

**Airwear "Breit Eyes" Contest**  
Official Rules

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

The "Breit Eyes" Contest ("Contest") begins on Sept. 1, 2011 at 9:00 a.m. Central Time ("CT") and ends Sept. 30, 2011 at 8:00 p.m. CT ("Contest Period").

**1. ELIGIBILITY:** Contest is open only to legal residents of the fifty (50) United States and the District of Columbia, who are 18 years of age or older at the time of entry. Void where prohibited by law. Employees of Essilor of America, Inc. ("Sponsor"), Weber Shandwick, Facebook and their respective parents, subsidiaries, affiliates, promotion and advertising agencies, and members of their immediate family (defined as spouses, parents, children and siblings, and each of their respective spouses, regardless of where they reside and whether biological, adopted, step or in-law) and persons living in the same household, whether or not related, of such employees, are not eligible to enter or win. Contest is subject to all applicable federal, state and local laws. Contest is in no way sponsored, endorsed or administered by, or associated with Facebook. By entering, you understand that you are providing your information to the Sponsor and not Facebook. The information you provide will only be used for Contest administration.

**2. HOW TO ENTER:** To enter the Contest, visit <http://www.Facebook.com/AirwearLenses> (the "Contest Site"), click on the Contest tab, where you will be asked to "like" the "Airwear Lenses" page, and then follow the directions provided to complete the entry form; and submit a photo of your child wearing eyewear (photo collectively with entry form referred to herein as the "Entry"). Photos cannot exceed 2MB in size and must be submitted in jpg, gif, or png format. All Entries must be received by 8:00 p.m. CT on Sept. 30, 2011 to be eligible for the Contest. Submission of erroneous or incomplete information will void the submitted entry. Except as otherwise provided herein, Sponsor will not enter into any correspondence with an entrant regarding an Entry. Entries generated by script, macro or other automated means or by any means which subvert the Entry process are void. Limit one (1) Entry per person, and limit one Entry per email address. Entries received from any person or email address in excess of the stated limitation will be void. All Entries become the sole property of the Sponsor and will not be returned.

**3. ENTRY REQUIREMENTS:** Entry may not contain, as determined by Sponsor, in its sole discretion, any content that:

- is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing);
- promotes any activities that may appear unsafe or dangerous;
- promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group;
- appears to duplicate any other submitted Entries;

- defames, misrepresents or contains disparaging remarks about other people or companies;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media);
- contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead;
- contains look-alikes of celebrities or other public or private figures, living or dead;
- communicates messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate; and/or
- violates any law;
- contains any minors other than if the entrant is the parent or legal guardian of such minor (in which case the entrant must have written permission from any other parent/legal guardian of such minor to submit such minor's image for use in connection with the Contest and as otherwise authorized by these Official Rules).

If an Entry contains any content which Sponsor reasonably may interpret as violating any of the above prohibitions or otherwise violates these Official Rules or the policies of Sponsor, Sponsor at its option may disqualify the Entry in its entirety. Entry must be the original work of the entrant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. Other than content that is specifically prohibited per the Entry Requirements set forth above (in which case such Entry will be disqualified), if the Entry contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry by Sponsor, or anyone authorized by Sponsor, in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Entry. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any entrant at any time. Failure to provide such proof in the manner and in the time frame requested by Sponsor may, if requested, render Entry null and void. By submitting an Entry, entrant warrants and represents that he/she and any persons appearing or who are identifiable in the Entry consent to the submission and use of the Entry in the Contest and to its use as otherwise set forth herein.

**4. ENTRY USAGE:** By submitting an Entry, entrant hereby grants permission for the Entry to be posted on <http://www.Facebook.com/AirwearLenses>, [www.Airwear.com](http://www.Airwear.com), [www.LighterSaferGreener.com](http://www.LighterSaferGreener.com), other Sponsor websites. Entries may or may not be posted on the Contest Site, in Sponsor's sole discretion, and such posting on Sponsor's site is not indicative of the Entry's eligibility or performance in judging. Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of Entries by third parties. Released Parties do not guarantee the posting of any Entry.

**5. JUDGING:** All eligible Entries received by Sponsor will be judged by a panel of qualified judges based on the following criteria: creativity (40%), effectiveness of the incorporation of eyewear in photo (35%), and quality of photo (25%) The entry with the highest score will be deemed the potential Grand Prize winner and the entry with the second highest score will be deemed the Second Prize winner, both subject to verification of eligibility and compliance with these Official Rules. In the event of a tie, an additional, "tie-breaking" judge will determine the potential Grand Prize winner(s) from among those tied Entries based on the criteria listed herein. Sponsor reserves the right not to award a Grand Prize if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries.

**6. WINNER NOTIFICATION:** Potential winners will be notified by email and may be required to complete an Affidavit of Eligibility, Liability and Publicity Release (unless prohibited by law) and any other documents required by Sponsor, which must be returned within five (5) days of date appearing on prize notification. If potential winner is an eligible minor in his/her state of residence, such minor potential winner must have Affidavit and Releases signed by a parent or legal guardian on his/her behalf. Return of prize or prize notification as undeliverable, failure to sign and return requested documentation within the specified time period, the inability of Sponsor to contact a winner within a reasonable time period or noncompliance with these Official Rules by a winner will result in disqualification and, at Sponsor's sole discretion, prize may be awarded to a runner-up. If a winner is at least 18 but still considered a minor in his/her state of residence, Sponsor reserves the right to award prize in the name of his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on winner set forth herein.

**7. GRAND PRIZE (1) AND SECOND PRIZE (1):** One (1) Grand Prize winner will receive an original, autographed sketch by artist Mary Engelbreit of the child in the winning photo (sketched from the photo) and one day/one night trip to St. Louis, Missouri. Sketch will not be used for commercial purposes. Winner and child will also receive a tour of Mary Engelbreit Studios while in St. Louis. Dates of travel and tour are subject to availability, and must be completed by December 31, 2011. Winner must be the parent or legal guardian of the child, and must sign and return a Liability/Publicity Release on behalf of the child prior to ticketing. If winner and child are unable to travel on mutually agreeable date prior to the expiration date, the prize will be forfeited in its entirety. Trip includes round trip coach airfare for winner and child from major airport nearest winner's home to St. Louis, one night's standard double occupancy hotel accommodations in St. Louis (hotel to be determined by Sponsor), and a \$200 general use gift card. Any other expenses (including meals, gratuities, hotel incidentals, etc.) that are not specifically set forth in the prize description will be the winner's sole responsibility). Approximate retail value ("ARV") of Grand Prize: \$3,000 (actual value may vary depending on timing of trip and point of departure). One (1) second prize winner will receive an assortment of children's books autographed by Mary Engelbreit valued at \$50. ARV of Second Prize: \$50. Total ARV for all prizes: \$3,050. Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winners may not substitute, assign or transfer prize or redeem prize for cash, but Sponsor reserves the right, at its sole discretion, to substitute prize (or portion thereof) with one of comparable or greater value if featured prize becomes unavailable. Winner is responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. All prize details are at Sponsor's sole discretion.

**8. GENERAL CONDITIONS:** By participating and/or accepting a prize, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor and judges, which shall be final and binding in all respects relating to this Contest; (b) to release, discharge and hold harmless Sponsor, Mary Engelbreit, Weber Shandwick, Facebook and all of their respective parents, affiliates, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant's participation in the Contest or any Contest-related activity or the acceptance, possession, use or misuse of any awarded prize; and (c) to the use of winner's name, photograph, image and/or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so.

**9. OWNERSHIP/USE OF ENTRIES:** By submitting an Entry, each entrant agrees that he/she is assigning his/her rights in the Entry to Sponsor and Sponsor shall own the Entry submitted (including the copyright and all other rights embodied therein) and that Sponsor and its designees may exploit, edit, modify, and distribute the Entry and all elements of such Entry, including, without limitation, the names of any persons or locations embodied therein, in any and all media now known or hereafter devised, worldwide, in perpetuity without compensation, permission or notification to entrant or any third party.

**10. MISCELLANEOUS:** Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled entries or photos; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing or judging of Entries, the announcement of the prizes, the incorrect uploading of a photo, or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Contest or downloading materials from or use of the Contest Site. Persons who tamper with or abuse any aspect of the Contest or Contest Site, 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 Entries will be void. Should any portion of the Contest be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, or in the event the Contest is unable to run as planned for any other reason, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the

Contest and, if terminated, at its discretion, select the potential winner(s) from all eligible, non-suspect Entries received prior to action taken using the judging procedure outlined above. Should a dispute arise regarding the identity of the entrant, the person named on the entry form will be considered the entrant and must comply with these Official Rules. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

**11. DISPUTE RESOLUTION/CHOICE OF LAW:** Except where prohibited, entrants agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest shall be resolved individually, without resort to any form of class action, and exclusively by an action in state or federal court located in the State of Texas; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Contest but in no event attorneys' fees; and (c) under no circumstances will a participant be permitted to obtain awards for, and participants hereby waive all rights to claim, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of a participant in connection with this Contest, shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard to the conflicts of law doctrine of any jurisdiction.

**12. PRIVACY:** The use of personal information collected in connection with this Contest will be subject to the privacy policy posted at [www.airwear.com](http://www.airwear.com).

**13. WINNER'S NAMES:** For the names of the winners, send a self-addressed stamped envelope to "Breit Eyes" Facebook Contest Winners, Attention: Stefanie Samarripa, 1717 Main Street, Suite 1600, Dallas, TX 75201 by December 31, 2011.

**14. SPONSOR:** Essilor of America, Inc., 13555 N Stemmons Frwy, Dallas, TX 75234