



ESSILOR EDGE™
PROGRAM

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IMPORTANT NOTICE

The 2012 Essilor Edge™ Program and all promotions offered by Essilor are void where prohibited by law and may be modified or discontinued at any time at the sole discretion of Essilor. Essilor reserves the right to add and/or change the 2012 Essilor Edge Program terms and conditions at any time. This means, for example, that Essilor may change the number of points earned from lens purchases, the number of points required to redeem awards, impose caps and/or fees on earning and/or redeeming points, and/or cancel or change awards. Essilor reserves the right to limit quantities of all awards.

It is Essilor's policy to comply with all applicable laws; however, Essilor 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 an ECP's sole responsibility to determine if a transaction is eligible for participation in this promotion, and to notify Essilor of any transactions which 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, IS NOT ELIGIBLE FOR PARTICIPATION IN THIS PROMOTION.

1. PROGRAM ELIGIBILITY

The Essilor Edge™ Reward Program (the “Program”) is sponsored by Essilor of America, Inc. (“Essilor”), and is open only to Essilor authorized professional eye care practices (“ECPs”) that are located and practicing within one of the fifty (50) United States of America (excluding Vermont) or the District of Columbia. Such Eligible ECPs may participate in the Program and earn points once they are enrolled (see enrollment requirements in Rule 2, below). As part of the enrollment process, the ECP must designate one practice representative (the “Authorized ECP Representative”) to be the administrator of the Program for that ECP and the contact person for Essilor with the ECP.

ECPs licensed or practicing in the State of Vermont are not eligible to participate in this Program. Program is void in Vermont, Puerto Rico and where prohibited by law. Employees of Essilor of America, Inc., as well as any of its affiliated laboratories, parents, subsidiaries, or affiliates, as well as any of their officers or directors, and any of their immediate family members (defined as parents, spouses, children or siblings; whether biological, adopted, step or in-law) or household members (whether related or not) are ineligible to participate in this Program.

2. PROGRAM ENROLLMENT

ROLL-OVER PROGRAM PARTICIPANTS

Eligible ECPs that were enrolled in the 2011 Essilor Edge Program are automatically enrolled in the 2012 Program, and can redeem 2011 points and any qualified 2012 points subject to these Terms and Conditions.

NEW PROGRAM PARTICIPANTS

Eligible ECPs that were not previously enrolled in the 2011 Essilor Edge Reward Program can enroll in the 2012 Program online at www.EssilorEdge.com (the “Program Website”) by clicking the Sign Up link. Only an ECP practice principal (defined as an officer, director, partner or owner of the Eligible Practice) can enroll the ECP.

3. HOW TO EARN ESSILOR EDGE REWARD POINTS

Enrolled Eligible ECPs that purchase select Varilux®, DEFINITY® or Crizal® lenses in finished form (“Eligible Products”) from Essilor Laboratories of America, Inc., an Essilor Partner Lab, or an Essilor Authorized Distributor of the Eligible Products (collectively “Authorized Sellers”) will earn Essilor Edge Reward Points (“Points”), subject to the Terms and Conditions of these Program Rules. See Exhibit A for **eligible products** and Points available by product, which may be updated by Essilor from time to time as posted on the Program Website. Note that all purchases made by any practitioners and representatives from an ECP will go into the same ECP Essilor Edge account (this is a practice program, not an individual practitioner program). If an ECP has more than one office location, it is the ECP’s choice whether all points will accrue in one Essilor Edge account or whether each location will have its own Essilor Edge account. In the event of a dispute, all points will be deposited into separate accounts by location.



4. 2012 POINT ACCRUAL AND AVAILABILITY

- a. Points are received for purchases of specified Varilux®, DEFINITY® and Crizal® lenses (see Point Accrual Chart in Exhibit A), or any combination of these products.
- b. Eligible ECPs that enroll at any point during 2012 will earn Points retroactively to purchases made starting from the beginning of the enrolled month.
- c. Points are available for redemption once the Points are posted to the ECP's Essilor Edge account, which will take place approximately eight (8) weeks after the close of the month in which the Eligible Product purchase was made.
- d. Points earned in 2011 are available for redemption during 2012, but will expire on December 31, 2012.
- e. Points earned during 2012 will expire on December 31, 2013.

5. LENS SALES REPORTING

Points earned will be based on sales reports of Eligible Products provided to Essilor by the Authorized Distributors of Varilux®, DEFINITY® and Crizal® lenses. Essilor is not responsible for errors made by Authorized Distributors, or for purchases that are not reported. As noted above, there is an eight (8) week processing period between the close of a month and the Eligible Product purchase being reported to Essilor.

6. POINTS REDEMPTION

- a. Points may not be redeemed for cash.
- b. Points may be redeemed for ECP's choice of: **1)** an award ("Award") (subject to details in Rule 7, below), **2)** Application towards a downpayment and or monthly payment on Visioffice® equipment (subject to the terms of an executed Visioffice Purchase Agreement), **3)** Partial advertising reimbursement (subject to details in Rule 8, below), **4)** Partial Eyemaginations system reimbursement (subject to details in Rule 9, below), or **5)** For partial Tradeshow/Seminar reimbursement (subject to details in Rule 10, below).
- c. Only the Authorized Practice Representative of the ECP on file with Essilor is allowed to redeem Points on behalf of the ECP.

7. POINTS REDEMPTION FOR AWARDS

A. GENERAL DETAILS

- (i) Awards that are available for redemption will be posted on the Program Website, and such Awards are subject to change without notice. Examples of Awards include items such as apparel, practice building, promotional, equipment, and electronics.
- (ii) The Points required to obtain each Award shall be posted on the Program Website and are not subject to negotiation.



- (iii) Points assigned for Awards are not based on a specific conversion ratio (i.e., there is no cash value of Points used to redeem Awards)
- (iv) Award items offered in the Program are not available for purchase through Essilor.

B. PLACING AN ORDER

- (i) The Authorized ECP Representative can place an Award order online at the Program Website (www.essiloredge.com), by calling the Edge support team at 866-281-7951, or by faxing an order form (available on the Program Website) to 866-281-7952.
- (ii) The ECP must have a complete and accurate W-9 on file with Essilor in order for Essilor to fulfill the order.

C. AWARD DELIVERY

- (i) Award items will be shipped within 2-4 weeks of an Award order via ground carrier to the address on file in the ECP's Essilor Edge account registration. Awards will not be sent to any other address.
- (ii) Awards shipped to Alaska and Hawaii will be shipped by air freight and are subject to additional Point deduction.
- (iii) Essilor is not responsible for items lost or damaged in shipment. Contact the shipping agent (e.g., DHL, UPS, Federal Express, etc.) to file a claim for items damaged in shipment. Please inspect the items carefully before signing proof of delivery.
- (iv) If an Award is received in error, contact the Essilor Edge Support Team immediately at (866) 281-7951.

D. CANCELLING AN AWARD ORDER

- (i) Contact the Essilor Edge Coordinator immediately at (866) 281-7951 to cancel an Award order. Some Award orders (including, without limitation, customized Award items) may not be canceled in Essilor's discretion.
- (ii) If an item has shipped, the ECP account is subject to Point deduction to cover return shipping charges.

E. RETURN POLICY

- (i) Award items are supported only by the manufacturer's warranty, if any. If an Award item is defective, contact the manufacturer regarding replacement policies, if any.
- (ii) Many Awards may not be returned (including, without limitation, computers, and customized Award items) in Essilor's discretion. To find out if an item is returnable, contact the Essilor Edge support team at 866-281-7951 or support@essilorsupport.com. Essilor is not responsible for incorrect personalization provided by the ECP.
- (iii) For those Award items that are returnable, you may only return such Award if it has been unopened, is in the original packaging, and is received by Essilor within thirty (30) days of its original ship date. Once opened, an Award may not be returned.

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F. GIFT CARDS OR CERTIFICATES

- (i) Essilor is not responsible for lost, stolen or expired gift cards/certificates. The value of a gift card/certificate that is lost, stolen, destroyed, altered or used without permission will NOT be replaced or refunded. Essilor's responsibility ends once proof of delivery to the office address is provided. Gift cards/certificates may be shipped separately from other Award items.
- (ii) Gift cards/certificates are subject to the terms and conditions as set forth on the card and/or as otherwise imposed by the issuer. Please read the Terms & Conditions of each gift card and/or certificate ordered. Be sure to check for expiration dates.

G. ELECTRONICS

Please check www.EssilorEdge.com for the current model offered. When ordering a computer (if offered), please verify the computers specifications are the desired system requirements as computers can not be returned.

8. POINTS REDEMPTION FOR ADVERTISING REIMBURSEMENT

Essilor Edge Points may be redeemed for a portion of the advertising placement costs (i.e., media costs only) associated with the ECP's placement of direct mail, print, radio, and television advertising ("Eligible Advertising"), as follows:

For Eligible Advertising produced by Essilor ("Essilor Ads"), you must order the Essilor Ads from the Program Website, customize for your use (as applicable), and submit the final version of the Essilor Ad for pre-approval by Essilor (see section 8.b.(ii), below for Essilor Ads pre-approval process details). The Essilor Ads Eligible Advertising is reimbursable as follows and subject to specific guidelines:

A. ESSILOR ADS DIRECT MAIL

- (i) You may select any of the Varilux®, DEFINITY® or Crizal® direct mail postcards posted on the Program Website and order up to 2000 without any charge. Any orders over 2000 will be charged 25 points per 100 cards ordered.
- (ii) Reimbursement with Points for 50% of the first class postage and printing expenses. A copy of the invoice/receipt for postage is required to process claims for Essilor Ads Direct Mail.

B. ESSILOR ADS PRINT ADVERTISING

- (i) You may select any of the Varilux®, DEFINITY® or Crizal® print advertising and download the ad options from the Essilor Edge Program website. (no printed ad slicks are available).
- (ii) Reimbursement with Points for 50% of the media placement costs for the Essilor Ads Print Advertising. A copy of the invoice/receipt of media placement costs and a sample tear sheet are required to process the claim. The claim must be filed within 90 days from the date of the invoice/ receipt or it will be ineligible for reimbursement.



C. ESSILOR ADS RADIO SPOTS

- (i) You may order the Crizal® Essilor Ads Pre-Recorded Radio Spot from the Program Website and Essilor will send it to you on CD.
- (ii) Reimbursement with Points for 50% of the media placement costs for the Essilor Ads Radio Spot. A copy of the affidavit or commercial content, schedule and invoice are required to process the claim. The claim must be filed within 90 days from the date of the invoice/ receipt or it will be ineligible for reimbursement.

D. ESSILOR ADS TELEVISION SPOTS

- (i) You may order Crizal® Essilor Ads Pre-Recorded Television Spot from the Program Website and Essilor will send it to you on a Beta tape.
- (ii) Reimbursement with Points for 50% of the media placement costs for the Essilor Ads Radio Spot. A copy of the television script or tape must be included when submitting your claim. The claim must be filed within 90 days from the date of the invoice/ receipt or it will be ineligible for reimbursement.
- (iii) For Eligible Advertising not produced by Essilor ("Custom Ads"), Points may be used for reimbursement for a percentage of the ECP's actual cost for such advertising placement, subject to pre-approval by Essilor. The pre-approval process for Custom Ads (as detailed in section 8.b.(iii), below) shall include a determination by Essilor of the exact percentage reimbursement allowed for the Custom Ad, which shall not exceed 25%).
- (iv) All reimbursements shall be based on actual cost of the Eligible Advertising placement (or in the case of direct mail, the printing and postage costs) at an exchange rate of thirty cents (30¢) per Point.
- (v) Points may not be used to reimburse production fees or agency fees.
- (vi) You may only use Points to obtain reimbursement for the full fifty percent (50%) of the advertising placement costs of Essilor Ads or for the full pre-approved percent of the advertising placement costs for Custom Ads. If you have insufficient Points to cover the full percentage amount for your ad, your claim will be denied (i.e., you may not use Points for to obtain reimbursement for a lesser percent of the advertising placement costs).

Example: Advertising placement cost of an Essilor Ad is \$2,000.

Reimbursement percentage is 50%, so the ECP can get reimbursement of \$1000 if it has enough Points in its account.

$\$1000 \div \$.30 = 3333$ Points needed

If sufficient Points are in the ECPs account, 3333 Points will be deducted from the ECP account and the ECP will be issued a check for \$1000.00

If the ECP account only had 3000 Points, the claim would be denied (no partial payment), and no Points would be deducted from the ECPs account

E. PRE-APPROVAL PROCESS

- (i) In order to use Points for advertising reimbursement (for Essilor Ads and Custom Ads), you must obtain pre-approval from Essilor before you place the ad.
- (ii) To obtain pre-approval for a Custom Ad, the ECP must submit a copy of the Custom Ad along with a pre-approval claim form (available on the Program Website) as follows:

By fax to: 1.866.281.7952

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By mail to: Essilor Edge Advertising Pre-Approval
4650 Port Washington Road
PO Box 12970
Milwaukee, WI 53212-0970

Online at: www.EssilorEdge.com
(Note: online submissions will not be processed until the appropriate documents are received by Essilor)

Please allow one week for a response (authorization or denial) from Essilor. Failure to obtain pre-approval before placing an Essilor Ad may result in ineligibility for advertising reimbursement with Points.

(iii) To obtain pre-approval for a Custom Ad, the ECP must submit a copy of the Custom Ad along with a pre-approval claim form (available on the Program Website) as follows:

By fax to: 1.866.281.7952

By mail to: Essilor Edge Advertising Pre-Approval
4650 Port Washington Road
PO Box 12970
Milwaukee, WI 53212-0970

Online at: www.EssilorEdge.com

(Note: online submissions will not be processed until the appropriate documents are received by Essilor)

Please allow one week for a response (authorization or denial) from Essilor. Failure to obtain pre-approval before placing the Essilor Ad may result in ineligibility for advertising reimbursement with Points. In order for a Custom Ad to qualify for any reimbursement, it must contain a Varilux®, DEFINITY® and/or Crizal® product mention or feature the *Varilux*, *DEFINITY* and/or *Crizal* logo. The maximum reimbursement for Custom Ads is twenty-five percent (25%) of the ECP's actual cost for such advertising placement, but may be less. Determination of percentage reimbursement allowed for Custom Ads is in ESSILOR's sole discretion.

(iv) A response from Essilor authorizing the ad for reimbursement will contain a pre-approval number, which the ECP must include when filing a claim for reimbursement after placement occurs.

F. REIMBURSEMENT CLAIM PROCESS

(i) Once you have placed your pre-approved Essilor Ad or Custom Ad, you may submit a reimbursement claim to Essilor.

(ii) Reimbursement claim forms are available on the Program Website, and must be completed in writing (including the pre-approval number obtained from Essilor in the pre-approval process) and submitted to Essilor with a copy of the advertising placement invoice/receipt and the executed advertisement ***within three (3) months of placement***. Copied checks will not be accepted as proof of payment.

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(iii) Claims should be submitted to one of the following:

By fax to: 1.866.281.7952

By mail to: Essilor Edge Advertising Reimbursement Claims
4650 Port Washington Road
PO Box 12970
Milwaukee, WI 53212-0970

Online at: www.EssilorEdge.com

(Note: online submissions will not be processed until the appropriate documents are received by Essilor)

(iv) Claims will only be processed if the ECPs Rewards account has sufficient Points to cover the total reimbursement amount pre-approved for that ad. ECPs should confirm they have the necessary Points in their account to cover the cost of the reimbursement claim prior to submitting the claim. Any claims submitted without proper Points will be discarded.

(v) Reimbursement will be made in the form of a check issued to the ECP. Allow four to six weeks for reimbursement following receipt of complete claim materials. Points necessary to cover the reimbursement will be deducted from the ECPs account.

(vi) Essilor reserves the right to audit any and all records pertaining to claims for a period of 180 weekdays following reimbursement of the claim.

(vii) All claims for advertising reimbursements using Points must adhere to these Essilor Edge Reward Program Terms and Conditions.

(viii) Advertising claims submitted via mail must be postmarked by December 15, 2012 to allow processing time for redemption of 2012 Points. Advertising claims submitted via fax or online through the Program Website must be received by 11:59 p.m. Central Standard Time on December 31, 2012.

For questions about advertising reimbursement, please visit the Program Website or call the Essilor Edge hotline at 866-281-7951. You may also submit a fax to 866-281-7952.

9. POINTS REDEMPTION FOR VISIOFFICE® OR ANY OTHER ESSILOR INSTRUMENTS OR OTHER EQUIPMENT

- a. Essilor Edge Points may be redeemed for the down payment or payment of a portion of the cost of purchasing a Visioffice System or any other Essilor Instruments product or any other equipment that is approved by the Essilor EDGE team.
- b. Reimbursement is for up to 100% of the down payment and/or cost of the system or update, at an exchange rate of thirty cents (30¢) per Point.
- c. Pre-approval is not required.
- d. Reimbursement is subject to the account having a sufficient number of Points to cover the reimbursement.
- e. To submit a claim for *Visioffice* System or Essilor Instruments or any other approved equipment, please complete the Claim Form (found on the Program Website) and submit with a copy of the invoice within

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three months of date of the receipt to one of the following:

- By fax to: 1.866.281.7952
- By mail to: Essilor Edge Reimbursement Claims
4650 Port Washington Road
PO Box 12970
Milwaukee, WI 53212-0970
- Online at: www.EssilorEdge.com

(Note: online submissions will not be processed until the appropriate documents are received by Essilor)

10. POINTS REDEMPTION FOR EYEMAGINATIONS SYSTEM, SYSTEM UPDATE REIMBURSEMENT, OR EYES ON HOLD REIMBURSEMENT

- a. Essilor Edge Points may be redeemed for a portion of the cost of purchasing an Eyemaginations System or an Eyemaginations System Update or Eyes on Hold messaging system.
- b. Reimbursement is for 50% of the cost of the system or update, at an exchange rate of thirty cents (30¢) per Point.
- c. Pre-approval is not required.
- d. Reimbursement is subject to the account having a sufficient number of Points to cover the full 50% reimbursement.
- e. To submit a claim for Eyemaginations System or System Update Reimbursement or Eyes on Hold Reimbursement, please complete a Claim Form (found on the Program Website) and submit with a copy of the invoice within three months of date on receipt to one of the following:

- By fax to: 1.866. 281.7952
- By mail to: Essilor Edge Eyemagination Reimbursement Claims
4650 Port Washington Road
PO Box 12970
Milwaukee, WI 53212-0970
- Online at: www.EssilorEdge.com

(Note: online submissions will not be processed until the appropriate documents are received by Essilor)

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11. POINTS REDEMPTION FOR TRADE SHOW//MEETING REIMBURSEMENT

- a. Essilor Edge Points may be redeemed for a portion of the cost of attending any of the following trade shows/meetings:

LIST TRADE SHOWS & MEETING SCHEDULE		
Date	Show	City
FEB 29–MAR 4, 2012	SECO	ATLANTA, GA
MAR 23–25, 2012	VISION EXPO EAST	NEW YORK, NY
JUNE 27–JULY 1, 2012	AOA	CHICAGO, IL
SEPT 5–8, 2012	VISION EXPO WEST	LAS VEGAS, NV
OCT 24–27, 2012	AAO	BOSTON, MA

- b. Reimbursement is for 100% of the total cost (up to a maximum of \$1000) of attending the trade show or meeting (eligible costs include transportation costs, registration fees, hotel fees and meals) at an exchange rate of fifteen cents (15¢) per Point.
- c. Pre-approval is not required.
- d. Reimbursement is subject to the account having a sufficient number of Points to cover the full reimbursement.
- e. To submit a claim for trade show or meeting reimbursement, complete a Claim Form (found on the Program Website) and submit with a copy of the event registration receipt (with fee and date of event) and all other receipts for eligible expenses for which you are seeking reimbursement within 60 days of the date of the trade show, seminar or meeting to one of the following:

By fax to: 1.866.281.7952

By mail to: Essilor Edge Trade Show Reimbursement Claims
4650 Port Washington Road
PO Box 12970
Milwaukee, WI 53212-0970

Online at: www.EssilorEdge.com

(Note: online submissions will not be processed until the appropriate documents are received by Essilor)

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12. GENERAL PROGRAM TERMS

- a. The 2012 Essilor Edge program is void where prohibited, taxed or restricted by law. Not valid in combination with any other offer.
- b. Essilor reserves the right to discontinue the Program, or to substitute or change the terms of this Program, at any time with or without prior notice. Changes to the Program will be posted on the Program Website.
- c. By participating in this Program, ECPs and any participating employees of such ECPs warrant that they are eligible to participate under the applicable laws governing the procurement of prizes and awards. Essilor reserves the right to disqualify any ECP if Essilor determines that such ECP's participation in the Program or receipt of an Award or Advertising Reimbursement would violate state or federal laws or regulations. Federal anti-kickback 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 anti-kickback laws ("State Laws"). It is Essilor's policy to comply with all applicable laws; however, Essilor has no way of knowing whether any specific ECP transaction will be paid by a Federally Funded Program or otherwise covered by State Laws. Accordingly, it is an ECP's sole responsibility to determine if a transaction is eligible for participation in this Program, and notify Essilor of any transactions which should be excluded, and to ensure that the ECP does not accept any benefits under this Program that are prohibited by Federal or State law or regulation. 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, IS NOT ELIGIBLE FOR PARTICIPATION IN THIS PROGRAM. In consideration for allowing an ECP to participate in this Program, ECP acknowledges its agreement with these Terms and Conditions and its intent to abide by these Terms and Conditions. Essilor disclaims any and all responsibility for ECP's decision to participate in this Program or to accept an Award or Advertising Reimbursement.
- d. By accepting Awards, each ECP agrees to release Essilor, its directors, employees, officers and agents, including without limitation, its advertising and promotions agencies, from any and all liability, loss or damages arising out of or in connection with the awarding, receipt, use or misuse of the Award or participation in any Program related activities.
- e. Each ECP is responsible for any federal, state and local taxes which may be owed as a result of Points earned and/or redeemed. Please consult your tax advisor if you have any tax questions about the Program.
- f. Essilor is not responsible for Program submissions that are lost or delayed in mail, or are lost, late or otherwise not received by Sponsor due to online failures.
- g. Non-conforming or duplicate claims will not be acknowledged or returned.
- h. ECPs must comply with all 2012 Essilor Edge Program Guidelines in order to redeem Points earned in 2012, and Awards are contingent upon fulfilling all such requirements.
- i. Points are non-transferable.
- j. Awards are non-transferable (pre-delivery) and must be accepted as awarded.
- k. No cash or other substitutions are permitted.
- l. ECPs who do not earn Points in a 12-month period may be removed from the Program.



EXHIBIT A POINTS BY PRODUCT

POINT ACCRUAL CHART	
Product	Point Value
VARILUX IPSEO EYECODE™	18
VARILUX® IPSEO®	18
VARILUX PHYSIO ENHANCED EYECODE™	18
VARILUX PHYSIO ENHANCED FIT™	18
VARILUX PHYSIO ENHANCED AZIO™	18
VARILUX PHYSIO ENHANCED INDIA™	18
VARILUX PHYSIO ENHANCED™	18
VARILUX PHYSIO DRX™	18
VARILUX PHYSIO SHORT DRX™	18
VARILUX® PHYSIO®	10
VARILUX PHYSIO SHORT™	10
VARILUX COMFORT ENHANCED™	10
VARILUX COMFORT DRX™	10
VARILUX COMFORT SHORT DRX™	10
CRIZAL® WITH OPTIFOG™	10
CRIZAL SAPPHIRE™	10
CRIZAL SAPPHIRE UV™	10
CRIZAL AVANCÉ™	10
CRIZAL AVANCÉ UV™	10
DEFINITY®**	5
DEFINITY SHORT™**	5
DEFINITY FAIRWAY™	5
DEFINITY FAIRWAY SHORT™	5

** All products under the DEFINITY brand will earn 10 points a job for all jobs ordered in 2011.

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