



# Best Practices<sup>SM</sup> Terms and Conditions

## NO PURCHASE OR ENTRY FEE REQUIRED TO PARTICIPATE.

**1. Timing.** The Best Practices Recognition Program (the “Program”), is an initiative of CooperVision, Inc. (“CooperVision”), begins at 12:00:01 a.m. Eastern Time (“ET”) on September 8, 2022, and ends at 11:59:59 p.m. ET on November 8, 2022 (the “Submission Phase”) and consists of 3 phases – the Submission Phase, Final Selection Phase and Announcement Time. CooperVision’s computer is the official timekeeping device for this Program. By accessing the Microsite (defined below) or submitting all or part of the Application, you are agreeing to these terms and conditions.

PHASE	START TIME	END TIME
Submission Phase	September 8, 2022 @ 12:00:01 a.m. (ET)	November 8, 2022 @ 11:59:59 p.m. (ET)
Final Selection Phase	November 9, 2022 @ 12:00:01 a.m. (ET)	January 9, 2023 @ 11:59:59 p.m. (ET)
Announcement Time	March 2023	

**2. Overview.** This is a recognition program designed to highlight some of the best practices used in eye care. Optometry and ophthalmological practices may participate by completing and submitting an online application (the “Application”) during the Submission Phase. In its Application, each applicant must share a practice profile and story about why the applicable Eligible Optometry and/or Ophthalmological Practice is deserving of being named a Best Practice (each, a “Best Practice”). Through the profiles and stories, an applicant will share their insights and experiences concerning Innovation, Patient Experience or Business Culture. All Applications will be initially screened to ensure they meet eligibility criteria and are Valid Applications (as described in Section 5). Valid Applications will be reviewed by the Selection Committee (defined below) using the criteria set forth in Section 6 below to select the 2023 Best Practices. Best Practices will be announced commencing at the Announcement Time and recognized for their efforts in being named a Best Practice. For purposes of these terms and conditions, “State” means one of the fifty states comprising the United States and “D.C.” means the District of Columbia.

**3. Eligibility:** The Best Practices Recognition Program is open only to individual Eligible Practices (defined below). An Eligible Practice may submit an application by way of an optometrist, ophthalmologist, optician, administrator, contact lens technician, optometric technician, practice manager, office manager, optical manager, receptionist, or other individual who is authorized by the Eligible Practice to submit an application (each, an “Applicant”). Each Applicant must be a legal resident of a United States state or the District of Columbia and at least 21 years of age at the time of Application.

An “Eligible Practice” is defined as an optometry or ophthalmological practice in good standing with a physical location within a United States state or the District of Columbia that provides contact lens fittings and follow-up care and may offer one or more of the following services: Primary Care Eye Examinations, Disease Diagnosis and treatment, Vision Therapy, Low Vision Rehabilitation, Surgical Procedures, Ocular Plastic Surgery, Spectacles Fittings and follow-up Care, Pre- and/ or Post-Surgical Care, Occupational Vision Consulting. If a practice is part of a group (such as a retail group or managed care group), only individual locations of that group can be an Eligible Practice; provided that each location of a group may participate.

Employees and directors, together with members of their immediate families (parent, child, sibling and spouse of each regardless of where they reside) and those living in their same households (whether or not related), of CooperVision and its subsidiaries and affiliates and any person supporting the Program, including the Administrator and Program Entities and their parent, subsidiary and equity affiliates, and any advertising and promotion agencies of any of the foregoing entities are ineligible to submit an Application. Any practice that has an optometrist, ophthalmologist, optician, administrator, contact lens technician, optometric technician, practice manager, office manager, optical manager, receptionist, or other individual serving as (or has served as) a consultant or researcher for CooperVision within six (6) months of the last day



of the Final Selection phase shall be disqualified from being selected as a Best Practice. Any practice that has been selected as a Best Practice is not eligible to participate in the Program and is not eligible for selection. Void outside the U.S., in Puerto Rico, and wherever else prohibited by law.

By accessing the Microsite (defined below) or submitting an Application (whether or not complete or valid), an Eligible Practice, its Applicant, directors, officers and employees agree to these full terms and conditions that will govern all aspects of your relationship with the Program, the Microsite and CooperVision, Administrator, Program Entities and agents. These terms and conditions cannot be modified or superseded except by CooperVision, in its sole discretion, as posted on the Microsite.

**4. How to Apply.** To apply online via a written application, authorized Applicants should go to [www.EyeCareBestPractices.com](http://www.EyeCareBestPractices.com) (the "Microsite") and follow instructions to (a) complete the registration form and user profile providing all information requested, including the full name and email address of the Applicant submitting the Application, the name of the practice, year established, complete address of the Eligible Practice, including city, State, and zip code, phone number, practice type, year established, lead doctor name and e-mail address, total number of doctors in practice, services offered, website address, and applicable social media handles (collectively, the "Practice Information"); (b) submit an essay of no more than 1,000 words per question in English that best represents why you feel you have a best practice (the "Written Application"); and (c) agree to these terms and conditions.

CooperVision reserves the right in its sole discretion to accept or reject Applications that do not comply with these terms and conditions, including the Application format and length limitations. Each potential Best Practice may be required to submit to a confidential background check to confirm eligibility and help ensure that the use of any such Applicant and/or Eligible Practice in advertising or publicity for the Program will not bring CooperVision into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Program as determined by CooperVision in its sole discretion. CooperVision reserves the right to disqualify a potential Best Practice on the basis of the findings resulting from such background check.

**5. Confirmation of Application:** Once you click the "Submit" button, you will see a page that confirms that your Application has been received and submitted into a review process. Please note that at this point your Application is not yet considered a Valid Application, as defined below, in the Program. If you receive a message that the Application is incomplete, you will have the opportunity to correct the Application or provide required information.

All Applications that are submitted during the Submission Phase will be reviewed and only those that conform to the Program Terms and Conditions ("Valid Application"), as determined by CooperVision, in its sole discretion, will continue to the Final Selection Phase.

Once an Application is submitted it is considered final and may not be modified or edited.

Limit: One (1) Application per Eligible Practice for the duration of the Program. CooperVision is not responsible for lost, late, illegible or incomplete Applications or Applications not received for any reason. Applications become the sole property of CooperVision, and none will be acknowledged or returned.

**6. Final Selection Phase:** Valid Applications will be reviewed by a Selection Committee comprised of vision care professionals (the "Selection Committee") appointed by CooperVision, who shall use, among other factors, the criteria set forth below to determine the Finalists:

- Superior patient experience**
- Innovative approach and methodology**
- Industry leadership & advancing the profession**
- Approach to team building and company culture**
- Specialty services offered**
- Optional open-ended question**

Decisions of the Selection Committee are final and binding. Subject to grounds for forfeiture as noted below, no more than twenty (20) Applicants with Valid Applications that receive the highest score based on the Selection Committee's review will be deemed a Best Practice and notified by telephone and/or email on or about January 9, 2023 – January 23, 2023. The decisions of CooperVision and/or its agents (including, without limitation, the Selection Committee) are final on all matters relating to the Program. In the event of a tie in determining a Best Practice, the tied Valid Applications will be reviewed and scored by a separate Selection Committee to be determined by CooperVision using the criteria outlined above to determine the Best Practice.

**7. Recognition:** Each Best Practice will be provided with an icon/badge/promotional assets. Each practice will receive photographs of their practice and staff during an onsite congratulatory session. Each Best Practice will be acknowledged and recognized in the press and through events, publications, and an online profile on the [CooperVision.com](https://www.cooper-vision.com) Best Practices homepage. Best Practices will also have the opportunity participate in CooperVision speaking engagements and engage in enhanced training and educational opportunities at CooperVision facilities or other locations. Best Practices will be required to attend the CooperVision Best Practices Summit in the Spring of 2023.

Each Best Practice shall be subject to the terms of a consulting agreement between the Applicant and CooperVision. Additionally, CooperVision may be required to report any payments or other transfers of value in accordance with the U.S. Physician Payments Sunshine Act.

**8. Conditions of Participation:** Nothing in these Rules shall obligate CooperVision to publish or otherwise use any Application (including any Valid Application) submitted in connection with this Program. All federal, State and local laws and regulations apply. Applicants agree to be bound by the terms of these terms and conditions and by the decisions of CooperVision, which are final and binding on all matters pertaining to this Program. By submitting an Application, Applicant warrants, represents and agrees that: (a) all information provided by Applicant in the Application is true, accurate, current, and complete information; (b) the content of Applicant's Application, and all portions thereof, including all information and audio and/or visual content and other materials contained therein, are original and will not constitute an invasion of privacy or otherwise infringe upon, violate or interfere with the publicity rights, copyrights, contract rights or any other rights of any person or entity; (c) Applicant is authorized to submit an Application on behalf of an Eligible Practice and that the Applicant has obtained the Eligible Practice's consent to participate in the Program; and (d) neither Applicant or an Eligible Practice will provide CooperVision with any protected health information or other personal information concerning the Eligible Practice's patients.

In addition, by submitting an Application, each Applicant and/or Eligible Practice grants to CooperVision, its affiliates, licensees and authorized users, a perpetual, exclusive, fully-paid and royalty-free, sub-licensable, transferable (in whole or in part), worldwide license to use, modify, excerpt, adapt, create derivative works and/or to use, publicly perform, publicly display, reproduce, and distribute, in whole or part Applicant's and/or the Eligible Practice's name, likeness, biographical information, and any other information provided by Applicant ("Applicant Information") in connection with the Program and/or for editorial, promotional and/or advertising purposes, on and through all media formats now known or hereafter devised. Each Applicant acknowledges and agrees that (a) CooperVision's use in whole or part of such Applicant's Application and/or Applicant Information shall not require any further notice to such Applicant and such use shall be without the requirement of any permission from or payment to such Applicant or to any other person or entity; and (b) such Applicant will pay for all royalties, fees, and any other monies owing any person or entity by reason of the use of all or any part of such Applicant's Application as permitted herein.

As a condition of receiving any recognition, within ten (10) business days following the date of first attempted notification, the applicable Applicant and separately, a party legally authorized to do so on behalf of the applicable Eligible Practice, must each sign and return an Affidavit of Eligibility, a Liability Release and, where legally permissible, a Publicity Release as set forth above to the Administrator at the address provided in such notification. The foregoing documents shall require certification, among other things, of the following by the applicable Applicant: (a) the applicable Valid Application does not defame or invade the privacy of any party; (b) the applicable Valid Application does not infringe upon or otherwise violate or interfere with the rights of any third party; and (c) all materials contained in the applicable Valid Application are original and have never been published and the applicable Valid Application has never won a Best Practices award. Failure to comply with this deadline may result in forfeiture of the recognition.

The Eligible Practice and Applicant's agreement to participate and acceptance of the recognition by a person legally authorized to do so on behalf of the applicable Eligible Practice constitutes permission for CooperVision and its agencies to use the name and/or likeness of the Applicant and/or the Eligible Practice that is the subject of the applicable Valid Application, biographical information regarding the Applicant, and the materials submitted by the Applicant for advertising and promotional purposes without additional compensation, unless prohibited by law. By applying, each Applicant and/or Eligible Practice recognition recipient agrees to release, defend, indemnify and hold harmless CooperVision, its parent, subsidiaries and affiliated entities, promotional partners, and each of their respective directors, officers, employees and assigns ("Program Entities") from any and all claims, liability, injury, loss or damage, including any third party claims, arising from or relating to, in whole or in part, directly or indirectly, this Program, including application and participation in this Program and acceptance, possession, use or misuse of the recognition or any elements thereof. A false or deceptive Application or acts will render the applicable Applicant and Application ineligible. CooperVision, in its sole discretion, reserves the immediate and unrestricted right to disqualify any Applicant and/or Eligible Practice, if he, she or it commits or has committed any act, or has been involved or becomes involved in any situation or occurrence which CooperVision deems likely to subject CooperVision, Applicant and/or Eligible Practice to ridicule, scandal or contempt or which reflects unfavorably upon CooperVision in



any way. If such information is discovered by CooperVision after an Applicant and/or Eligible Practice has received notice of Best Practice status and before the recognition is awarded, CooperVision may rescind the recognition and status as a Best Practice in its entirety. If a portion of the recognition has already been awarded, CooperVision may withdraw the remainder of the recognition that has not been fulfilled. Decisions of CooperVision are final and binding in all matters related to this Program. CooperVision is not responsible for any typographical or other error in the printing of the offer, administration of the Program, or in the announcement of the Best Practices.

**9. Internet:** CooperVision is not responsible for lost or late Applications nor for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of Application materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive Application information by CooperVision or Administrator on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof. If for any reason the internet portion of the Program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Program, CooperVision reserves the right at its sole discretion, to disqualify any individual who tampers with the application process, and to cancel, terminate, modify or suspend the Program. CooperVision reserves the right to select Best Practices from eligible Valid Applications received as of the termination date. CAUTION: Any attempt to deliberately damage any web site or undermine the legitimate operation of the Program is a violation of criminal and civil laws and should such an attempt be made, CooperVision reserves the right to seek damages from any person or entity engaged in such activity to the fullest extent of the law. If there is a dispute as to the identity of an Applicant, the recognition will be awarded to the Eligible Practice that is the subject of the Application submitted by authorized account holder of the email address. The "authorized account holder" is defined as the Natural Person to whom the email address is assigned.

**10. Privacy Policy.** The use of personal contact information gathered in connection with this Program will be treated in accordance with CooperVision's Privacy Policy, which can be found at <http://coopervision.com/privacy-policy> and the California Privacy Policy, found at <https://coopervision.com/california-privacy-policy>.

**11. Governing Law:** This Program is governed by the internal laws of the State of New York without regard to principles of conflict of laws. All cases and claims pertaining to this Program must be brought in a court of competent jurisdiction in the City of Rochester, New York, without recourse to class action suits.

**12. Severability:** If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction or appointed arbitrator, such determination shall in no way affect the validity or enforceability of any other provision herein.

**13. To Request the List of Best Practices:** For name of the Best Practices, available after March 23, 2023 visit [www.EyeCareBestPractices.com](http://www.EyeCareBestPractices.com).

**14. Sponsor:** CooperVision, Inc., 209 High Point Drive, Victor, NY 14564

Void outside the US, in Puerto Rico and wherever prohibited or restricted by law.