



OPTICAL REWARDS

RULES & REGULATIONS

OPTICAL REWARDS PROGRAM (OR THE "PROGRAM") RULES AND REGULATIONS

1. YOUR ABILITY TO EARN POINTS AND REDEEM THEM WILL BE BASED ON THE STATUS OF YOUR ACCOUNT. IF YOUR ACCOUNT IS IN DEFAULT, WE RESERVE THE RIGHT TO PROHIBIT YOU FROM EARNING OR REDEEMING POINTS AND TO CAUSE YOU TO FORFEIT ANY POINTS IN YOUR REWARDS ACCOUNT. IF YOUR ACCOUNT IS CLOSED FOR ANY REASON, YOUR MEMBERSHIP IN THE PROGRAM WILL BE TERMINATED AND THE TOTAL BALANCE OF YOUR ACCUMULATED REWARD EARNINGS WILL BE FORFEITED. ADDITIONALLY, ANY FRAUD OR ABUSE RELATED TO THE ACCRUAL OR REDEMPTION OF POINTS WILL RESULT IN FORFEITURE OF ACCRUED POINTS AS WELL AS CANCELLATION OF MEMBERSHIP IN THE PROGRAM. IF YOUR POINTS ARE FORFEITED FOR ANY REASON, WE WILL NOT REINSTATE POINTS TO YOUR ACCOUNT.
2. MEMBERSHIP IN THE PROGRAM WILL BE RENEWED AUTOMATICALLY EACH YEAR, SO LONG AS YOUR ACCOUNT IS OPEN AND NOT IN DEFAULT.
3. YOU WILL EARN 1 POINT FOR EACH \$1.00 OF NET PURCHASES. ("NET PURCHASES" MEANS PURCHASES OF UN CUT OR FINISHED JOBS FROM DIGITAL EYE LAB AND SPECTACLE LENS SUPPLY DURING THE TIME THE REWARDS PROGRAM RUNS. POINT ACCRUAL WILL BEGIN ON JUNE 29, 2009. YOU WILL NOT EARN POINTS ON PURCHASES BEFORE THIS DATE. POINTS WILL BE DEDUCTED FOR ANY RETURNS OR CREDITS MADE ON YOUR ACCOUNT. POINTS WILL APPEAR ON A MONTHLY STATEMENT. FROM TIME TO TIME THERE MAY BE PROMOTIONAL OFFERS FOR THE PROGRAM, WHICH PROVIDE THE OPPORTUNITY TO EARN ADDITIONAL POINTS AS DEFINED BY THE TERMS OF THE PROMOTION.
4. POINTS EARNED ARE NOT TRANSFERABLE, EXCEPT TO PARTNERS, HAVE NO CASH VALUE AND CANNOT BE USED AS PAYMENT OF OBLIGATION TO US. IF THERE IS ANY ABUSE OF THE PROGRAM, FAILURE TO FOLLOW PROGRAM TERMS OR ANY MISREPRESENTATION BY YOU, ALL UNREDEEMED POINTS SHALL BE FORFEITED AND NO ADDITIONAL POINTS SHALL ACCUMULATE. MAXIMUM POINT ACCUMULATION ON PURCHASES IS 100,000 POINTS ANNUALLY.
5. POINTS WILL BE AWARDED AND WILL BE REDEEMED FOR REWARDS ON A FIRST-EARNED, FIRST-REDEEMED BASIS. POINTS EARNED DURING THE MONTH ARE NOT AVAILABLE FOR REDEMPTION UNTIL THEY ARE POSTED ON YOUR MONTHLY BILLING STATEMENT. YOU CAN REDEEM POINTS EARNED FOR ITEMS ONCE YOU HAVE EARNED AT LEAST 5,000 POINTS.
6. ALLOW 4-8 WEEKS FOR DELIVERY OF THE REWARD EARNED. IN CERTAIN CIRCUMSTANCES THE DELIVERY TIME MAY BE LONGER. EXPEDITED DELIVERY MAY BE AVAILABLE UPON REQUEST FOR AN ADDITIONAL CHARGE. COUNTRY OF ITEM'S ORIGIN MAY CHANGE. SOME REWARDS CANNOT BE SHIPPED TO P.O. BOXES OR FOREIGN ADDRESSES.
7. REDEEMED REWARDS ARE NOT REFUNDABLE; REPLACEABLE; OR TRANSFERABLE FOR CASH, CREDIT OR OTHER REWARDS UNDER ANY CIRCUMSTANCES. NEITHER WE NOR PARTICIPATING MERCHANTS ARE RESPONSIBLE FOR REPLACING LOST, STOLEN OR MUTILATED GIFT REDEMPTION FORMS. REDEEMED REWARDS EARNED IN THE PROGRAM MAY NOT BE RE-SOLD OR EXCHANGED FOR OTHER GOODS OR SERVICES EXCEPT AS STATED ON THE REWARD. ALL REWARDS ARE SUBJECT TO AVAILABILITY. CERTAIN REWARDS ARE AVAILABLE ONLY DURING THE TIME PERIODS DESCRIBED IN THE PROGRAM COMMUNICATIONS. MERCHANTS PARTICIPATING IN THE PROGRAM ARE SUBJECT TO CHANGE. SOME REWARDS HAVE LIMITED AVAILABILITY. WE MAY SUBSTITUTE REWARDS OF EQUAL OR GREATER VALUE AS NECESSARY AT OUR DISCRETION.
8. YOU ARE RESPONSIBLE FOR ANY PERSONAL TAX LIABILITY RELATED TO PARTICIPATING IN THE PROGRAM.
9. WE RESERVE THE RIGHT TO APPROVE, DENY OR REVOKE MEMBERSHIP IN THE PROGRAM TO ANY INDIVIDUAL FOR ANY REASON WHATSOEVER.
10. THE PROGRAM AND BENEFITS ARE OFFERED AT OUR SOLE DISCRETION. WE RESERVE THE RIGHT TO ALTER OR WAIVE ANY PROGRAM FEATURE OR BENEFIT PROSPECTIVELY OR RETROACTIVELY, INCLUDING, WITHOUT LIMITATION, PARTICIPATION FEES, POINT ACCRUAL OR REDEMPTION CRITERIA, OR TO CANCEL OR TEMPORARILY SUSPEND THE PROGRAM AT ANY TIME.
11. INDIVIDUAL MERCHANTS AND GIFT PROVIDERS ARE RESPONSIBLE FOR THE QUALITY AND PERFORMANCE OF ANY GOODS EACH SUPPLIES AS A BENEFIT TO THIS PROGRAM. ANY RULES OF THE MERCHANTS RELATING TO RETURNS AND EXCHANGES APPLY. WE ARE NOT AFFILIATED AND ARE NOT RESPONSIBLE FOR GOODS OR SERVICES OFFERED THROUGH THE PROGRAM. ANY DISPUTES CONCERNING REWARDS WILL NOT AFFECT YOUR PAYMENT OBLIGATION TO US ON YOUR ACCOUNT. WE ARE NOT RESPONSIBLE FOR ANY DISPUTES AMONG JOINT PRACTICE OWNERS OR AUTHORIZED USERS RELATING TO THE PROGRAM. QUESTIONS REGARDING THE PROGRAM SHOULD BE DIRECTED TO YOUR ODG REPRESENTATIVE.
12. THE PROGRAM IS VOID WHERE PROHIBITED BY FEDERAL, STATE, OR LOCAL LAW. THESE RULES AND REGULATIONS ARE IN ADDITION TO, AND SUPPLEMENT, THE REDEMPTION RULES AND REGULATIONS THAT GOVERN THE REDEMPTION OF POINTS; WE HAVE NO OTHER OBLIGATION WITH RESPECT TO THE PROGRAM BEYOND THOSE DESCRIBED IN THESE AND THE REDEMPTION RULES AND REGULATIONS.