

Contest Name: Win Free LASIK

**1. Description of Contest/Participation.** FREE LASIK PROCEDURE at Wright Vision Center (WVC)

- A. **Dates of Contest:** The Contest will begin on February 9, 2010 at 9:00 am MST and end on March 26, 2010 at 8 am MST. Wright Vision Center nor is Deadwood Mickelson Trail Marathon responsible for equipment malfunctions or any other technological difficulties that may prevent an individual from completing his/her application.

**NO PURCHASE NECESSARY.** Void where prohibited. Odds of winning depend upon the number of participants

**Eligibility:** The contest is open to any US citizen that is registered and will complete the Deadwood Mickelson Trail Marathon, between the ages of 21 and 50. Non Transferrable. No Cash Value. Must be deemed a candidate by Wright Vision Center for the LASIK procedure. Certain medical restrictions apply.

- B. **How to Enter:** Register ONLINE at [www.wrightvisioncenter.com](http://www.wrightvisioncenter.com) or <http://www.deadwoodmickelsontrailmarathon.com>.
- C. **How to Play:** Once participant has submitted an entry form via the web address listed above they are automatically registered in the drawing.

Winner must agree via a signed consent form to participate in video interview that will be used in mass media including but not limited to radio, TV, and social media. (please see section 5 Publicity for more details)

Winner must agree to wear Wright Vision Center gear during the race. The gear will be supplied by Wright Vision Center

Winner needs be present on race day and complete the race. If winner does not complete the race the full price of the LASIK procedure will be billed back to the winner.

**2. Prize(s):** The prize(s) that may be awarded to the eligible winner(s) are: A BLADELESS INTRALASE BI-LATERAL CUSTOM WAVEFRONTLASIK PRODECURE WITH ALL OF THE POST OPERATIVE EXAMS AND ANY ENHANCEMENT NEEDED FOR ONE YEAR. (Prize value: \$4400 (2200 per eye) for each LASIK procedure). Winner will have the registration fee refunded by May 1, 2010. Prizes are not transferable, redeemable for cash or exchangeable for any other prize. All prizes must be redeemed before April 23, 2010. If a winner cannot be contacted or is disqualified, Wright Vision Center reserves the right to determine an alternate winner or not to award that winner's prize, at its sole discretion.

**Prize Notification:** Three finalists will be selected and brought in to Wright Vision Center to determine candidacy. If all three are candidates the winner will be selected at random. The runners up will receive \$1000 off a bilateral LASIK procedure if they are deemed a candidate. The winner will be notified, by phone, no later than Friday March 26 before 7 PM MST. In the event we do not reach the entrant we will leave one (1) detailed voice message. Wright Vision Center must hear back from the entrant no later than 7pm MST March 29, 2010. In the event we do not, that entrant will be disqualified and an alternate may be selected from the remaining eligible entrants. Wright Vision Center is not responsible for telephone service outages, delays, busy signals, equipment malfunctions, and any other technological difficulties that may prevent an individual from being contacted and/or completing his/her telephone call.

**3. Eligibility and Limitations.** Participants and winner(s) must be U.S. residents at least 21-

50 years of age, with valid identification as stated above. Winner is responsible for their travel to and from Wright Vision Center this includes at least four appointments. Employees of Wright Vision Center, the Contest's participating sponsors and their advertising agencies, employees of other radio and members of the immediate family of any such persons are not eligible to participate and win. The term "immediate family" includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws," or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.

**4.** For all contests Wright Vision Center disclaims all liability for any delays, miss delivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. Wright Vision Center is not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Contest, and any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Contest.

**5. Publicity; Use of Personal Information.** By participating, where allowed by law, all participants and winner(s) grant Wright Vision Center exclusive permission to use their names, characters, photographs, voices, and likenesses in connection with promotion of this and other contests and waive any claims to royalty, right, or remuneration for such use. By participating in the Contest, where allowed by law, participants agree that Wright Vision Center may disclose personal information obtained from participants in the contest to third parties and use such information for marketing and other purposes.

**6. Release.** By participating in the Contest, each participant and winner waives any and all claims of liability against Wright Vision Center or Deadwood Mickelson Trail Marathon, its employees and agents, the Contest's sponsors and their respective employees and agents, for any personal injury or loss which may occur from the conduct of, or participation in, the Contest, or from the use of any prize. In order to receive a prize, participants must sign an official waiver form provided by Wright Vision Center.

**7. Taxes.** Any valuation of the prize(s) stated above is based on available information provided to Wright Vision Center, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes related to the prize(s) and paying any expenses associated with any prizes which are not specifically provided for in the official rules. Each winner must provide Wright Vision Center with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600 in prizes from Wright Vision Center will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.

**8. Conduct and Decisions.** By participating in the Contest, participants agree to be bound by the decisions of Wright Vision Center's personnel. Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. Wright Vision Center will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and Wright Vision Center's decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of Wright Vision Center, then Wright Vision Center reserves the right to terminate this Contest, or make such other decisions regarding the outcome as it deems appropriate. All decisions will be made by Wright Vision Center are final. Wright Vision Center may waive any of these rules in its sole discretion. ANY ATTEMPT BY A CONTESTANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF THIS CONTEST, TELEPHONE SYSTEMS OR WEBSITES, OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, WRIGHT VISION CENTER RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW.

**9. Miscellaneous.** Each winner must submit proof of eligibility and sign Wright Vision Center's release form to claim the prize. WRIGHT VISION CENTER may substitute prizes, amend the rules or discontinue the Contest at any time as announced on the Station(s). Wright Vision Center disclaims any responsibility to notify participants of any aspect related to the conduct of the Contest. For a copy of the rules, or where required by law, a list of winners, visit the business office of Wright Vision Center during normal business hours or mail a written request with a stamped, self-addressed return envelope to the Wright Vision Centers' address, listed above. All entries become the property of Wright Vision Center and will not be returned.

**10. Compliance with Law.** The conduct of the Contest is governed by the applicable laws of the State of South Dakota, which take precedence over any rule to the contrary herein. Applicable laws for conducting contests, including notice to the state attorney general or consumer affairs office, posting of a prize bond, furnishing lists of winners, running specific on-air disclaimers, providing specific written information about the Contest, etc. as required by local and state law.