



OFFICIAL RULES
VSP Individual Vision Plan and Morgan White Group Broker Incentive Program
Exclusive Offer for Morgan White Brokers

PURPOSE

This VSP® Individual Vision Plan and Morgan White Broker Incentive Program (“**Incentive**”) is offered to Morgan White Group, Inc (“**MWG**”) producers to encourage VSP Individual Vision Plan member enrollments. By participating in the VSP Individual Plan Morgan White Broker Incentive Program, each participant accepts and agrees to comply with and abide by these Official Rules and the decisions of Vision Service Plan, 3333 Quality Drive, Rancho Cordova, CA 95670 (“**Sponsor**”), which shall be final and binding in all respects.

ELIGIBILITY

The incentive program is open exclusively to Morgan White Brokers (“**Brokers**”) located within the 50 United States and District of Columbia that sell VSP Individual Vision Plans. Void where prohibited, taxed, or restricted by law. Employees of the United States Federal Government and officers, directors, and employees of Sponsor and each its subsidiaries, affiliates, advertising and promotion agencies and the immediate family members and/or those residing in the same household of each are ineligible to participate in the VSP Individual Plan Morgan White Broker Incentive Program.

Sponsor reserves the right to disqualify any participant if Sponsor determines that the Eligible Practice’s participation in the promotion or receipt of incentive would violate federal, state, or local law.

Incentive Timeframe

The Incentive will commence on October 1, 2018 at 12:00 a.m. Pacific Time (“PT”). The VSP Individual Vision Plan Morgan White Broker Incentive will end on December 27th, 2018, at 11:59 p.m. Pacific Time PT (“**Promotion Period**”).

How to Participate

To qualify, eligible Brokers must sell at minimum five (5) or more VSP individual policies during the promotional period. Eligible Brokers will receive the following incentives based upon the number of policies sold.

MWG Broker Incentive Breakdown

- First 5 Individual policies – agent receives \$40 Tango gift card
- First 10 Individual policies – agent receives \$150 Tango gift card
- First 15 Individual policies – agent receives \$200 Tango gift card
- First 25 Individual policies – agent receives \$350 Tango gift card

- First 50 policies – agent receives \$500 Mastercard through Tango
- For every additional 50 policies (after initial 50) – agent receives \$500 Mastercard through Tango

About the Tango® Card

Tango Card is an online incentive reward program enabling electronic transfer of incentives into select retailer gift cards. 1. A TANGO CARD Never Expires 2. A TANGO CARD has No Dormancy or Maintenance Fees 3. TANGO CARD value (Tango Dollars) are spent/redeemed at www.tangocard.com 4. Tango Dollars can be used to select retailer gift cards; and/or 5. Tango Dollars can be used to make a non-profit contribution; and/or 6. You can opt-in to receive regular emails reminding you of your gift card balances and reminding you to use your Tango Dollars. You can manage and organize all of your gift cards here. You can directly connect to any merchant's gift card website to shop online just by clicking on a gift card you have recorded in your account.

The merchants represented are not sponsors of the rewards or otherwise affiliated with Tango Card, Inc. The logos and other identifying marks attached are trademarks of and owned by each represented company and/or its affiliates. Please visit each company's website for additional terms and conditions. Use your card anywhere Visa debit cards are accepted around the world. Card is issued by the Bancorp Bank, Member FDIC, pursuant to a license from Visa U.S.A. Inc. Card is issued by Peoples Trust Company pursuant to a license from Visa Int. Trademark of Visa Int., used under license by Peoples Trust Company. Mastercard and the Mastercard Brand Mark are registered trademarks of Mastercard International Incorporated. The Prepaid Mastercard is issued by Transact Payments Limited pursuant to license by Mastercard International Incorporated. Transact Payments Limited is authorized and regulated by the Financial Services Commission, Gibraltar, Registered Office: 57-63 Line Wall Road, Gibraltar. This HDFC Bank ItzCash Gift Card is issued to you by HDFC Bank Ltd, a banking company incorporated under the companies Act, 1956.

Incentive Distribution

At the end of the incentive period and no later than January 10, 2020 MWG will provide VSP a complete list of enrollment totals per participating **Broker**. Using current emails on file for each participating **Broker**, either VSP or MWG will distribute electronic gift cards through Tango in the denominations earned in alignment with enrollment totals per broker provided by MWG. VSP does not manage nor have control over per broker enrollment totals. Participating Brokers are to contact MWG regarding enrollment total discrepancies.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any incentive furnished in connection with the VSP Individual Vision Plan Morgan White Broker Incentive. No cash alternative or substitution of the Incentive prize will be allowed, except Sponsor reserves the right in its sole discretion to substitute prize of comparable value if prize listed is unavailable, in whole or in part, for any reason. Incentive recipients shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. Potential winner(s) will be required to execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "**Prize Claim Documents**"). If any potential winner fails or refuses to sign and return all Prize Claim Documents within ten (10) days of prize notification, the winner may be disqualified and an alternate winner may be selected.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH INCENTIVES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT

LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

AGREEMENTS

Communication

By participating in the incentive, each eligible producer unconditionally consents and agrees to periodically receive promotional collateral for the incentive, including e-mails, faxes, or direct mail.

GENERAL LIABILITY RELEASE/FORCE MAJEURE: Acceptance of a prize constitutes winner's permission for the Sponsor to use name, image, trademark, contact information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Morgan White Group, Inc. and Brokers agree that Sponsor (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the VSP Individual Vision Plan Morgan White Broker Incentive or any VSP Individual Vision Plan-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant's, or any other person's, computer system which is occasioned by accessing the Website or otherwise participating in the VSP Individual Vision Plan Morgan White Broker Incentive, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the VSP Individual Vision Plan Morgan White Broker Incentive or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the VSP Individual Vision Plan Morgan White Broker Incentive, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. If a dispute as to the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Sponsor reserves the right to modify, extend, suspend, or terminate the VSP Individual Vision Plan Morgan White Broker Incentive if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the VSP Individual Vision Plan Morgan White Incentive as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the VSP Individual Vision Plan Morgan White Broker Incentive as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not

reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the VSP Individual Vision Plan Morgan White Broker Incentive. If the VSP Individual Vision Plan Morgan White Broker Incentive is terminated before the designated end date, Sponsor will (if possible) select the winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. If for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

Healthcare Programs

Federal antikickback law provides for criminal and or/civil liability for inducements related to any product for which payment may be made by a federal healthcare program or federally funded state healthcare program, including Medicaid and Medicare (collectively, "Federally Funded Programs"). Some states have similar antikickback laws ("State Laws").

It is the policy of Sponsor to comply with all applicable laws; however, Sponsor has no way of knowing whether any specific transaction will be paid by a Federally Funded Program, or otherwise covered by State Laws. Accordingly, it is the Eligible Practice's sole responsibility to determine if a transaction is eligible for participation in this VSP Individual Vision Plan Morgan White Broker Incentive, and the Morgan White Broker shall notify Sponsor in writing of any transactions that should be excluded.

Any transaction for which payment will be made, in whole or in part, by any Federally Funded Program, or which is otherwise covered by State Laws, isn't eligible for participation in this VSP Individual Vision Plan Morgan White Broker Incentive. In consideration for allowing a producer to participate in this VSP Individual Vision Plan Morgan White Broker Incentive, the principal for that producer acknowledges his/her intent to abide by these terms. Sponsor disclaims any and all responsibility for the producer's decision to participate in this VSP Individual Vision Plan Morgan White Producer Incentive.

DISPUTE RESOLUTION/CHOICE OF LAW

ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE VSP Individual Vision Plan Morgan White Broker Incentive SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

ARBITRATION PROVISION: By participating in this VSP Individual Vision Plan Morgan White Broker Incentive, each entrant agrees that (1) any claim, dispute, or controversy (whether in

contract, tort, or otherwise) the entrant may have against the Sponsor arising out of, relating to, or connected in any way with the VSP Individual Vision Plan Morgan White Broker Incentive, the awarding or redemption of any prize and/or the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (2) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (“**FAA**”), 9 U.S.C. §§ 1-16; (3) the arbitration shall be held in Sacramento, California; (4) the arbitrator’s decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable participant may have entered into in connection with the VSP Individual Vision Plan Morgan White Broker Incentive; (5) the arbitrator shall apply California law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (6) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only the entrant’s and/or the applicable Sponsor individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) the arbitrator shall not have the power to award punitive damages against the entrant or any Sponsor; (8) in the event that the administrative fees and deposits that must be paid to initiate arbitration against any Sponsor exceed \$125 USD, and the entrant is unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Sponsor agrees to pay them and/or forward them on the entrant’s behalf, subject to ultimate allocation by the arbitrator. In addition, if entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of entrant’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (9) with the exception of subpart (6) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (6) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither entrant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at www.jamsadr.com.

TAMPERING OR INTERFERENCE

SPONSOR RESERVES THE RIGHT IN ITS SOLE DISCRETION, TO DISQUALIFY ANY INDIVIDUAL WHO TAMPERS OR OTHERWISE INTERFERES WITH THE VSP Individual Vision Plan Morgan White Broker Incentive.

PRIVACY POLICY

Please see Sponsor’s [privacy policy](https://www.vsp.com/privacy.html) posted at <https://www.vsp.com/privacy.html> regarding the use of personal information collected in connection with this promotion.

CONTACT

Inquiries related to participating in VSP Individual Vision Plan Morgan White Broker Incentive should be directed to MWG at <https://mwgbrokerservices.com/incentives>.