

## OneSight – Ready Set See Terms and Conditions

### 1. Definitions

- (a) "OneSight" means OneSight and, where appropriate, its employees, agents, contractors and officers. The term "OneSight" or "us" or "we" refers to the host of this event, an Ohio not for profit organization having a place of business at 4000 Luxottica Place, Mason, OH 45040. The term "you" refers to the user or viewer of our website ("the site").
- (b) "Competition" or "Ready Set See" means the virtual running/walking and fundraising event conducted from September 1, 2017 to October 12, 2017.
- (c) "Participant" means each and every eligible individual entrant/eligible individual participant in the Competition.

### 2. The Competition

- (a) The Competition commences at 12:01 am (EST) on September 1, 2017 and closes at 11:59 pm (EST) on October 12, 2017.
- (b) The Competition involves setting a running or walking distance target of 17,000 miles to achieve collectively by all Participants over the course of the Competition.
- (c) The collective distance is calculated by reference to the aggregate total of each Participant's individual distance travelled during the course of the Competition.
- (d) The Competition is a game of skill and chance plays no part in determining any winner of the Competition.
- (e) Each valid entry will be individually judged according to its merits on the following criteria:
  - (i) the number of miles travelled whilst participating in the Competition; and
  - (ii) the amount of money raised for OneSight while participating in the Competition.  
(Competition Prize Criteria)
- (f) Prizes will be given to individual Participants as judged against the Competition Prize Criteria.

### 3. Eligibility and Entry

- (a) Entry is open to all individuals over the age of 18. Children under the age of 18 must participate under the direct supervision of an adult.
- (b) Individuals wishing to enter the Competition must:
  - (i) visit the Ready Set See website ([readyssetsee.org](http://readyssetsee.org)), complete the registration form, and create a fundraising page
  - (ii) link their eligible fitness tracker software to the fundraising page.
- (d) OneSight may, in its absolute discretion and without giving reasons for its decision, accept or refuse any application for registration.
- (e) A limit of one entry per individual Participant applies.
- (f) In entering the draw, each Participant agrees to being provided marketing information from OneSight.
- (g) OneSight reserves the right in its sole discretion to disqualify any individual or team Participant who it has reason to believe has breached any of these Terms and Conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardize the fair and

proper conduct of the Competition. OneSight's legal rights to recover damages or other compensation from such an offender are reserved.

#### 4. Prizes

(a) Fundraising Prizes include:

Criteria: Individual who logs 3 activities or more through MapMyFitness, Fitbit, or Strava between 9/11 -9/17

Prize Description: A chance to win a OneSight prize pack including a backpack, water bottle, t-shirt, and hat.

Criteria: Individual who raises \$75 between 9/18 - 9/24

Prize Description: A chance to win a pair of Powerbeats3 wireless headphones.

Criteria: Individual who logs 10 mi/16 km between 9/25 and 10/1

Prize Description: A chance to win a OneSight prize pack including a backpack, water bottle, t-shirt, and hat.

Criteria: Individual who raises 5 or more donations between 9/1 and 10/11

Prize Description: A chance to win a Fitbit Blaze.

(b) Each prize will be determined at 2:00 pm (EST) on the day following the challenge ending at the offices of OneSight located at 4000 Luxottica Place, Mason, OH 45040

(c) Each prize (including any unused portion) must be taken as stated, and is not transferable, exchangeable or redeemable for cash.

(d) Prize values are in US Dollars.

(e) To the extent permitted by law:

(i) OneSight makes no representations or warranties as to the suitability of any Prize; and

(ii) No compensation will be payable if, for any reason, a prize winner is unable to use any prize as stated.

(f) For winning individuals, the prize logistics will be communicated with you following the draw date.

(g) OneSight may, in its absolute discretion, deem any "winning" entry invalid subsequent to the winner being notified or the winner's name being announced if it is discovered that the winner did not enter into or participate in the Competition in accordance with these terms and conditions. In such circumstances, the next best entry, as determined by OneSight pursuant to these terms and conditions and in its absolute discretion, will be the winner. OneSight's decision is final and OneSight will not enter into, nor is it obliged to enter into, correspondence regarding the result.

(i) As a condition of accepting a Prize, the winner may be required to sign legal documentation as and in the form required by OneSight and/or Prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

#### 5. Notification and Unclaimed Prizes

(a) Each winner will be notified by email within two (2) business days of the determination of each prize category.

(b) Each winner must reply to the notification and claim their prize within 90 days of Draw Date.

(c) Should any winner be unable to accept a prize within 90 days of the Draw Date, a redetermination of the particular prize category will take place on the following business day at 10 am at 4000 Luxottica Place, Mason, OH 45040.

#### 6. Health and Safety

(a) Each Participant is responsible for ensuring that they that they have adequately and appropriately prepared both physically and mentally for the Competition. By entering the Competition, each Participant warrants that they done so and are not aware of any illness, injury, physical disability, or impairment which may cause them injury or death during the Competition. If the Participant has any health issues or doubts prior to or during the course of the Competition, the Participant warrants that they will immediately seek appropriate professional medical advice.

(b) If during the Competition, the Participant becomes ill or is injured, the Participant warrants that they will cease participating in the Competition until they have obtained appropriate professional medical advice.

(c) The Participant must ensure that their associated equipment is in sound condition prior to and during the course of the Competition.

#### 7. Compliance with State/Territory Laws

(a) During the course of the Competition, the Participant will comply with all traffic and road laws in the jurisdiction that they are participating in and any directions issued by officers of the law in their state/territory.

(b) During the course of the Competition, the Participant will comply with all fitness equipment uses, terms, and conditions.

#### 8. Waiver and Acknowledgment

(a) The Participant acknowledges and agrees that participation in the Competition is inherently dangerous and that they participate in the Competition at their own risk. The risks associated with participating in the Competition include but are not limited to the risk that:

(i) the Participant may be involved in a collision with people, animals, vehicles, and/or other objects;

(ii) the Participant may lose his/her balance;

(iii) the Participant may suffer harm from physical exertion;

(iv) the Participant may suffer from the effects of heat, cold, wind, rain, and other weather conditions;

(b) Each of these risks may result in the Participant suffering harm including but not limited to death, physical or mental injury, property damage, and economic loss. There may be other risks

to which the Participant may be exposed, including injury caused to other parties or damage caused to the property of other parties.

(c) It is the Participant's responsibility to ensure that they abide by all road and safety rules, including wearing appropriate clothing and safety equipment, such as brightly colored vests and lighting, as may be required by the state or territory laws in the jurisdiction in which they are participating.

#### 9. Release, Indemnity and Limitation of Liability

(a) The Participant releases OneSight from all claims (including those arising out of negligence), loss, damage, liability, cost, and expense arising out of the Participant's participation in the Competition and the Participant indemnifies OneSight against any claim (including but not limited to those arising in negligence), loss, damage, liability, cost, and expense that may be incurred or sustained by OneSight in connection with any act, matter or thing done permitted or omitted to be done by the Participant or which was in any way connected with the Participant's involvement in the Competition.

(b) Except for any liability that cannot be excluded under the Consumer Guarantees (as defined below) or other applicable law, OneSight excludes all liability (including negligence), for any personal injury, or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the Competition, including, but not limited to, where arising out of the following:

- (i) any technical difficulties or equipment malfunction (whether or not under the OneSight's control);
- (ii) any theft, unauthorized access or third party interference;
- (iii) any entry or Prize claim that is late, lost, altered, damaged, or misdirected (whether or not after their receipt by OneSight) due to any reason beyond the reasonable control of OneSight;
- (iv) any variation in Prize value to that stated in these Terms and Conditions;
- (v) any tax liability incurred by any individual or team Participant;
- (vi) any Prize(s);
- (vii) or participation in or use of a Prize.

(c) Except as expressly included in these terms and conditions, all implied terms, conditions, warranties, rights or other additional obligations that can be lawfully excluded are excluded from these terms and conditions.

(d) Any cost associated with entering the Competition online or otherwise accessing any website operated by OneSight is the individual's responsibility and is dependent on the Internet service provider used.

(e) OneSight is not responsible for any incorrect or inaccurate information either caused by programming associated with or utilized in the Competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this Competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line, mobile or satellite network failure, theft or destruction or unauthorized access to or alteration of entries.

(f) If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of OneSight, including but not limited to technical difficulties, unauthorized intervention or fraud, the OneSight reserves the right, in its sole discretion, to the fullest extent permitted by law:

- (i) to disqualify any Participant; or
- (ii) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Competition, as appropriate.

#### 10. Privacy

(a) OneSight collects personal information about Participants to include those Participants in the Competition and in certain circumstances, to award prizes to those Participants. If the personal information requested is not provided, the Participant cannot participate in the Competition. By participating in the Competition, each Participant consents to the OneSight using and disclosing their personal information to OneSight's agencies and other third parties engaged to provide services in connection with the Competition for use for contacting the Participant in relation to the Competition and the purposes set out in the privacy policy of OneSight which is available at <https://onesight.org/policy/>.

(b) The Participant grants this consent until such a time as they withdraw their consent by giving notice to OneSight. The Participant can also gain access to, update or correct any personal information held by OneSight by contacting OneSight at <https://onesight.org/contact-us/>

(c) By entering the Competition, the Participant agrees that:

- (i) they may be contacted by OneSight (or an agent of OneSight) to provide comments about the Competition and OneSight (or an agent of OneSight) may take photos or recordings of them;
- (ii) OneSight may use any comments obtained from them, their name, and/or likeness and any photos or recordings of them ("the Materials") for OneSight promotional and marketing purposes without further reference or compensation to them;
- (iii) OneSight may duplicate, alter, adapt and utilize the Materials as OneSight wishes at anytime, anywhere and by any means (including communicating them to the public in any media). OneSight may license, authorize or otherwise transfer the rights in the Materials to others to do the same;
- (iv) they grant to OneSight on creation of the Materials a worldwide, perpetual, royalty-free, exclusive and irrevocable license to use the Materials for whatever purpose it determines;

#### 11. Publicity

(a) Participants consent to OneSight using the Participant's name, likeness, image and/or voice in the Competition they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without further notice or remuneration for the purpose of promoting the Competition (including any outcome).