**VSP OVER-THE-COUNTER HEARING AID GIVEAWAY SWEEPSTAKES**

**OFFICIAL RULES**

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

Only individuals who are Vision Service Plan Members (“VSP Members”) are eligible to participate in the VSP Over-the-Counter Hearing Aid Giveaway Sweepstakes (“Sweepstakes”). To enter, individuals must complete the online entry form associated with the Sweepstakes. The winner (“Winner,”) will be randomly drawn from all entries received between 12:00 a.m. MT on February 6, 2023 and 11:59 p.m. MT on March 31, 2023. The Winner will receive a prize consisting of one pair of Sony® CRE-E10 over-the-counter hearing aids (“Prize”). By entering the Sweepstakes, entrants accept and agree to be bound by these Official Rules and the decisions of TruHearing, which shall be final and binding in all respects. Winning the Prize is contingent upon fulfilling all requirements set forth herein.

INTERNET ACCESS AND A VALID E-MAIL ADDRESS ARE REQUIRED TO ENTER THE SWEEPSTAKES.

# **Sponsor**: The Sweepstakes is sponsored by TruHearing, Inc. (“TruHearing”), located at 12936 S. Frontrunner Blvd., Suite 100, Draper, Utah 84020, www.truhearing.com. TruHearing is solely responsible for all aspects of this Sweepstakes, including its administration and fulfillment. Entrants shall not use the trademarks of TruHearing or falsely associate themselves with TruHearing before, during, or after the Sweepstakes Period.

# **Eligibility**: Except as regulated or restricted by applicable law, the Sweepstakes is open only to VSP Members who are legal residents of, and physically located within, the fifty (50) United States or the District of Columbia, and who are of the age of majority in their state of residence or older at time of entry. Employees, officers, shareholders, and directors of TruHearing and their family members (parents, children, siblings or their respective spouses) or persons living in the same household, whether related or not, are not eligible to enter or win. Other eligibility requirements and conditions of participation are set forth in these Official Rules for the Sweepstakes. All federal, state, municipal, and local laws and regulations apply. **Void in all jurisdictions outside the United States and where prohibited or restricted by law**.

# **Sweepstakes Period**: The Sweepstakes will commence at 12:00 a.m. Mountain Time (“MT”) on February 6, 2023 and end at 11:59 p.m. MT on March 31, 2023 (“Sweepstakes Period”). TruHearing’s computer is the official time-keeping device for this Sweepstakes. Entries must be submitted during the Sweepstakes Period in order to be eligible for the Sweepstakes. Any entry received prior to or after the Sweepstakes Period will be void.

# **Entry**: During the Sweepstakes Period, an individual may become an entrant (“Entrant”) in the Sweepstakes by completing the online entry form found at <https://www.truhearing.com/vsp-giveaway> (“Entry”).

There is no charge to enter. Each Entrant who successfully submits a complete Entry during the Sweepstakes Period will receive one (1) entry into the Drawing (as defined below). Internet/wireless access and usage charges imposed by Entrant’s online/wireless service may apply. If it is discovered that an Entrant has registered or attempted to register more than one (1) time during the Sweepstakes Period, including, but not limited to, by using multiple e-mail addresses and/or multiple identities, all such Entries will be declared null and void.

# **Entry Limit**: All Entries must be received during the Sweepstakes Period. Limit of one (1) Entry per person/Authorized Account Holder during the Sweepstakes Period. Any attempted Entries from the same person/ Authorized Account Holder will be void and automatically eliminated from the drawing. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute, the Authorized Account Holder of the e-mail address used to enter will be deemed to be the Entrant. “Authorized Account Holder” is defined as the natural person who is assigned to the e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) responsible for assigning e-mail addresses for the domain associated with the submitted Entry. Proof of being the Authorized Account Holder may be required.

# **Prize and Approximate Retail Value (“ARV”)**: One (1) Prize will be awarded. The Prize consists of one pair of Sony CRE-E10 over-the-counter hearing aids. The ARV of the Prize is $999.00.

# **Prize Conditions**: To receive his or her Prize, the Winner must provide his or her contact information when contacted by TruHearing and coordinate with TruHearing receive the Prize. The Prize is not redeemable for cash. The Winner shall be solely responsible for any taxes that may be due in connection with his or her receipt of the Prize. The Winner may waive his or her right to receive the Prize. The Winner must abide by all of the Prize’s terms and conditions. The Prize is non-transferrable.

# **Winner Selection**: The Winner will be randomly selected on or about April 6, 2023 from among all eligible Entrants who submitted Entries during the Sweepstakes Period (the “Drawing”). The Drawing will be conducted by TruHearing at its offices in Draper, Utah.

# **Odds of Winning**: The odds of winning the Prize depend upon the total number of eligible Entries received during the Sweepstakes Period.

# **Winner Notification and Delivery**: The Entrant initially selected as the potential Winner will be notified by TruHearing within seven (7) business days following the Drawing. The potential Winner will be notified by email and/or phone. To claim the Prize, the potential Winner must: (a) accept the Prize within ten (10) days of transmission of the Prize notification (“Acceptance Period”); and (b) coordinate with TruHearing to receive the Prize. TruHearing is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify the potential Winner. The Winner may not substitute the Prize or redeem the Prize for cash. All necessary taxes and duties on the Prize are the sole responsibility of the Winner.

**A. Disqualification, Forfeiture and Selection of Alternate Winner**: At the sole discretion of TruHearing, disqualification, forfeiture and the selection of an alternate Winner may result from any of the following: (1) the potential Winner’s failure to accept the Prize within the Acceptance Period; (2) the Prize or Prize notification being returned as undeliverable; (3) TruHearing being unable to contact the potential Winner within a reasonable time period; (4) the potential Winner’s failure to provide TruHearing with satisfactory proof of age, identity and residency; or (5) the potential Winner’s failure to comply with any other terms, conditions and restrictions of these Official Rules. In the event of any Prize forfeiture, there will be up to three (3) alternate drawings from among all eligible Entries, after which the Prize will not be awarded.

**B. Prize Fulfillment**: TruHearing shall be solely responsible for fulfillment of the Prize. The Prize will be provided to the Winner by mail.

# **Limitations**: Neither TruHearing nor any of its officers, directors, shareholders, employees, agents, or representatives and their respective designees and assigns (individually and collectively, “Releasees”) are responsible for Entries from persons residing or physically located outside the United States or the District of Columbia, or Entries that are altered, delayed, deleted, destroyed, forged, fraudulent, illegible, improperly accessed, inaccurate, incomplete, interrupted, irregular in any way, late, lost, misdirected, multiple, non-delivered, stolen, tampered with, unauthorized, unintelligible, or otherwise not in compliance with these Official Rules; or for lost, interrupted or unavailable network, server or other connections; miscommunications; failed computer hardware or software or telephone transmissions; technical failures; unauthorized human intervention; traffic congestion; garbled or jumbled transmissions; undeliverable emails resulting from any form of active or passive email filtering; insufficient space in Entrant’s email account to receive email; or other errors of any kind, whether due to electronic, human, mechanical, printing, production or technical errors or other causes; even if caused by the negligence of any of the Releasees. TruHearing reserves the right to cancel, terminate or modify the Sweepstakes without notice if it is not capable of completion as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, force majeure, technical failures of any sort, or any other reason that it believes, in its sole discretion, would corrupt the integrity, administration, or fairness of the Sweepstakes. In the event the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problems, or any condition caused by events beyond the reasonable control of TruHearing that may cause the Sweepstakes to be disrupted or corrupted, TruHearing may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) award the Prize from among the non-suspect, eligible entries received up to the time of the impairment. Persons who do not complete an Entry during the Sweepstakes Period are not eligible. TruHearing’s failure to enforce any provision of these Official Rules shall not constitute the waiver of such provision.

# **General Conditions and Disclaimers**: By entering this Sweepstakes, you agree, represent, and warrant that: (a) you will be bound by these Official Rules and TruHearing decisions, which shall be final and binding in all respects; (b) you release and hold harmless Releasees from any liability whatsoever, and waive any and all causes of action, for any claims, costs, injuries, losses and damages of any kind arising out of or in connection with the Sweepstakes or acceptance, possession, or use of any Prize (including, without limitation, attorneys’ fees, claims, costs, personal injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory, including, but not limited to: (i) telephone, electronic, hardware or software program, network, Internet, or computer malfunctions, failures, or difficulties of any kind; (ii) any condition caused by events beyond the control of TruHearing that may cause the Sweepstakes to be disrupted or corrupted, with the understanding that TruHearing’s sole obligation is to seek to conduct the Sweepstakes, making the Prize available to be won, in a manner determined by TruHearing, in its sole discretion, to be fair, appropriate and consistent with these Official Rules; (iii) any printing or typographical errors in any materials associated with the Sweepstakes, including, but not limited to: errors in the advertising, Official Rules, selection and announcement of the Winner and distribution of the Prize; (iv) Entries that are altered, delayed, deleted, destroyed, forged, fraudulent, illegible, improperly accessed, inaccurate, incomplete, interrupted, irregular in any way, late, lost, misdirected, multiple, non-delivered, stolen, tampered with, unauthorized, unintelligible, or otherwise not in compliance with these Official Rules; or for lost, interrupted or unavailable network, server or other connections; miscommunications; (v) errors in the administration of the Sweepstakes or the processing of Entries; (vi) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from an Entrant’s participation in the Sweepstakes or acceptance, receipt, use, or misuse of the Prize; (vii) any claims based on publicity rights, copyright/trademark infringement, intellectual property rights, defamation or invasion of privacy and merchandise delivery; (viii) unauthorized human intervention; (ix) undeliverable emails resulting from any form of active or passive email filtering or insufficient space in an Entrant’s email account to receive email; or (x) any other errors of any kind, whether due to electronic, human, mechanical, printing, production or technical errors or other causes; in each case, even if caused by the negligence of any of the Releasees; (c) the Releasees do not make any representation, warranty or guarantee, express or implied, relating to the Prize; (d) the Releasees are not responsible for any inability of the Winner to accept or use the Prize (or any portion thereof) for any reason; and (e) the Releasees are not responsible for any failure of delivery of Winner notification.

# **Release and Indemnification**: BY ENTERING THE SWEEPSTAKES, ENTRANTS RELEASE AND HOLD THE RELEASEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, RIGHTS, CLAIMS, AND ACTIONS OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE SWEEPSTAKES OR PARTICIPATION IN ANY SWEEPSTAKES-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ACCESS TO ANY MATERIALS, OR RESULTING DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE SWEEPSTAKES, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY.

# **Disclosure by Winner**: The Winner acknowledges and agrees that he or she is not required to make any statements about, or provide any opinions regarding, the Prize, and any such statements and opinions made by the Winner are at his or her sole discretion. If the Winner is employed by, works for, or provides content to, any means of mass communication, such as newspapers, magazines, radio, television or the Internet, (collectively, the “Media”), then such Winner will not speak about or refer to the Prize, directly or indirectly, in such capacity through the Media, without disclosing that he or she won the Prize in connection with the Sweepstakes.

# **Miscellaneous**:

**A. Privacy**: Information submitted in connection with the Sweepstakes will be treated in accordance with these Official Rules. Entrants agree that TruHearing may contact them by email to make them aware of information pertinent to the Sweepstakes and to distribute information regarding products, special events, promotional offers, or purchase incentives. Entrants may choose to opt-out of future email notifications by clicking the link in the email and following the opt-out instructions.

**B. Applicable Law/Venue**: The Sweepstakes, and any disputes that may arise hereunder, shall be governed in all respects by the laws of the state of Utah without regard to the conflicts of laws principles of any jurisdiction. Entrants specifically agree 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 forms of class action, and exclusively by the United States District Court for the District of Utah or the appropriate Utah State Court located in Salt Lake County, Utah; (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 attorney’s fees; and (3) under no circumstances will an Entrant be permitted to obtain awards for, and each Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages multiplied or otherwise increased.

**C.** **Rights**: TruHearing reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the Entry process, the operation of the Sweepstakes, to be acting in violation of these Official Rules or any applicable laws relating to the Sweepstakes, or in an unsportsmanlike or disruptive manner, and to resolve all disputes in its sole discretion. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, TruHearing reserves the right to seek damages from any such person to the fullest extent permitted by law.

**D.** **Winner List**: For the name of the Winner, mail a self-addressed stamped envelope within 180 days after the expiration of the Sweepstakes Period to: TruHearing, c/o VSP Over-the-Counter Hearing Aid Giveaway Sweepstakes, Attn: Legal Department, 12936 S. Frontrunner Blvd., Suite 100, Draper, Utah 84020.

**E.** **Disclaimer**: Entrant agrees to release and hold harmless his or her email provider from any and all liability associated with this promotion. TruHearing® is a registered trademark of TruHearing, Inc. All company, product and service names used in this website are for identification purposes only. All other trademarks cited herein are the property of their respective owners.