

The Optical DreamSM Program

The Optical DreamSM - 2017 Official Rules

- 1. PROGRAM OVERVIEW: NO PURCHASE NECESSARY TO ENTER OR WIN IN THIS PROGRAM.**
The 2017 Optical DreamSM Program (the "2017 Program" or the "Program") is sponsored by Vision Source L.P. ("Sponsor"), and includes a training program (the "Training Program"), and three distinct contests: the Weekly Performance Contest, the Monthly Platinum Contest, and the Grand Prize Contest (each a "Contest" or collectively, the "Contests").

The Program is a trade promotion and is not open to members of the general public. Void where prohibited.

ANY TRANSACTION FOR WHICH PAYMENT WILL BE MADE, IN WHOLE OR IN PART, BY A STATE OR FEDERAL HEALTH CARE PROGRAM IS NOT ELIGIBLE FOR PARTICIPATION IN THIS PROGRAM.

- 2. PROGRAM PERIOD:** The period for which these Official Rules govern runs from January 30, 2017 through December 31, 2017, unless earlier terminated by Sponsor (the "2017 Program Period"), subject to completing the registration/enrollment requirements before participation may begin.
- 3. PRACTICE AND EMPLOYEE ELIGIBILITY AND ENROLLMENT:**

a. Eligible Practices. Sponsor is in the business of franchising and licensing independently owned and operated optometric offices for the diagnosing of vision and eye health problems, the prescription of corrective vision measures such as glasses or contact lenses, and all other areas of eye care which optometrists may be permitted by law to perform, including the retail sale of eyewear and optical supplies. The Vision Source franchisees and licensees are each referred to as a "Member" and collectively as the "Members." For purposes of these Official Rules, "Eligible Practices" include all Members that are (i) in good standing with Sponsor, (ii) located in one of the fifty United States or District of Columbia, and (iii) not excluded, debarred or suspended from participation in any state or federal health care program.* An Eligible Practice may have one or more individual practice locations, each of which is referred to herein as an "Eligible Practice Location."

* The term "federal health care program" is defined at 42 U.S.C. §1320a-7b(f) and includes the Medicare, Medicaid, TRICARE and certain other government funded health care programs and plans.

b. Eligible Practice 2017 Program Registration.

- i. Insight Member Portal:** To participate in the 2017 Program, all Eligible Practices (whether they participated in a prior version of the Program or are new to the Program this year) must register in the 2017 Program at insight.visionsource.com (the "Insight Member Portal").

- ii. Divisions: Sponsor has established six (6) groups (each a “Division”) for purposes of setting certain performance objectives for the 2017 Program. An Eligible Practice Location's Division assignment is based on its 2016 revenues. Division assignments are solely determined by Sponsor and are not subject to appeal. Sponsor reserves the right to reassign a Registered Practice Location (as defined in Rule 3.b.iii. below) to a different Division at any time for any reason during the course of the Program, and to make such reassignments on a prospective or retrospective basis in its sole discretion.
- iii. Registration Process: To register an Eligible Practice in the 2017 Program, an owner, officer or director of the Eligible Practice (a “Practice Principal”) must log in to the Insight Member Portal during the 2017 Program Period and click the 2017 Optical Dream icon which will redirect them to a landing page for the Optical Dream program (the “Optical Dream Website”) where all of the Eligible Practice’s Eligible Practice Locations will be listed and a button will be shown that states “Register all Practice Locations.” Once the Practice Principal clicks the “Register All Practice Locations” button, the Optical Dream 2017 Official Rules (the “Official Rules”) will pop up and the Practice Principal must read through the Official Rules and electronically sign an acknowledgement (the “Acknowledgment”) at the end stating that he/she has read through the rules and agrees to them on behalf of the entire practice (which includes all Eligible Practice Locations, owners, officers, directors, doctors, employees and staff). Once the Acknowledgment is transmitted, the entire Eligible Practice will be deemed a “Registered Practice” and each Eligible Practice Location will be referred to individually as a “Registered Practice Location.” In addition, all non-owner and non-doctor employees of each Registered Practice Location who are set up as an employee or staff member of the Registered Practice Location in the Insight Member Portal will be eligible to participate in the Program on behalf of the Registered Practice Location, subject to the requirements for becoming an “Enrolled Employee” as detailed in Rule 3.c., below.
- iv. Practice Administrator: All Practice Principal(s) are automatically designated as the primary administrator of the Program on behalf of Registered Practice. The Practice Principal can designate an additional staff member or members from the Registered Practice or from a specific Registered Practice Location to also serve as administrator(s) of the Program on behalf of the entire Registered Practice, or a Registered Practice Location (either the “Practice Administrator” or each a “Practice Administrator”), and any notices or correspondence about the Program can be made to the Practice Principal and/or Practice Administrator. The Practice Principal authorizes the Practice Administrator to make decisions relating to the Program on behalf of the entire Registered Practice or Registered Practice Location (as the case may be), including directing Sponsor as to which Enrolled Employee (as defined in Rule 3.c., below) should receive a Spin (as defined in Rule 9.e, below) or to whom a prize should be directed on behalf of the Registered Practice or Registered Practice Location. If a Registered Practice or Practice Location desires to change the Practice Administrator, such change can be made in the Insight Member Portal by a Practice Principal.

c. Eligible Employee and Enrolled Employee Participants.

(i) For purposes of this Program, “Eligible Employees” (each referred to individually as an “Eligible Employee”) are defined as non-owner/non-doctor employees of a Registered Practice Location that are set up in the Insight Member Portal by a Practice Administrator (either before or after the Practice Principal registers the practice), and who as of the time of participation in the Program and prize awarding are (i) 21 years of age or older, (ii) a legal resident of one of the fifty United States or District of Columbia, and (iii) are not excluded, debarred or suspended from participation in any state or federal health care program. For each Contest, there may be additional eligibility requirements to participate in that particular Contest (such additional eligibility requirements will be detailed in the section of these Official Rules that pertains to that Contest). Member owners and doctors cannot be an Eligible Employee for any of the Contests. Employees of a Registered Practice Location can only participate in the Program if their Practice Administrator has entered or does enter such Eligible Employee’s name and email address in the Insight Member Portal. Entering the name of an Eligible Employee constitutes the Registered Practice’s confirmation that such Eligible Employee’s participation in this Program is authorized by the Registered Practice and Registered Practice Location, the Eligible Employee meets the eligibility criteria set forth above, that the Eligible Employee may use Registered Practice/Registered Practice Location equipment for purposes of participating in the Program, that such participation in the Program is permissible during such employee’s work hours, and that participation in the Program is part of such employee’s employment duties.

(ii) For an Eligible Employee to become an “Enrolled Employee” and participate in the Program on behalf of the Practice, such Eligible Employee must complete the following steps:

- (a) Establish a user name and password (the “Log In”) on the Insight Member Portal at <https://insight.visionsource.com> (if they do not already have a Log In).
- (b) Visit the Insight Member Portal and click The Optical Dream icon to access the Optical Dream Website. The first time the Eligible Employee clicks the Optical Dreams icon he/she will get a pop up with the complete Official Rules for the 2017 Program. The Eligible Employee must read through the Official Rules and at the end, click a button acknowledging that they have received, read and agree to abide by the Official Rules. Thereafter, they will have access to their individual Contest Dashboard, as more fully explained in Rule 3.d.
- (c) Once an Eligible Employee has successfully completed the aforementioned steps, he/she shall be referred to as an “Enrolled Employee” for purposes of these Official Rules.

While participation in this Program is conducted by the Enrolled Employees of the Registered Practice Locations, the Program is intended for the sole benefit of Registered Practice Locations, and the activities of each Enrolled Employee is considered to be a part of such Enrolled Employee's employment responsibilities for that Registered Practice Location. As detailed in the relevant Contest sections below, the prizes in this Program may be awarded directly to the Registered Practice Location in some cases, or awarded directly to an Enrolled Employee at the direction of the Practice Principal or a Practice Administrator for the Registered Practice Location. Regardless of which party ultimately receives the prize, the prize is won by the Registered Practice Location. Accordingly, the Registered Practice Location is responsible for any and all federal, state or local taxes on prizes that are awarded to the Registered Practice Location whether given to the Registered Practice Location or to an Enrolled Employee at the direction of the Practice Administrator. Sponsor will report all prize awards to the Registered Practice Location on a 1099-MISC for the Program year. If the Registered Practice Location does not already have an IRS W-9 on file with Sponsor, completing such IRS W-9 is a prerequisite to Sponsor awarding any prize to the Registered Practice Location or an Enrolled Employee of that Registered Practice Location.

d. Contest Dashboard. Each Registered Practice, Registered Practice Location, Practice Administrator and Enrolled Employee (collectively "Participants") may visit the Optical Dream Website to find information specific to that Participant's status in the Program (the "Contest Dashboard").

- 4. COMPLIANCE WITH LAWS.** Sponsor and each Registered Practice, Registered Practice Location and Enrolled Employee covenant and agree that they will comply with all applicable federal and state laws and regulations with respect to their participation in this Program, including, but not limited to, the federal health care program anti-kickback statute, 42 U.S.C. §1320a-7b(b) (the "Anti-Kickback Statute") and its state law counterparts.

More specifically, Sponsor covenants and agrees that it will satisfy the requirements imposed on a "seller" (or an "offeror") under the discount exception, 42 U.S.C. §1320a-7b(b)(3)(A), and discounts safe harbor, 42 C.F.R. §1001.952(h), to the Anti-Kickback Statute with respect to all price reductions or other remuneration (such as the dollar value of all redeemed prizes) provided by Sponsor to each Registered Practice under the Program.

Each of the Registered Practices and Registered Practice Locations covenants and agrees that it will satisfy the requirements imposed on a "buyer" under the discount exception, 42 U.S.C. §1320a-7b(b)(3)(A), and discounts safe harbor, 42 C.F.R. §1001.952(h), to the Anti-Kickback Statute with respect to all price reductions or other remuneration (such as the dollar value of all redeemed prizes) provided to each Registered Practice or Registered Practice Location with respect to its purchases under the Program.

5. **PRICE TRANSPARENCY.** Each Registered Practice and Registered Practice Location understands and acknowledges that it may be required—pursuant to applicable federal or state laws or regulations, including, but not limited to, the Anti-Kickback Statute, its state law counterparts, or pursuant to its contractual arrangements with third party payers—to fully and accurately report and disclose the net purchase price** for all products it purchases under this Program. To that end, each Registered Practice and Registered Practice Location covenants and agrees that it will (a) fully and accurately report and disclose—to the relevant government authority, health care plan or program, or third party payer—its net purchase price for all products it purchases under this Program, and (b) upon request, provide such further information about its net purchase prices and the price reductions and other remuneration (such as the dollar value of all redeemed prizes) it received with respect to its purchases under the Program.

** For purposes of these Official Rules, the term "net purchase price" means the net discounted price that the Registered Practice Location pays for each Job at issue (i.e., the purchase price after taking into account (i.e., subtracting) all price reductions and incentives).

6. **TRAINING PROGRAM:** A prerequisite for any Enrolled Employee to report Eligible Jobs/earn Points on behalf of a Registered Practice (as more fully described in Rule 8, below) in connection with any of the Contests is for such Enrolled Employee to complete the 2017 training modules (the “Base Training Modules”) posted on the Optical Dream Website.” Once an Enrolled Employee has successfully completed the Base Training Modules (successful completion requires finishing all modules and correctly answering all questions in the quiz at the end of each module), such Enrolled Employee may begin reporting Eligible Jobs for the Registered Practice Location as indicated in more detail in Rules 8 and 9, below.

From time to time during the 2017 Program Period, Sponsor may elect to post additional training modules (“Additional Training Modules”). Enrolled Employees who successfully complete those Additional Training Modules may become eligible to earn additional Points (as defined in Rule 8, below) for the Registered Practice/Registered Practice Location, as more fully detailed on the Contest Dashboard, which may be updated as Additional Training Modules become available (in Sponsor’s sole discretion).

7. **JOBS:** For purposes of the 2017 Program, a “Job” is defined as the purchase of a product that is listed in the Enrolled Employee’s Contest Dashboard (“Eligible Product”), provided that the Eligible Product is ordered by the Registered Practice Location during the Program Period at the time such Eligible Product (and Points for such Eligible Product) appears in the Enrolled Employee’s Contest Dashboard.

In order for a Job to be eligible for this Program (an “Eligible Job”) such Job must not be paid for in whole or in part by a state or federal health care program.

The Anti-Kickback Statute provides for criminal and or/civil penalties and fines for the provision and/or acceptance of inducements (i.e., things of value) related to any product for which payment may be made by a federal health care program. Some states have enacted

similar anti-kickback laws. It is Sponsor's policy to comply with all applicable laws; however, Sponsor has no way of knowing whether any specific transaction will be paid by a state or federal health care program. **Accordingly, it is the sole responsibility of each Registered Practice and Registered Practice Location to determine if a Job qualifies as an Eligible Job for purposes of earning Points in this Program, and to carve out (i.e., not report for Point accumulation purposes) any non-Eligible Jobs. TO BE CLEAR, ANY TRANSACTION FOR WHICH PAYMENT WILL BE MADE, IN WHOLE OR IN PART, BY A STATE OR FEDERAL HEALTH CARE PROGRAM IS NOT ELIGIBLE FOR PARTICIPATION IN THIS PROGRAM.** By registering for the Program, each Registered Practice and Registered Practice Location agrees to indemnify and hold harmless the Sponsor, its affiliates, subsidiaries, shareholders, officers, directors, employees, contractors, agents and representatives (together, the "Sponsor Indemnified Parties") against any cost, claim, liability or expense any of the Sponsor Indemnified Parties incur as a result of or arising out of or related to: (i) the breach or violation of the Official Rules by the Registered Practice, Registered Practice Location, or an Enrolled Employee including without limitation, the inclusion of Points for a Job or Jobs for which payment will be made, in whole or in part, by a state or federal health care program; (ii) any violation by the Registered Practice, Registered Practice Location, and/or an Enrolled Employee of any applicable law or regulation, or (iii) the costs of any reviews whereby it is determined that the Registered Practice, Registered Practice Location, and/or an Enrolled Employee included Points for a Job or Jobs for which payment will be made, in whole or in part, by a state or federal health care program. In consideration for allowing a practice to participate in this Program and to award any prizes hereunder, each Registered Practice and Registered Practice Location acknowledges its intent to abide by these Official Rules and agrees that it will notify Sponsor of any non-Eligible Jobs or Points that were erroneously included in the calculation of Points. Sponsor disclaims any and all responsibility for a Participant's decision to participate in this Program and/or to accept a prize or designate an Enrolled Employee to receive a prize. By accepting a prize or designating an Enrolled Employee to receive a prize on behalf of a Registered Practice or Registered Practice Location in connection with the Program, the Registered Practice/Registered Practice Location warrants that it is eligible to participate under the applicable federal and state law governing procurement of prizes and rewards. Sponsor reserves the right to disqualify any Registered Practice, Registered Practice Location or Enrolled Employee if Sponsor determines that such Practice's participation in the Program or receipt of a prize would violate state or federal law.

Although Jobs for which payment will be made, in whole or in part, by a state or federal health care program are not eligible for participation in the Program, the Sponsor reserves the right to conduct a review of any Registered Practice and/or Registered Practice Location to help ensure compliance with this requirement. Each Registered Practice and Registered Practice Location shall maintain complete and accurate books and records relating to the Program. During the term of the Program and for one year thereafter, by registering for the Program each Registered Practice and Registered Practice Location is deemed to have consented to permit Sponsor and its authorized agents and representatives, the right the right to review and inspect such records, documents and material of each Registered Practice and Registered Practice Location during ordinary business hours and to make copies of such

records, documents and other materials, subject to (i) such security procedures as each Registered Practice and Registered Practice Location may reasonably impose, and (ii) such limitations as may be required under applicable rules, regulations or statutes governing the conduct of each Registered Practice's and Registered Practice Location's business. In the event that the review determines that the Registered Practice was not in compliance with this requirement or otherwise violated the rules of the Program, in addition to any other remedies available to Sponsor under these Official Rules or by applicable state or federal laws, each such Registered Practice and Registered Practice Location shall be deemed to have forfeited any and all prizes awarded to such Registered Practice and Registered Practice Location under the Program and shall be required to immediately and fully reimburse Sponsor for the fair market value of such prizes and shall be disqualified from the Program.

8. **POINTS:** For each Eligible Product set forth in an Enrolled Employee's Contest Dashboard, there will be a specified number of points (the "Points") the Registered Practice Location can earn when an eligible Enrolled Employee reports an Eligible Job for such Eligible Product. Points may be changed from time to time during the Program Period by Sponsor, in Sponsor's sole discretion.

Each Registered Practice Location will find the following information on its Contest Dashboard: (a) the detail of the Registered Practices Location's Eligible Jobs to date during the Program Period; (b) the total number of Points (including the conversion of Jobs to Points) earned by the Registered Practice Location to date during the Program Period; (c) the Points earned per Job and the DreamBucks, as defined in 9.h., below, received for Spins to date for that Registered Practice Location during the Program Period; and (d) the aggregate dollar value of the DreamBucks redeemed by the Registered Practice Location for Prizes during the calendar year, as included in the amount set forth on the annual 1099 Tax Form sent to each Registered Practice Location. Information for the 2017 Program will no longer appear on the current Contest Dashboard as of January 1, 2018, but may be printed or saved electronically prior to that date. Data for prior years will be archived and will be accessible through the Contest Dashboard.

Registered Practice Locations should retain their monthly billing statements and paper or electronic copies of the above information so as to be in a position to fully and accurately calculate, report, and disclose their net purchase prices, as appropriate.

9. **WEEKLY PERFORMANCE CONTEST:** During each week of the 2017 Program Period beginning on Monday at 12:00 a.m. (local time) and ending at 11:59 p.m. (local time) on Sunday (other than the last week of the 2017 Program Period which shall end on Saturday, December 31, 2017) (each a "Weekly Performance Period"), Sponsor may run a Weekly Performance Contest (notice will be posted on the Optical Dreams Website if there will be no Weekly Performance Contest for any week during the Program Period). The Weekly Performance Contest is open to any Eligible Practice that has become a Registered Practice Location before the conclusion of that Weekly Performance Period, and once qualified for a Weekly

Performance Period, eligibility extends back to the first day of the Weekly Performance Period.

- a. **Eligibility for Reporting Eligible Jobs.** Only Enrolled Employees who have completed the Base Training Module before the end of the Weekly Performance Period are eligible to report Eligible Jobs to earn Points on behalf of their Registered Practice Location in the Weekly Performance Contest.
- b. **Earning Points.** Registered Practice Locations will earn Points (as set forth on their Contest Dashboard) for their Registered Practice Location for each Eligible Job ordered by the Registered Practice Location during a Weekly Performance Period and reported during that Weekly Performance Period by an eligible Enrolled Employee in his/her individual Contest Dashboard, as detailed in Rule 9.c., below. It is up to each Registered Practice Location to determine which eligible Enrolled Employee will report the Eligible Jobs to earn Points for the Registered Practice Location, and Eligible Jobs cannot be reported by more than one Enrolled Employee or more than one time by the same Enrolled Employee.
- c. **Reporting Eligible Jobs.** Enrolled Employees must report the Eligible Jobs that are made during a Weekly Performance Period on their Contest Dashboard in the Optical Dreams Website no later than 11:59 p.m. (local time) on the Sunday of the Weekly Performance Period during which such Eligible Job is ordered. Any Eligible Jobs that are not reported by the deadline for the time period in which the Eligible Jobs was ordered are not eligible to earn Points.
 - At no time should any Participant report Eligible Jobs from previous weekly or monthly periods.
 - At no time should any Participant report Eligible Jobs from one Registered Practice Location as having occurred at another Registered Practice Location (one exception to this rule is; if a practice has 2 locations that do not see patients simultaneously i.e. one location is closed if the other location is open for business).
 - Each Eligible Job may only be reported by one Enrolled Employee of the Registered Practice, and may only be reported one time.
- d. **Points Goals.** Sponsor will set Points goals for each Division, at its sole discretion (the "Points Goal"). Points Goals will be set forth on the Enrolled Employee's Contest Dashboard and on the Registered Practice Location's Contest Dashboard.
- e. **Earning Spins.** All Points earned based on Eligible Jobs reported by eligible Enrolled Employees from a Registered Practice Location will be aggregated into a Registered Practice Location Total, and are subject to approval by the Practice Administrator for the Registered Practice Location. Sponsor reserves the right to conduct a review of a Registered Practice Location at any time in Sponsor's sole discretion to verify Eligible Jobs reported and Points earned, and any decision by Sponsor on Points earned is final and binding. Each Registered Practice Location that meets the Points Goal as set forth for its Division on its Contest Dashboard for the Weekly Performance Period will earn the

number of “Spins” on the prize wheel associated with such Points Goal. The number of Spins earned will be deposited in the Registered Practice Location’s Contest Dashboard “Spin Bank” within approximately 24 hours following the end of the day approved by the Practice Administrator. The Practice Administrator may distribute the Spins to Enrolled Employees from that Registered Practice Location in his/her sole discretion. While all Points earned by a Registered Practice Location will be counted toward the relevant Monthly Platinum Prize Contest (as discussed in Section 10) and the Grand Prize Contest (as discussed in Section 11), any accumulated Points that do not result in earning a Spin during a Weekly Performance Period will be forfeited for purposes of the Weekly Performance Contests and will not roll over into a subsequent Weekly Performance Period. For example, if the Practice Points Goal for the week is 40, and the practice has 45 Points at the end of the Weekly Performance Period, 40 Points will be converted to 1 Spin, and the remaining 5 Points will be forfeited.

- f. Lowering Points Goals.** Registered Practice Locations can lower their Points Goal by up to 15% simply by participating in the Program consistently. If the Registered Practice Location earns a minimum of 10 Points every week for 12 consecutive weeks, then the Points Goal for that Registered Practice Location is reduced by 5% for the remainder of the 2017 Program Period. If the Registered Practice Location earns a minimum of 10 Points every week during a subsequent and completely separate 12 week period, then the Point Goal for that Registered Practice Location is reduced further by 5% for the remainder of the 2017 Program Period. There is a maximum 15% Points Goal reduction for the 2017 Program Period.
- g. How to Use a Spin.** If an Enrolled Employee is assigned a Spin by the Practice Administrator during a Weekly Performance Period, the Enrolled Employee should visit his/her individual Contest Dashboard to play the Spin(s) in the Enrolled Employee’s Contest Dashboard Spin Bank. To play the Spins in a Contest Dashboard Spin Bank, the Enrolled Employee should log in to the Contest Dashboard after Spins are deposited and follow the online prompts. Each Spin will return a Prize in one of five categories: Topaz, Sapphire, Emerald, Ruby, or Diamond. Odds of winning a Topaz level prize are 40:100. Odds of winning a Sapphire level prize are 47:100. Odds of winning an Emerald level prize are 6:100. Odds of winning a Ruby level prize are 4:100. Odds of winning a Diamond level prize are 3:100. The Prize won will be presented on the Contest Dashboard after a Spin is played.
- h. Prizes.** All prizes for the Weekly Performance Contest are awarded in the form of “DreamBucks”. Each DreamBuck has an approximate retail value (“ARV”) of one dollar (\$1.00).

 - i.** Topaz Prize: 15 DreamBucks (ARV: \$15)
 - ii.** Sapphire Prize: 20 DreamBucks (ARV: \$20)
 - iii.** Emerald Prize: 40 DreamBucks (ARV: \$40)
 - iv.** Ruby Prize: 50 DreamBucks (ARV: \$50)

- v. Diamond Prize: 75 DreamBucks (ARV: \$75)

(Sponsor reserves the right to change the prize values at each level during the Program Period upon notice posted on the Optical Dream Website.) The DreamBuck amount associated with the prize won will be deposited into the designated Enrolled Employee’s “DreamBucks Wallet” on their Contest Dashboard following verification of their Spin. (The DreamBucks Wallet is part of the Enrolled Employee’s Contest Dashboard where prize winnings are deposited and reside until a player wishes to redeem their DreamBucks for gift cards.)

At any time during the 2017 Program Period, an Enrolled Employee can redeem his/her DreamBucks by selecting from any of dozens of gift cards ranging from **Starbucks®**, **iTunes®**, and **Amazon.com®**, to **Nike®**, **Pottery Barn®** and **L. L. Bean®**, among others. (No sponsorship or endorsement to the Program is made by any of these retailers). Once an Enrolled Employee’s DreamBucks have been redeemed for a gift card, the gift card will be sent digitally to the email address for the Enrolled Employee designated by the Practice Administrator for the Spin and the DreamBucks within approximately twenty-four (24) hours.

10. MONTHLY PLATINUM PRIZE CONTEST:

a. Monthly Periods: During the 2017 Program Period there will be twelve (11) periods in which a Monthly Platinum Prize Contest occurs (each a “Monthly Platinum Period”). The dates for each Monthly Platinum Period are as follows, with each Monthly Platinum Period beginning at 12:00 a.m. (local time) on the first date stated, and ending at 11:59 p.m. (local time) on the last date stated:

- i. **Monthly Period 1:** January 30, 2017 - February 26, 2017
- ii. **Monthly Period 2:** February 27, 2017 - April 2, 2017
- iii. **Monthly Period 3:** April 3, 2017 – April 30, 2017
- iv. **Monthly Period 4:** May 1, 2017 – May 28, 2017
- v. **Monthly Period 5:** May 29, 2017 – July 2, 2017
- vi. **Monthly Period 6:** July 3, 2017 – July 30, 2017
- vii. **Monthly Period 7:** July 31, 2017 – September 3, 2017
- viii. **Monthly Period 8:** September 4, 2017 – October 1, 2017
- ix. **Monthly Period 9:** October 2, 2017 – October 29, 2017
- x. **Monthly Period 10:** October 30, 2017 – December 3, 2017
- xi. **Monthly Period 11:** December 4, 2017 – December 31, 2017

b. Eligibility. All Enrolled Employees who have completed the Base Training Module are eligible to represent the Registered Practice Location in the Monthly Platinum Prize Contest on behalf of their Registered Practice.

- c. **Reporting Points.** Points earned based on Eligible Jobs reported by eligible Enrolled Employees for the Weekly Performance Contest are the only Points that will qualify for the Monthly Platinum Prize Contest and those qualified Points are automatically included as Points for the Monthly Platinum Prize Contest. Any Eligible Jobs that were not reported by the deadline for a Weekly Contest Period are not eligible for the Monthly Platinum Prize Contest and no Points will be earned for such Eligible Jobs.
 - d. **How to Win.** All Points earned and based from Eligible Jobs reported by eligible Enrolled Employees from a Registered Practice Location will be aggregated into the Monthly Platinum Period Practice Location Total. Sponsor reserves the right to conduct a review of the Registered Practice Location at any time in Sponsor's sole discretion to verify Eligible Jobs claimed and Points earned, and any decision by Sponsor on Points earned is final and binding. The twenty (20) Registered Practice Locations in each Division that earn the highest number of Points during each Monthly Platinum Period will be entered into a drawing to win a "Platinum Prize." Odds of a top twenty Registered Practice winning a prize are 1:20. Limit one win per Registered Practice in the Monthly Platinum Contest per Program year.
 - e. **Monthly Platinum Contest Prizes:** 1,000 DreamBucks (ARV: \$1,000). One Platinum Prize winning Registered Practice Location will be selected from each Division (total of 6 per month), and the Practice Administrator of such Registered Practice Location will complete a form to allocate the prize won to a specific Enrolled Employee's DreamBucks Wallet" on their Contest Dashboard.
- 11. GRAND PRIZE CONTEST:** During the 2017 Program Period there will be one (1) Grand Prize Contest. The time frame for the Grand Prize Contest is the entire Program Period.
- a. **Eligibility.** All Registered Practice Locations that have ordered and reported at least one Eligible Job from Essilor Laboratories of America, Inc. (including partner labs) ("ELOA") during the Program Period and participated in at least one Weekly Performance Contest during the Program Period are eligible to participate in the Grand Prize Contest. Each such eligible Registered Practice Location will be assigned to the same Division for the Grand Prize Contest that it is assigned for the rest of the Program.
 - b. **Earning Points/Points Goals:** The Points earned based on reported Eligible Jobs in each Weekly Performance Contest by eligible Enrolled Employees from the eligible Registered Practice Location will be combined.
 - c. **Reporting Eligible Jobs:** No additional reporting by the Registered Practice Location or its Enrolled Employees is required. Any Eligible Jobs that were not reported by the deadline for a Weekly Contest Period are not eligible for the Grand Prize Contest and no Points will be earned on such jobs.
 - d. **How to Win:** The one eligible Registered Practice Location in each Division with the highest number of combined Weekly Performance Contest Points will be named the Grand Prize Winning Practice Location from that Division, subject to verification, for a total of six (6) Grand Prize Winning Practice Locations.

- e. **Grand Prizes:** Each verified Grand Prize Winning Practice Location will receive the following:
- i. A cash prize in the amount of \$10,000 (USD) (“Cash Prize”). The Cash Prize may be used and/or distributed by the Registered Practice Location in the Registered Practice Location’s sole discretion.
 - AND -
 - ii. A reduction of 0.25% from the monthly royalty fee percentage for the Grand Prize Winning Practice Location for each month during calendar year 2018. For example, if the Grand Prize Winning Practice Location’s current monthly royalty fee percentage is 2.65%, then the monthly royalty fee percentage will be reduced to 2.40% for each month during calendar year 2018, that is, the royalty fee based on the adjusted gross receipts for January 2018 (due on or before March 15, 2018) would be computed at 2.40%.

12. MISCELLANEOUS TERMS APPLICABLE TO ALL CONTESTS AND PROGRAM

- a. **Verification of Points.** Sponsor reserves the right (without obligation) to conduct a review of all Eligible Jobs reported by Enrolled Employees, and Points earned by Registered Practice Locations; and such Enrolled Employees and/or Registered Practice Locations must provide supporting or related documentation for accuracy, integrity, and compliance at Sponsor’s request. Sponsor reserves sole discretion to modify Points if for any reason it cannot verify their accuracy or if there is any evidence of fraud or error in reporting, including but not limited to failure to substantiate recorded sales goal achievements; errors in data entry, whether intentional or inadvertent; participant ineligibility; or violations of the Official Rules.
- b. **Ties.** In the case of a tie in the ranking of an eligible Registered Practice Location at the Monthly Platinum Contest level or at the Grand Prize Contest level, the tied Registered Practice Location with the higher number of earned Points during the final two weeks of the relevant measurement period (the Monthly Platinum Period for the Monthly Platinum Contest or the entire Program Period for the Grand Prize Contest) will be deemed the higher-ranking Registered Practice Location; if a tie remains, then the tied Registered Practice Location with the higher number of earned Points during the final three weeks will be deemed the higher-ranking Registered Practice Location; and if a tie still remains, one additional consecutive final week will be added to the totals iteratively until the tie is broken.
- c. **Notification of Winners.** For each Contest, the winning Registered Practice Location will be notified by email at the email address provided for the Practice Administrator in the enrollment form for the Registered Practice/Registered Practice Location (the “Winner Notification”). For each Monthly Platinum Prize Contest and the Grand Prize Contest, there will be a form for the Practice Administrator to complete to confirm acceptance of the prize, designate employee to receive prize, select prize where choice is available, etc. (the “Prize Claim Form”). The Practice Administrator must complete and return such Prize Claim Form within fourteen (14) days or the prize may be forfeited and neither the

Registered Practice Location nor any Enrolled Employee will have any cause of action for loss of a prize. If a Winner Notification is returned as undeliverable, if a Prize Claim Form is not returned as directed and within the time frame specified, or if a Participant from such Registered Practice Location is found to be ineligible or in violation of these Official Rules, such Registered Practice and/or Registered Practice Location (as determined by Sponsor) will be disqualified and will lose any claim to the prize for which it may otherwise have been eligible, and in such case, Sponsor reserves the right in its sole discretion to notify the Registered Practice Location that is next in line in performance criteria to receive the prize following these same criteria.

- d. Additional prize conditions and details.** During 2017, the total maximum value of all prizes available to be awarded in the Monthly Platinum Prize is \$66,000 and the Grand Prize Contests is \$60,000. Prizes do not include any item not specifically described herein. Sponsor is not responsible for inability of practice or designated prize recipient to use any prize or components of prizes. Prizes are non-transferable, non-substitutable and may not be redeemed for cash, other than as specified herein or as authorized in Sponsor's sole discretion. Prizes (as well as gift cards, and other prizes, claimed using DreamBucks) may be subject to applicable terms and conditions, such as expiration dates, dormancy fees, redemption fees, and other terms; winner/prize recipient takes prize subject to all such terms. Sponsor reserves the right in its sole discretion to substitute prizes of equal or greater monetary value, but otherwise, there will be no substitutions or cash redemptions (other than as stated herein) allowed. Prizes may not be transferred to a third party prior to awarding. Sponsor is not responsible for lost prizes/gift cards. All gift cards are subject to terms and conditions as imposed by the issuer. Unclaimed prizes may not be awarded.
- e. Publicity.** Where permitted by law, by entering the Program and/or accepting a prize, each Participant grants to Sponsor (which grant will be confirmed in writing on request of Sponsor) and those acting pursuant to Sponsor's authority, the right to print, publish, broadcast and use, worldwide in any media now known or hereafter developed, including but not limited to the World Wide Web, at any time or times, such Participant's name for advertising, trade and promotional purposes without additional consideration, and without notice, review and approval, except where prohibited by law.
- f. Release.** Sponsor is not responsible for any data costs, messaging costs, or wireless device costs imposed by ISPs or wireless carriers or incurred while entering or participating in Program. By entering the Program and/or accepting a prize, each Participant agrees to indemnify, release and hold harmless the Sponsor, Essilor of America, Inc., Essilor Laboratories of America, Inc. (including all partner labs), and all of their advertising, fulfillment and promotions agencies, and each of their respective parent companies, subsidiaries, affiliates, and agencies, and each of their officers, directors, shareholders, employees, agents and representatives (collectively "Released Parties") from any and all liability, costs, expenses, damages, rights, claims, actions, and losses of any kind, including attorneys' fees and expenses (collectively "Losses") incurred in connection with the Program, including without limitation for or from (a) the redemption of any Points of the acceptance, possession, use or mis-use of any prize, (b)

claims relating to rights of publicity, rights of privacy or defamation, and/or (c) the payment of failure to pay sales or use taxes. The Released Parties are not responsible for (a) lost, late, incomplete, inaccurate, undelivered, garbled, or lost entries/orders/registrations; (b) interrupted or unavailable network, server, Internet Service Provider (ISP), website or other connections; (c) any other technical failures or difficulties; (d) other errors of any kind whether human, mechanical, electronic, network, typographical, printing or otherwise relating to or in connection with the Program or awarding of prizes; (e) any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Program; (f) injury or damage to any Participant's or to any other person's computer or network related to or resulting from participating in the Program, (g) any personal injury, property damage, or any other loss, injury, or damage suffered by any person relating in any way to the items or services purchased, in whole or in part, through redemption of Points or prizes; and/or (h) in states in which Sponsor does not have the legal responsibility to charge and collect sales or use tax, the Registered Practice's failure to pay, in whole or in part, such sales or use tax to the applicable State taxing authority, and any penalty or interest imposed on the Registered Practice as a result of such failure.

CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE THE PROGRAM SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW (AND TO DISQUALIFY SUCH PERSON (OR THE ELIGIBLE PRACTICE SUCH PERSON WORKS FOR) FROM THE PROGRAM, IF APPLICABLE). By participating in this Program, Participants agree to abide by and be bound by these Official Rules, and understand that the results and decisions of Sponsor are final in all respects. In the event of a discrepancy between these Official Rules and any advertising/collateral material, the terms of these Official Rules shall apply. In the event of an error in the drafting of these Official Rules, Sponsor reserves the right to correct such error and for such correction to apply retroactively. Sponsor reserves the right, at its sole discretion, to disqualify any individual found to be in violation of the Official Rules. Sponsor reserves the right to cancel the entire Program, part of the Program, or to modify the Program for any reason, including if fraud destroys the integrity of the Program or any portion thereof, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right, but not the obligation, to select the winners in a manner which is fair, equitable and in accordance with the spirit of these Official Rules, as determined by Sponsor in its sole discretion. Notice of such action by Sponsor will be posted on the Insight Member Portal.

- g. Dispute Resolution/Choice of Law.** Except where prohibited, Participants agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Program 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 Program but in no event attorneys' fees; and (c) under no circumstances will an 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 Program, 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.

- h. Suspension of Registered Practices.** If a Registered Practice or any of its locations is more than thirty (30) days delinquent in any of its financial obligations to Sponsor, including but not limited to payment of royalty fees, Sponsor will suspend that Registered Practice from participation in the Program. During such suspension, Participants may continue to accrue DreamBucks but the accrued DreamBucks may not be redeemed for prizes until the suspended Registered Practice is current on all of its financial obligations to Sponsor.
- i. Termination of Registered Practices.** If a Registered Practice is terminated from the Program, it will no longer be eligible to earn Points under the Program, and any Points earned prior to termination will not be redeemable. The exclusion, debarment or suspension of a Registered Practice or any of its locations, owners or employees from participation in any state or federal health care program is grounds for immediate termination of the Registered Practice from the Program.
- j. Privacy Policy.** Personally identifiable information collected online in connection with this Program is subject to the Privacy Policy posted on the Insight Member Portal and/or the Optical Dream Website, depending on the source of collection.
- k. Winner's List.** To obtain a list of the winning Registered Practice Locations of any major prizes (defined as prizes valued over \$25), send a self-addressed stamped envelope to: 2017 Vision Source Optical Dream Winner's List, 23824 Highway 59 North, Kingwood, TX 77339. List will be available one month after conclusion of the Program.
- l. Administrator.** Friendefi, Inc. (or its successors, if any), 1751 Richardson Street, Unit 4.311, Montreal, Quebec, Canada H3K 1G6.
- m. Sponsor.** Vision Source L.P., 23824 Highway 59 North, Kingwood, TX 77339, USA.