

Barnet Dulaney Perkins Eye Center
“What would you do without Glasses or Contacts” Video Contest
Rules, Terms & Conditions

1. ELIGIBILITY: Barnet Dulaney Perkins Eye Center Contest (the "Contest") is open only to legal residents of the fifty (50) United States (including D.C.) who are at least twenty one (21) years old at the time of entry. All employees, agents, and contractors of Barnet Dulaney Perkins Eye Center and all their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. ***YouTube and all their parent and affiliate companies are in no way affiliated with the Barnet Dulaney Perkins Eye Center contest.*** All applicable federal, state and local laws and regulations apply. Void where prohibited or restricted.

2. CONTEST PERIOD: The Contest begins at 12:00 a.m. Time ("MST") on August 9th 2010 and ends at 11:59 p.m. MST on September 30th, 2010 (the "Contest Period"). The Contest Period consists of a video submission phase which begins at 12:00 a.m. MST on August 9th 2010 and ends at 11:59 p.m. MST on September 10th, 2010 (the "Video Submission Phase"); a voting period which begins at 12:00 a.m. MST on September 20th, 2010 and ends at 11:59 p.m. MST on September 30, 2010 (the "Voting Period").

3. CONTEST SUBMISSION:

a. Video Submission Phase: During the Promotion visit HYPERLINK "http://www.goodeyes.com/video-contest.asp" <http://www.goodeyes.com/video-contest.asp> and submit your registration and a video featuring your unique or creative way to describe “What Would I do Without Glasses or Contacts” (the "Submission"). There is no fee associated with submitting a video. All eligible participants will receive a \$1000 Savings on Vision Correction performed by Barnet Dulaney Perkins Eye Center. Savings is based on \$500 per eye on LASIK or ICL procedure performed at Barnet Dulaney Perkins Eye Center Phoenix location prior to Dec 31, 2010. Not redeemable for cash. Cannot be combined with any other offer or savings." A Barnet Dulaney Perkins Eye Center representative will contact you with more details on validating your \$1000 Savings on Vision Correction (LASIK or ICL) coupon.

Submission Requirements:

Participants must fill out a registration form.

Submission must not exceed 5 minutes in length.

Submission must not exceed 100 MB in size.

Participant must own copyright to video submission.

Participants must qualify for Vision Correction (LASIK or ICL) as determined by the physicians at Barnet Dulaney Perkins Eye Center in order to receive the grand prize or \$1000 off Vision Correction (LASIK or ICL).

Participants will grant Barnet Dulaney Perkins Eye Center all rights to these video recordings and all benefits and advantages to be derived from there. During the registration process, each participant will be required to click where indicated to confirm that such participant agrees to be bound by these Official Rules. Any Submission that includes content that is deemed inappropriate, indecent, or obscene as determined by Sponsor in its sole discretion, will not be eligible. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected entries which are void. In addition, by entering, contestants represent and warrant that the entries that they submit: are their own original creations, do not infringe any other person's or entity's rights and has obtained permission from the people featured in the Submission to enter this Contest.

Limit: Each participant may enter five (5) Submissions during the Contest Period. Multiple Participants are not permitted to share the same email address. Any attempt by any Participant to enter more than one (1) Submission by using multiple/different email addresses, identities, registrations, or any other methods will void all Submissions entered by that Participant and that Participant, at the sole discretion of Sponsor, may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the registrant or Participant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder.

b. Voting Period: Sponsor will post Submissions that comply with these Official Rules. During the Voting Period, Barnet Dulaney Perkins Eye Center will select their 5 favorite Submissions, taking into account the following judging criteria to determine the finalists: (50%) creativity and (50%) entertainment value ("Finalist Judging Criteria"). Finalists: The Participants who are selected as the 5 Finalists by Barnet Dulaney Perkins Eye Center will be announced on September 20th, 2010 on <http://www.goodeyes.com> and <http://www.facebook.com/bdpec>. The Grand Prize winner will be selected by a consumer poll on www.goodeyes.com. The video with the highest number of votes during the Voting Period will be awarded the Grand Prize. Limit: Visitors to the site may vote one (1) time for each Submission during the Voting Period. Voters must be at least thirteen (13) years of age. In the case of a tie, the qualified judges will determine the finalist based on the winner with the Submission that has the best entertainment value.

5. PRIZES: ONE (1) GRAND PRIZE: FREE Vision Correction (LASIK or ICL) performed by the Barnet Dulaney Perkins Eye Center at our Phoenix location. Winner must qualify for Vision Correction (LASIK or ICL) as determined by the physicians at Barnet Dulaney Perkins Eye Center in order to receive the grand prize. Approximate Retail Value: \$5000. No cash equivalent will be made available on prize. No substitution will be made except as provided herein at the Sponsor's sole discretion.

6. GENERAL RULES: By entering or participating in the Contest, Participants agree to

be bound by these Official Rules. Sponsor assumes no responsibility for electronic hardware, programming or software malfunctions, or failures, or line connections, accessibility or availability, or technical failures of any kind, or unauthorized human intervention, or the incorrect or inaccurate capture of any Submission or other information, or for the failure to capture any such information. Sponsor is not responsible for: (1) any incorrect or inaccurate information, whether caused by Participants, or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Submission process or the Contest; or (4) technical or human error which may occur in the administration of the Contest or the processing of entries. Further, if, for any reason, the Contest is not capable of running as planned by reason of infection by virus, bugs, worms, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of the Sponsor, may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right, at their sole discretion, to cancel, terminate, modify or suspend the Contest, and select the winner for the Contest, from the entries received prior to the action taken or in other such manner as deemed fair and appropriate by Sponsor.

Participants, by participating in this Contest, hereby waive and release, and agree to hold harmless, Sponsor, and their respective parents, subsidiaries, affiliates, distributors, advertising and Contests agencies and all of their respective officers, directors, employees, representatives and agents, from and against, any and all rights, claims and causes of action whatsoever that they may have, or which may arise, against any of them for any liability for any matter, cause or thing whatsoever, including but not limited to any injury, loss, damage, whether direct, compensatory, incidental or consequential, to person, including death and property, arising in whole or in part, directly or indirectly, from their acceptance, possession, use or misuse of the prize in the Contest, or their participation in the Contest. Except where prohibited, Participant agrees that any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved under the laws of the State of Arizona, without respect to any conflict of law issues, and Participant agrees that such shall be resolved individually, without resort to any form of class action, and exclusively by the Federal and State Courts of Arizona.

7. SPONSOR: Barnet Dulaney Perkins Eye Center 4800 North 22nd Street Phoenix, AZ 85016