligible participants can enter by booking and attending an in-person or virtual appointment with a Sponsor sales representative. Eligible participants may also enter by completing a purchase of an ILLA product as of 4/15/24. The Entry will require eligible participants to enter their name, email address, city of residence. Limit one entry per person and all required information must be completed on the questionnaire.

4. Alternative Method of Entry (“AMOE”): On a plain 3” x 5” index card, legibly handprint or type your first name, last name, date of birth, complete address, city, state, zip code, home phone number (including area code), and email address and mail your completed 3” x 5” card to Clearvision Optical Company, 425 Rabro Drive Suite 2, Hauppauge, NY 11788. To be considered eligible in the Contest, AMOE entries must be postmarked no later than April 15, 2024. Each AMOE card received that meets the requirements of these Official Rules will be considered as one (1) entry for that entrant.

4. Giveaway Prize Selection and Verification of Potential Winner: The Prize will be awarded in a random drawing from among all participants. Odds of winning the Prize depend on the number of eligible Entries received. Receiving the Prize is contingent upon compliance with these Official Rules and any eligibility requirements, as determined by Sponsor in its sole discretion. The potential winner of the Prize will be notified by Sponsor via email by April 30, 2024 and are required to execute and return an affidavit of eligibility, a liability release and, where lawful, a publicity release within seven (7) days of date of issuance. If such documents are not returned

within the specified time period, prize or prize notification is returned as undeliverable, or potential winner is not in compliance with these rules, prize will be forfeited and, at Sponsor's discretion, an alternate winner selected.

POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING.

5. Prizes: A total of one (2) Prize: DéLonghi Dinamica Plus Espresso Machine plus a year supply of coffee. (estimated retail value of each prize: \$2,000.00)

No transfer, cash equivalent or substitution of the Prize, except by Sponsor, who reserves the right to substitute the Prize of comparable or greater value, at Sponsor's sole discretion. The Prize will be awarded "as is" with no warranty or guarantee, either express or implied. All Prize details are at Sponsor's sole discretion, and are subject to Sponsor's application and eligibility requirements, as determined by Sponsor. Sponsor is not responsible for prize policies of any potential winners' employer. The Prize will be delivered to the potential winner within 90 days of verification. In the event seeding, technical, computer, software, human or other errors cause more than two (2) prizes to be available and/or claimed, Sponsor reserves the right to award the prize by random drawing among all eligible claimants who submitted legitimate prize claims. No more than two (2) prizes will be awarded.

6. Publicity Grant: The winner, by acceptance of the Prize, except where legally prohibited, grants permission for Sponsor and each of their respective designees to use his/her name, address (city and state), photograph, voice and/or other likeness and prize information for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval.

7. Release: You agree to these Official Rules and the decisions of the Sponsor, and release the Sponsor and their respective parents, affiliates, subsidiaries and advertising and promotion agencies, and all other businesses involved in this Giveaway, as well as all of their respective directors, employees, representatives and agents (collectively, the "**Released Entities**"), from all claims and liability relating to their participation in the Giveaway and the acceptance and use/misuse of the Prize offered. You assume all liability for any injury or damage caused or claimed to be caused by participation in this Giveaway or use/misuse or redemption of the Prize. Released Entities are not responsible for errors or problems of any kind whether human, typographical, printing or otherwise relating to or in connection with the Giveaway, including, without limitation, errors or difficulties which may occur in connection with the administration of the Giveaway, the announcement of the Prize or in any Giveaway-related materials. Any entry that is tampered with, forged, illegible, mutilated, altered, duplicated, or obtained through unauthorized distribution channels will be disqualified. Persons who tamper with or abuse any aspect of the Giveaway, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified, and all associated Prize claims will be void. Should any portion of the Giveaway be, in Sponsor's sole opinion, compromised by fraud, technical failures, human error, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair integrity of the Giveaway,

Sponsor reserves the right at its sole discretion to suspend, modify, or terminate the Giveaway and award any unclaimed Prize as otherwise deemed fair and appropriate by Sponsor.

8. Indemnity: You agree to indemnify, defend and hold harmless the Released Entities from and against any and all claims, damages, actions, liability, loss, injury or expense, including reasonable attorneys' fees and costs, arising out of or in connection with: (a) your participation in the Giveaway; (b) a breach or allegation which if true would constitute a breach, of any of your representations, warranties or obligations herein; and (c) acceptance, possession, grant, or use of any Prize, including without limitation, personal injury, death and property damage arising therefrom.

9. Use of Data: Sponsor may collect personal data about entrants in accordance with its privacy policy. Please review Sponsor's privacy policy at <https://www.cvoptical.com/privacy-policy>. By participating in the Giveaway, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

10. Disputes: Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Giveaway or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the state of New York. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of the state of New York without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of New York. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential, or incidental damages, including attorney's fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief.

ALL PARTICIPANTS AND PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS GIVEAWAY WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

Winner's Name: For the name of the potential winner (available after April 30, 2024), send an email to marketing@cvoptical.com, for receipt by no later than May 30, 2024.

Sponsor: Clearvision Optical Company, 425 Rabro Drive Suite 2, Hauppauge, NY 11788