## PERSOL SWEEPSTAKES OFFICIAL RULES

# NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL RULES APPLY. VOID WHERE PROHIBITED.

## 1. ELIGIBILITY

The Persol Sweepstakes (the "Sweepstakes") is open to individuals who meet the following eligibility criteria at the time of entry:

- Are at least sixteen (16) years or older; and
- A legal resident of the fifty (50) United States or the District of Columbia.

Employees of Luxottica of America Inc., and its respective parents, subsidiaries, affiliates, as well as the immediate family (spouse, parents, siblings, children) and household members of each such employee are not eligible.

## 2. SPONSOR

The Sweepstakes is sponsored by Luxottica of America Inc. (the "Sponsor"), located at 4000 Luxottica Place, Mason, Ohio 45040.

## 3. AGREEMENT TO OFFICIAL RULES

By participating in the Sweepstakes, entrants acknowledge they have read and understood Official Sweepstakes Rules. Participation also constitutes the entrant's full and unconditional agreement to and acceptance of the Official Sweepstakes Rules and the decisions of the Sponsor, which are final and binding. The Sweepstakes is governed by U.S. law and subject to applicable federal, state, and local laws and regulations.

#### 4. SWEEPSTAKES PERIOD

The Sweepstakes begins on June 5, 2023, at 9 a.m. Central Standard Time (CST) and ends on June 18, 2023, at 2 a.m. CST (the "Sweepstakes Period").

Entries submitted before or after the Sweepstakes Period will be disqualified.

## 5. HOW TO ENTER

Limit one (1) entry per person, per email address, for the duration of the Sweepstakes Period.

New to Persol experience?

• To enter, complete the entry form located at <a href="http://ms.spr.ly/6007gkwES">http://ms.spr.ly/6007gkwES</a> and agree to Join the Persol community by subscribing to the newsletter.

Already subscribed to the Persol community?

• Complete the registration form using the <u>same e-mail address</u> used when initially subscribed.

Failure to complete the entire entry form or adhere to the rules or specifications may be result in disqualification. Disqualification is determined at the sole discretion of the Sponsor. No automated entry devices and/or programs are permitted. Sponsor is not responsible for technical or human errors that result in inability to access the website or result in the entry being lost, late, misdirected, damage or altered. Proof of submission will not be deemed proof of receipt by the Sponsor.

Multiple entries submitted (e.g. registering by using multiple/different identities) or completed by anyone other than the Entrant are void. In case of dispute as to the identity of any Entrant, entry will be declared made by the registered name and address on such entry.

Sponsor reserves the right, at any time, to verify the validity of Entries, including the Entrant's identity, age, place of residence, and the validity of Entrant's subscription to the *Persol community* and to disqualify participants who violate these Official Rules or interfere with this Sweepstakes in any manner. If a participant is disqualified, Sponsor reserves the right to terminate that participant's eligibility to participate in the Sweepstakes.

## 6. DRAWING & PRIZE

On or about June 26, 2023, Sponsor will select potential winner and runners-up in a random drawing from eligible entries received by Sponsor.

The odds of winning depend on the number of eligible entries.

One (1) winner will be selected to receive a pair of **Persol Steve McQueen folding eyewear (approximate value \$587).** Additionally, twenty (20) runners up will be selected, from which a substitute winner will be selected in the event the initial winner is unable to claim their prize.

\*) Model code: OPO0714SM-- 1191AM; Description: Persol Steve McQueen folding eyewear, iconic aviator ivory frame in acetate matched with gold plated lenses and gold internal engraving. Ad-hoc packaging inspiredby Steve McQueen'sracing jacket in the 24 Hours of Le Mans movie (1971).; Total approximate retail value ("ARV") of all Prizes to be awarded is \$587.

Winner will be notified by email within approximately five (5) business days from the date selected ("Notification"). Winners must respond within three (3) business days of initial Notification and provide a valid U.S. address, phone number, their ID Document and complete the instructions included in the Notification. Failure to complete within the required timeframe or included the required information may result in disqualification and the prize being offered to a runner-up.

The prize will be delivered within 60 days from winners' confirmation of eligibility by the delivery method selected solely by Sponsor.

Sponsor makes no warranties regarding the prizes. Prize is not transferable. No substitutions or cash redemption is allowed by the winner, but Sponsor reserves the right to substitute a prize of equal or greater value due to prize unavailability.

The Sponsor is not responsible for any taxes, customs charges or other costs required for or related to receiving a prize. Sponsor will further not compensate any prize that cannot be redeemed or received by a winner due to customs or other local regulations or that is damaged, delayed or lost by postal, courier or other mail service. Sponsor does not bear liability for any loss caused by incorrect or inaccurate contact details and no compensation will be provided for any prizes that are not able to be awarded to a prize winner.

Sponsor offers no tax advice. Prize winners are responsible for applicable federal, state, and local tax obligations.

## 7. INDEMNITY; PUBLICITY

Sponsor accepts no liability for entrants' failure to receive or respond to Notification, inaccurate contact information, the prize being lost, stolen, delayed, or damaged during delivery, or any third-party acts.

BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANT AGREES THAT SPONSOR AND ITS PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, ADVERTISING, PUBLIC RELATIONS, PROMOTIONAL, FULFILLMENT AND MARKETING AGENCIES, WEBSITE PROVIDERS, WEB MASTERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF ANY PRIZE, ENTRY, OR PARTICIPATION IN THIS SWEEPSTAKES OR IN ANY SWEEPSTAKES RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM. BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANT AGREES, TO THE EXTENT ALLOWED BY APPLICABLE LAW, THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE.

EXCEPT WHERE PROHIBITED BY LAW, PARTICIPATION IN THE SWEEPSTAKES AND ACCEPTANCE OF A PRIZE CONSTITUTES WINNER'S GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR), AND THE RELEASED PARTIES THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLD WIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE WORLD WIDE WEB, AT ANY TIME OR TIMES, THE WINNER'S ENTRY, NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, OPINION AND BIOGRAPHICAL INFORMATION (INCLUDING BUT NOT LIMITED TO HOMETOWN AND STATE) FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING BUT NOT LIMITED TO THE ANNOUNCEMENT OF WINNER'S NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE WEBSITE AND ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

#### 8. DISPUTES.

Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Southern District of Ohio or the appropriate State Court located in Ohio; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs

associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) to the extent allowed by applicable law, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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 the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to any choice of law or conflict of law rules (whether of the State of Ohio or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Ohio.

#### 9. PRIVACY:

Information collected from entrants is subject to the Sponsor's Privacy Policy, which can be found at https: <u>https://www.persol.com/usa/privacy-policy</u>

#### **10. MISCELLANEOUS PROVISIONS:**

In the event one or more of the provisions of the Official Sweepstakes Rules are held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected. In the event of any discrepancy or inconsistency between these Official Rules and disclosures or other statements contained in any Sweepstakes-related materials, these Official Rules shall prevail, govern and control.