

## Orthodontic Case Giveaway Rules and Conditions

DENTAL OFFICE: Element Dental & Orthodontics – Huntsville

1. NO PURCHASE NECESSARY TO NOMINATE or BE NOMINATED. A purchase will not increase your odds of being chosen. All federal, state, local and municipal laws and regulations apply. Void where prohibited.

2. No Substitutes of Orthodontic Case. The "Orthodontic Case" of a "\$5,400 (approximate retail value per recipient) Orthodontic Case" cannot be substituted for cash value equivalency nor any other substitute value other than what is specifically defined as the "Orthodontic Case" within these rules.

3. Eligibility. The Orthodontic Case Giveaway is open to individuals 21 years or older at the time of nomination and is only open to legal residents of Texas. This Giveaway is void where prohibited. In order to be eligible for nomination, the nominee must live within a 50 mile radius of DENTAL OFFICE. Employees of DENTAL OFFICE, the immediate family members thereof, and any persons domiciled with such employees, are not eligible.

4. Nomination. Nominations will be accepted beginning at 12:01 a.m. (E.S.T.) on October 23rd, 2017 and all nominations must be received by 11:59 p.m. (E.S.T.) on November 10th, 2017. Individuals may nominate themselves or another nominee via the Official Nomination Form. Each individual can nominate themselves only once. However, with the permission of the individual being nominated, someone may submit a nomination on their behalf to increase their odds (the nominee) of becoming a finalist. If the nominee is being submitted by anyone except himself or herself, all of the nominee's info must be correct in order to confirm the nominee's identity. In addition, whoever is entering the information on behalf of the nominee must also leave their info so we can verify their identity as well. ANY TAMPERING DISCOVERED THROUGHOUT THE NOMINATION PROCESS WILL AUTOMATICALLY VOID ANY NOMINEE INVOLVED. Any questions regarding the number of nominations submitted or the owner of an email account shall be determined by DENTAL OFFICE in its sole discretion, and DENTAL OFFICE reserves the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of the Giveaway.

- Internet Nomination: Enter by visiting the official registration page on the Orthodontic Case Giveaway webpage on <http://myelementdental.com/locations/huntsville> and access the Official Nomination Form. Complete the Official Nomination form by following the instructions on the website. Your computer must accept cookies, or any successor or similar technology, which may be used for the purpose of nomination tracking. By entering, you agree to the terms of these Official Rules and to receive e-mails from DENTAL OFFICE. You can opt-out of the receipt of such e-mails by following the directions in any email received from DENTAL OFFICE.
- DENTAL OFFICE will not be responsible for incomplete, lost, late, "post due," misdirected or illegible nominations or for failure to receive entries for any reason, including but not limited to transmission or technical failures or malfunctioning of any telephone connection, network, hardware or software. All entries become the property of DENTAL OFFICE and no portion of the nomination will be returned.

5. Giveaway and Odds. One chosen nominee will receive an "Orthodontic Case Giveaway package" (approximate retail value of \$5,400) and will be selected by a committee formed by DENTAL OFFICE from among the finalist nominees chosen. Finalists will be announced on or about November 10th, 2017 based on the number of entries (their own plus others entering on their behalf), combined with DENTAL OFFICE's sole discretion based on need. The final nominee chosen will be selected from the selected finalists. The Orthodontic Case Recipient may receive one or more of the following services: restorative dentistry, periodontal therapy, endodontic therapy, orthodontic therapy, implant dentistry, oral surgery or applicable services. Odds of winning depend on the number of eligible entries received plus the severity of need based on DENTAL OFFICE's discretion. If the finalist does not respond to our notification and/ or does

not show up for the mandatory comprehensive oral exam within the selected timeframes then ALL prizes may be voided at the sole discretion of DENTAL OFFICE.

6. General Dentistry Clearance. All final nominees will be required to complete a general dentistry evaluation at DENTAL OFFICE at no cost. Only patients who are cleared by a general dentist to move forward with orthodontic evaluation and treatment will be eligible to be selected for the giveaway.

7. Orthodontic Case Recipient Notification and Acceptance. Finalists will be notified by phone and email between 10/23/2017 – 11/10/2017. If a finalist or potential recipient does not respond to our notification and/ or is unable to complete the comprehensive oral exam at the office of DENTAL OFFICE within the period of 10/23/2017 – 11/10/2017, such potential recipient will be disqualified. Final recipient will be announced the week of 11/20/2017. Forfeiture of prize may result from any of the following: nominee: (1) fails to respond to a notification (with all requested information) and/ or complete the comprehensive oral exam within the required time; (2) is sent an email notification that is returned as undeliverable after three attempts; (3) fails to complete and return a required Liability Release and Publicity Release (and any other documents, if requested) within the required time; (4) is deemed ineligible or cannot be notified or contacted; (5) is unable to provide satisfactory proof that he/she is the authorized account holder of the email address (6) is not available to have procedures performed on the dates and times specified by DENTAL OFFICE; or (8) fails to respond to any other required time periods or is otherwise not in compliance with the Official Rules; or (9) DENTAL OFFICE reserves the right to void any nomination solely based on their discretion recipient will be solely responsible for all necessary travel and other expenses incurred in connection with accepting the treatment. Orthodontic Case Recipient will be required to sign and return a Liability and Publicity Release which must be signed on the day of your comprehensive exam. Case not claimed and awarded by eligible recipient in accordance with these Official Rules will not be awarded.

8. Participation. By participating, nominees agree to be bound by these Official Rules and the decisions of the committee. DENTAL OFFICE reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Giveaway as solely determined by DENTAL OFFICE. In the event the Giveaway is compromised by a virus, non-authorized human intervention, tampering or other causes beyond the reasonable control of DENTAL OFFICE which corrupts or impairs the administration, security, fairness or proper operation of the Giveaway, DENTAL OFFICE reserves the right in its sole discretion to suspend, modify or terminate the Giveaway. Should the Giveaway be terminated prior to the stated expiration date, DENTAL OFFICE reserves the right to award prizes based on the entries received before the termination date.

9. Copyright. By entering the Giveaway, each nominee grants to DENTAL OFFICE an exclusive, royalty-free and irrevocable right and license to publish, print, edit or otherwise use the nominee's submitted nomination, in whole or in part, for any purpose and in any manner or media now known or hereinafter developed (including, without limitation, the Internet) throughout the world in perpetuity, and to license others to do so, all without limitation or further compensation. If his/her nomination is selected as the winning nomination, nominee will sign any additional license and release that DENTAL OFFICE may require to provide that DENTAL OFFICE, may use nominee-recipient's name, biographical information, picture/photograph likeness (including before, during and after photographs) and/or voice, for advertising and promotional purposes without further consideration to nominee-recipient in connection with nominee-recipient's use and acceptance of the prize.

10. Limitations of Liability. By entering the Giveaway, nominee agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with the Giveaway, or any prizes awarded, shall be resolved individually without resort to any form of class action, and nominee waives his or her right to a jury trial for such disputes, claims, and causes of action; (2) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Giveaway, but in no event attorneys' fees; and (3) under no circumstances will any nominee

be permitted to obtain any award for, and nominee hereby waives all rights to claim punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses. BY ACCEPTING THE PRIZE, THE RECIPIENT AGREES THAT DENTAL OFFICE AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE HELD HARMLESS BY THE RECIPIENT FOR ANY LIABILITY FOR ANY INJURY, LOSS OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING DEATH, AND PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE OR PARTICIPATION IN THIS GIVEAWAY OR PARTICIPATION IN ANY GIVEAWAY OR PRIZE RELATED ACTIVITY.

11. Construction. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any nominee and DENTAL OFFICE, shall be governed by, and construed in accordance with the laws of the State of North Carolina, without giving effect to any choice of law or conflict of law rules or provisions. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the valid or enforceable provision was not contained therein.

12. General Release. By entering the Giveaway, nominees release DENTAL OFFICE and each of their respective affiliated companies, directors, officers, employees, representatives, partners and agents from any liability whatsoever for any claims, costs, injuries, losses or damages of any kind arising out of or in connection with the Giveaway or with the acceptance, possession or use of any prize (including, without limitation, claims, costs, injuries, losses or damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light).

By completing a nomination for you acknowledge, understand and accept these rules and conditions regarding the "Orthodontic Case Giveaway" sponsored by DENTAL OFFICE.