

## **MAKE IT A PATADAY® GIVEAWAY AND SWEEPSTAKES**

### **OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER, WIN OR CLAIM THE PRIZE. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE OR IMPROVE AN ENTRANT'S CHANCES OF WINNING.**

**VOID IN NEW YORK AND FLORIDA, AND OUTSIDE THE UNITED STATES AND THE DISTRICT OF COLUMBIA AND WHERE PROHIBITED OR RESTRICTED BY LAW.**

**BY ENTERING THE PROMOTION, EACH ENTRANT AGREES TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING.**

The Make It a Pataday® Giveaway and Sweepstakes (“**Promotion**”) is sponsored by Alcon Vision, LLC (“**Sponsor**”), 6201 South Freeway, Fort Worth, TX 76134, and is administered by Prize Logic, LLC, (“**Administrator**”), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

- 1. PROMOTION PERIOD:** The Promotion begins on May 24, 2021 at 12:00 AM Eastern Time (“**ET**”) and ends on June 7, 2021 at 11:59:59 PM ET (“**Promotion Period**”). The Promotion includes a sweepstakes (“**Sweepstakes**”), and a limited time offer (“**Offer**”). The Offer ends when all Offer Items have been claimed. Limited quantity of Offer Items available. See Section 3.B for more details about the Offer. The Administrator’s computer is the Promotion official clock.
- 2. ELIGIBILITY:** This Promotion is open only to those who, at the time of entry, are: (A) legal residents of the United States and the District of Columbia (excluding New York, Florida, Puerto Rico, U.S. Virgin Islands, and Guam); and (B) who are at least eighteen (18) years of age or older or the age of majority in their state of residence if higher than age 18. Employees, officers, and directors of Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, and agents, as well as any prize providers, suppliers, influencers, endorsers, advertising/marketing agencies, and/or promotional partners or agencies that are involved in any way with the development, promotion, sponsorship, or execution of the Promotion (all of the foregoing individuals and entities are, collectively, “**Promotion Entities**”), and each of their immediate family members (e.g., spouses, parents, children, and siblings, and their respective spouses and the “steps” of each, regardless of where they reside) and/or those members living in the same household of such persons, whether or not related, are not eligible to enter or win. The Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited or restricted by law.

Those who enter the Promotion (“**Entrants**”), by entering, are bound, and agree fully and unconditionally to the terms and conditions of these Official Rules and Sponsor’s decisions and interpretations, which are final and binding in all matters related to the Promotion. For purposes of the Promotion, an Entrant’s residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical address or e-mail address. All Entry information shall be referred to

herein as the “**Entries**” or each as an “**Entry**”.

**3. HOW TO ENTER:** No purchase or payment of any kind is necessary and a purchase or payment does not increase or improve the chances of winning the Sweepstakes or being eligible for the Offer.

**A. Sweepstakes:** During the Promotion Period, an eligible individual may visit <https://patadaygiveaway.com> (“**Promotion Website**”) and complete and submit the registration form including, but not limited to: his/her first and complete last name (no initials), valid e-mail address, phone number, street address (no P.O. Boxes will be allowed), city, state, and zip code. Upon the successful submission of the registration information, an Entrant will receive one (1) entry into the Sweepstakes.

**B. Offer:** If an eligible Entrant to the Promotion is one of the first 2,400 Entries registered by Administrator, such Entrant will be eligible for the Offer (“**Potential Offer Item Recipient**”) and may receive one (1) bottle (2.5mL) of Pataday® Once Daily Relief *Extra Strength* eye drops (“**Offer Item**”). Only 2,400 Offer Items are available. The approximate retail value (“**ARV**”) of each Offer Item is \$22.99. Limit of one (1) Offer Item per Entrant. After all 2,400 Offer Items have been claimed, the Offer will end. Entrants who are eligible for the Offer and attempt to enter the Promotion after all Offer Items have been claimed may still participate in the Sweepstakes, if desired. The Potential Offer Item Recipient is considered a potential recipient pending verification of his/her eligibility and compliance with these Official Rules (if verified, the “**Offer Item Recipient**”).

**C. Entry Limit:** There is a limit of one (1) Entry per person during the Promotion Period. If more than one (1) Entry is received from the same person, telephone number, physical address, and/or e-mail address the Entries may, at the Sponsor’s sole and absolute discretion, be disqualified. Entrants are prohibited from using more than one (1) e-mail address or physical address or multiple identities. If it is found or suspected that an Entrant is using more than one (1) e-mail address or physical address or multiple identities to participate in the Promotion, then that Entrant, in Sponsor’s sole and absolute discretion, may not be eligible to win the prize or receive an Offer Item.

**IMPORTANT:** MESSAGE AND DATA RATES MAY APPLY IF AN ENTRANT ENTERS THIS PROMOTION ON HIS/HER MOBILE DEVICE. NOT ALL MOBILE TELEPHONE/WIRELESS PROVIDERS CARRY THE SERVICE NECESSARY TO PARTICIPATE IN THIS PROMOTION. ENTRANTS SHOULD CONSULT THEIR WIRELESS PROVIDER’S PRICING PLANS. MOBILE ENTRY IS NOT REQUIRED TO ENTER, RECEIVE AN OFFER ITEM, OR WIN A PRIZE IN THIS PROMOTION.

**4. SWEEPSTAKES RANDOM DRAWING:** On or around June 8, 2021, the Administrator will randomly draw one (1) Entry for the Sweepstakes Prize, as defined below (“**Potential Sweepstakes Winner**”) from all eligible Entries received during the Promotion Period. The Potential Sweepstakes Winner is considered a potential winner pending verification of his/her

eligibility and compliance with these Official Rules (if verified, the “**Sweepstakes Winner**”).

**5. SWEEPSTAKES PRIZE, APPROXIMATE RETAIL VALUE (“ARV”), AND ODDS OF WINNING:**

**A. Sweepstakes Prize (1):** The prize includes: (i) four (4) bottles (2.5mL) of Pataday® Once Daily Relief *Extra Strength* Eye Drops (ARV \$91.96), (ii) \$300 awarded via Chase Quick Pay, and (iii) an autographed Jimmie Johnson photo (ARV \$200) (collectively, the “**Sweepstakes Prize**”). The value of autographed items is subject to market fluctuations. The total ARV of the Sweepstakes Prize is \$591.96.

**B. Odds of Winning:** The odds of winning the Sweepstakes Prize depend on the number of eligible Sweepstakes Entries received in accordance with these Official Rules during the Promotion Period.

**C. General Conditions:** In no event will more than one (1) Sweepstakes Prize, be awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received.

**6. HOW TO CLAIM THE OFFER ITEM OR SWEEPSTAKES PRIZE:** The Potential Offer Recipients and the Potential Sweepstakes Winner are subject to verification of eligibility and compliance with these Official Rules. By entering the Promotion, you agree to cooperate reasonably with any such background check which may be requested by Sponsor. After the random drawing, Administrator will notify the Potential Sweepstakes Winner via e-mail within five (5) days of the random drawing at the e-mail address provided at the time of registration. The Potential Sweepstakes Winner will be required to complete, sign, and return an Affidavit of Eligibility and Liability/Publicity Release to the extent permitted by applicable law and any other requested documents, which may require the Potential Sweepstakes Winner to provide a social security number, within five (5) calendar days from the date of attempted notification using the e-mail address provided at the time of registration or the Sweepstakes Prize may be forfeited in its entirety and awarded to an alternate winner, as described below, at the Sponsor’s sole and absolute discretion. At Administrator’s discretion, the Potential Sweepstakes Winner may be required to produce a picture ID or another form of proper identification to claim the Sweepstakes Prize. Failure to provide all required information and a signature on the documents within the stated time period may result in forfeiture of the Potential Sweepstakes Winner’s right to claim his/her prize, and may result in the Sweepstakes Prize being awarded to an alternate winner, as described below, at the Sponsor’s sole and absolute discretion. If a Potential Offer Winner or the Potential Sweepstakes Winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept a Offer Item or Sweepstakes Prize, as applicable, the respective Offer Item or Sweepstakes Prize may be forfeited. If the Offer Item is forfeited for any reason as described above, such Offer Item may be provided to another eligible Entrant who did not receive an Offer Item, as chosen by Sponsor in its sole and absolute discretion. If the Sweepstakes Prize is forfeited for any reason as described above, such prize may be awarded to an alternate winner, as selected in a random drawing from among all remaining eligible Entries, as determined by

Sponsor in its sole and absolute discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver the Sweepstakes Prize or an Offer Item, such prize or item, as applicable, may not be re-awarded. Any portion of the Sweepstakes Prize or Offer Item not accepted by winner or recipient, respectively, will be forfeited. Each Offer Recipient and the Sweepstakes Winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for his/her respective offer item or prize received. Sponsor will issue an IRS Form 1099-MISC for the Sweepstakes Winner. All other costs and expenses not expressly set forth herein shall be solely each winner's or recipient's responsibility.

Sponsor will attempt to notify the Potential Offer Recipient and the Potential Sweepstakes Winner as set forth above, but Sponsor is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Promotion e-mail, including any winner notification e-mail, to a spam or junk folder. Any Offer Item or Sweepstakes Prize that is unclaimed, unredeemed, or returned as undeliverable will not be awarded. Neither the Offer Item nor the Sweepstakes Prize is transferable and no item or prize substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute an item or prize of equal or greater value in case of unavailability of the Offer Item or Sweepstakes Prize or force majeure, at Sponsor's sole and absolute discretion. Promotion Entities shall not be held responsible for any delays in awarding the Offer Item or Sweepstakes Prize for any reason. The Administrator will ship each Offer Item to the address provided to Administrator at registration, as described above. The Administrator will ship the Sweepstakes Prize, as applicable, to the address provided to Administrator during the prize notification and verified acceptance process described above. Delivery of Offer Items and Sweepstakes Prizes may take approximately 6-8 weeks from date of Administrator's receive of all necessary information and documents. Administrator and Sponsor are not responsible if an item or prize is stolen, lost, or delayed in transit.

- 7. LIMITATION OF LIABILITY:** By participating in this Promotion, each Entrants agrees that the Promotion Entities, Facebook, Instagram, any other social media platform through which the Promotion may be advertised, and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents (collectively, "**Released Parties**") are not, and Entrant shall be responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability, including without limitation as a result of any viruses, worms, or other harmful code; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction, or unauthorized access to the Promotion; (vii) any injury or damage, whether personal or property, including but not limited to Entrants or to any person's computer, which may be caused, directly or indirectly, in whole or in part, from Entrant participating in the Promotion and/or accepting an Offer Item or prize, or from viewing, playing or downloading any material from Sponsor's website(s) or the Promotion Website, regardless of whether the material was prepared by Sponsor or a third party, and regardless of whether the material is connected to Sponsor's websites or the Promotion Website by a hypertext link; (viii) entries

that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules; (ix) any other condition caused by events beyond the control of Sponsor or Administrator that may cause the Promotion to be disrupted, delayed, or corrupted. Further, the Promotion Entities are not responsible for any unanswered or undeliverable winner notifications.

By entering the Promotion, each Entrant agrees: (i) to be bound by these Official Rules, including without limitation all entry requirements and eligibility conditions set forth herein; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion; and (iv) to forever, fully, and irrevocably release and agree to hold harmless each of the Released Parties from and against any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) relating to or that may arise in connection with: (a) the Promotion, including, but not limited to, any Promotion-related activity or element thereof, and the Entrant's Entry(ies), participation or inability to participate in the Promotion; (b) the violation of any privacy, personal, publicity, intellectual property, or proprietary rights; (c) acceptance of, attendance at, receipt of, travel related to, participation in, delivery of, possession of, defects in, use or non-use of, misuse of, inability to use, loss of, damage to, destruction of, or negligence or willful misconduct in connection with the use of, an Offer Item or prize (or any component thereof), including without limitation losses based on personal injury, property damage, or loss or death; (d) any change in the prizing or Offer Items (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by Entrant.

If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of a winner in a manner it deems fair and reasonable, including the selection of Offer Item recipients from the pool of eligible Entrants who have not already received an Offer Item and selection of a Sweepstakes Winner by means of a random drawing from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more Offer Items or prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical, administrative, printing, production, computer or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winner.

WITHOUT LIMITING THE FOREGOING, ENTRANT FURTHER ACKNOWLEDGES THAT THE RELEASED PARTIES HAVE NEITHER MADE NOR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATIVE TO ANYTHING REGARDING THIS PROMOTION, INCLUDING ANY OFFER ITEM, PRIZE OR PORTION THEREOF, INCLUDING BUT NOT LIMITED TO, THE STATUTORY AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. ALL OFFER ITEMS AND PRIZES ARE PROVIDED "AS IS."

- 8. DISPUTES: By entering the Promotion, each Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with the Promotion, or any Offer Items or prizes awarded, will be resolved individually, without resorting to any form of class action,**

and solely and exclusively in a federal or state court located in Tarrant County, Texas; entrant submits to sole and exclusive personal jurisdiction and venue to said courts in the State of Texas for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; and (b) any and all claims, judgments and awards will be limited to actual out-of-pocket costs incurred, including costs associated with entering the Promotion, but in no event attorneys' fees; and (c) under no circumstances will any entrant be permitted to obtain any award for, and by entering each entrant waives all rights to claim punitive, special, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses. **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 the Entrants or of Sponsor in connection with the Promotion, will be governed by, and construed in accordance with the laws of the State of Texas without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of Texas.

9. **PRIVACY:** Any personal information that an Entrant provides in connection with the Promotion shall be used by Sponsor and Administrator to administer the Promotion, contact Entrants, and for the other purposes set forth in the Sponsor's privacy policy available at <https://www.alcon.com/privacy-policy>. By entering the Promotion, Entrant agrees to and accepts that privacy policy.
10. **PUBLICITY RIGHTS:** By participating in this Promotion, each Entrant irrevocably grants the Sponsor and Sponsor's designee the unconditional, irrevocable, and perpetual right and permission, royalty-free, to use the Entry and any other data or information included in such Entry, including but not limited to Entrant's name, address (city and state), biographical information, likeness, image, picture and prize information and other information and content provided (in whole or in part, as may be adapted, edited, or modified, as solely determined in Sponsor's sole and absolute discretion) in connection with the Promotion for promotion, trade, commercial, advertising and publicity purposes in all media now known or hereafter discovered throughout the world including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except to the extent prohibited by law. Sponsor is not obligated to use any of the above-mentioned data, information, images, content, or materials. Each Entrant waives all intellectual property rights, privacy/publicity rights or other legal or moral rights that might preclude the Sponsor's use of the Entry or exercise of any rights granted to Sponsor hereunder, and each Entrant agrees not to sue or assert any claim against the Promotion Entities with respect to such use to the fullest extent permitted by applicable law.
11. **GENERAL:** Any attempted form of participation in this Promotion other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any individual found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Promotion; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Promotion. Any attempted form of participation in this Promotion other than as in these Official Rules is void. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any item or prize that he/she

might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. Each Entrant may be required to show proof of being an authorized account holder. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All Entries and/or materials submitted become the property of Sponsor and will not be acknowledged or returned. In the event of any conflict with any Promotion details contained in these Official Rules and Promotion details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Promotion as set forth in these Official Rules shall prevail.

**12. WINNER LIST:** For a list of winners, interested individuals should mail a self-addressed stamped business envelope to: ATTN: Winner List - Make It A Pataday Giveaway and Sweepstakes, P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be postmarked within six (6) months after the Sweepstakes Winner is announced. These Official Rules are available at <https://patadaygiveaway.com/rules> or by sending a self-addressed stamped envelope to: ATTN: Official Rules Request - Make It A Pataday Giveaway and Sweepstakes, P.O. Box 251328, West Bloomfield, MI 48325.

**13. ADMINISTRATOR:** Prize Logic, 25200 Telegraph Rd, Suite 405, Southfield, MI 48033.

**14. SPONSOR:** The sponsor of the Promotion and the address at which the Sponsor may be contacted is Alcon Vision, LLC, 6201 South Freeway, Fort Worth, Texas 76134. However, all requests relating to the Promotion should be directed to the Administrator at <https://prizelogic.zendesk.com/hc/en-us?id=015350>. This Promotion is in no way sponsored, endorsed, or administered by, or associated with, Instagram, Facebook, or any other social media platform. If you have an issue/concern with the Pataday product, contact [msus.pharma@alcon365.com](mailto:msus.pharma@alcon365.com).

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