

## “Smile Makeover” Contest OFFICIAL RULES

The “Legacy Dental Smile Makeover Contest” (the “Contest”) is intended for legal residents of Omaha, NE and surrounding areas and shall only be construed and evaluated according to state and federal laws.

**SPONSOR/ADMINISTRATOR:** The Contest is sponsored by Dr. Lauren Semerad and Legacy Dental; 3808 S. 203rd Plaza, Suite 600, Omaha, NE 68130 (the “Sponsor”).

**ELIGIBILITY:** The Contest is open and offered only to legal residents of Omaha, NE or a surrounding area who have the age of majority at the time of entry. Employees of the Sponsor, the Administrator, their immediate families (parent, child, sibling or spouse) and/or household members and any other persons or entities associated with this Contest are ineligible to enter or win a prize.

**AGREEMENT TO OFFICIAL RULES:** By participating, those who enter the Contest (“Entrants”) agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Contest. Winning a Grand Prize (as defined below) is contingent upon fulfilling all the following requirements.

**TIMING:** The Contest will be defined by the following time period: 1. The Submission Period (“Submission Period”) - 12:00:01 a.m. Central Standard Time (“CST”) on February 14th, 2021 through 11:59:59 p.m. CST on March 28th, 2021. The Sponsor’s database clock is the official time-keeping device for the Contest.

**HOW TO ENTER THE CONTEST:** Eligible Entrants can enter the Contest during the Submission Period by completing each of the following steps: 1. Visit <http://www.legacydentalomaha.com> (the “Website”). 2. Complete the New Patient and Contest registration forms (requesting an Entrant’s full name, postal code, phone number, and email address). 3. Upload/Submit a photo and story (not to exceed 2,000 characters in length) showcasing your need for a smile makeover (the “Theme”). A submitted photo must show the Entrant’s smile. If a submitted photo does not show the Entrant, the Sponsor has the right to disqualify the entry in questions (at their sole discretion). Each successfully completed Contest registration form and Theme-applicable photo/story upload will result in one (1) Contest entry. Limit one (1) entry per person per email address. If an Entrant submits a photo (or story) that is not Theme-related, in the Sponsor’s sole discretion, the entry will be disqualified. All entries become the property of the Sponsor and will not be returned or acknowledged. By submitting an entry, the Entrant agrees to receive emails from the Sponsor regarding the Contest.

**ENTRY REQUIREMENTS AND RESTRICTIONS:** Once submitted, an entry cannot be deleted, canceled or modified. The Entrant is responsible for all costs associated with uploading the photo. In the event that more than one of the same photo is submitted, only the first submission received shall be accepted. In order to be eligible, entries must actually be received by the Sponsor during the Submission Period. Entries received by the Sponsor before the start of the

Submission Period or after the end of the Submission Period are VOID. Proof of submitting a Contest registration form or photo will not be deemed by Sponsor to constitute proof of actual receipt by Sponsor of an entry. Those who do not follow all of the instructions, do not provide the required information in their registration form, or do not abide by these Official Rules or other instructions of Sponsor may be disqualified. Your submission of an entry constitutes your representation of eligibility, consent to participate in Contest and consent for Sponsor to obtain, use, and transfer your name, address, photograph and other information for the purpose of Contest administration. Photo entries may not contain any image or depiction of the following: (i) materials which include or constitute trademarks, trade names or copyrighted works created or owned by any person or entity other than Entrant or for which the Entrant has obtained owner's written permission to use (Sponsor's discretion); (ii) materials bearing profanities, or bearing the name or likeness of any celebrity, living or dead; (iii) materials which contain visible identifiable or potentially identifiable information, including but not limited to, phone numbers, website links, street addresses, e-mail addresses or license plate numbers; (iv) inappropriate behavior for a general audience; (v) any depiction of real or simulated sexual acts; (vi) violence in any form; (vii) materials which violate anyone's reasonable privacy expectations, violate any known agreement, or which are defamatory in nature; (viii) materials which are derogatory to Sponsor, or any affiliated entity or person; (ix) materials which are discriminatory based on race, religion, national origin, physical disability, age, sex, or sexual orientation or preference; (x) materials in which any person identifiably appears unless Entrant has obtained an appropriate written release from such person granting all rights required herein; and, (xi) materials which do not comply with all other requirements in these Official Rules. Photo entries that do not conform to these guidelines will be disqualified. Sponsor reserves the right to reject or disqualify any entry which Sponsor, in its sole and absolute discretion, determines to be inconsistent with the letter or spirit of the Official Rules or potentially damaging to its, the Contest's, or another's image or reputation. By submitting an entry, each Entrant: 1) irrevocably grants Sponsor a royalty-free non-exclusive license throughout the world to use, re-use, copy, publish, republish in whole or in part, edit, add to, modify, and rearrange the entry in whatever media, including without limitation edit, rearrange, and/or copy the entry for use in the Contest of Sponsor's products and services, without further permission, consideration or payment to the Entrant, except where prohibited; 2) warrants and represents that the Entry is entirely the original creation/work of the Entrant and that use of the entry submitted as described herein will not violate any law or infringe upon the rights, title, claim or interest of any third party; and 3) certify that Entrant is the creator and sole copyright owner of the entry submitted. Entries that do not conform to these guidelines will be disqualified. Sponsor reserves the right to reject or disqualify any entry which Sponsor, in its sole and absolute discretion, determines to be inconsistent with the letter or spirit of the Official Rules or potentially damaging to its, the Contest's, or another's image or reputation.

**GENERAL CONDITIONS:** If for any reason the operation or administration of this Contest is impaired or incapable of running as planned for any reason, including but not limited to: (a) infection by computer virus, bugs, (b) tampering, unauthorized intervention, (c) fraud, (d) technical failures, or (e) any other causes of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry

process, and to cancel, terminate, modify or suspend the Contest in whole or in part, at any time, without notice and award the applicable Prizes (defined below) using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Contest or Sponsor's Website; or (b) acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner.

**CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to the identity of a winner based on an email address, the winning entry will be declared to be the authorized account holder of the email address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

**RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Contest, Entrants agree to release and hold harmless the Sponsor, volunteer dentists and lab techs, the Administrator, and their respective parents, employees, officers, directors, subsidiaries, affiliates, distributors, sales representatives, advertising and promotional agencies (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or receipt or use of any prize, including, but not limited to: (a) any technical errors that may prevent an Entrant from submitting an entry; (b) unauthorized human intervention in the Contest; (c) printing errors; (d) errors in the administration of the Contest or the processing of entries; or (e) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Contest or receipt of any prize. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to the Entrant's or any other person's computer relating to or resulting from participation in this Contest or downloading any materials in this Contest. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Contest, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives

the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

**GRAND PRIZE:** A Grand Prize will be awarded following the conclusion of the Contest. The Grand Prize Winner, upon the Administrator's verification of eligibility, will receive a "Smile Makeover" – the treatment plan for which lies at the sole discretion of Dr. Semerad. Grand Prize package has a maximum Approximate Retail Value ("ARV") of \$20,000, which may vary depending on the amount of dental work performed. All cost over the aforementioned maximum ARV will be the responsibility of the Winner(s). All other expenses associated with prize acceptance and execution not mentioned herein, including but not limited to transportation to and from appointments, are the sole responsibility of the Grand Prize Winner. No substitution or transfer of prize will be permitted unless by The Sponsor, who reserves the right at its sole discretion to substitute the prize with another prize of equal or greater value.

**PRIZE CONDITIONS:** By accepting the Grand Prize, the Grand Prize Winner agrees to release and hold harmless the Released Parties from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the Grand Prize. The potential Grand Prize Winners will each be notified by home-delivered mail, phone, and/or email, and must sign and return to the Administrator, within seven (7) days of the date of notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release and a Patient Waiver Form in order to claim his/her prize. If a prize or prize notification is returned as unclaimed or undeliverable to the potential Grand Prize Winner, if a potential Grand Prize Winner cannot be reached via phone or email within three (3) business days from the first notification attempt, or if a potential Grand Prize Winner fails to return requisite document(s) within the specified time period, or if a potential Grand Prize Winner is not in compliance with these Official Rules, then such person will be disqualified and an alternate Winner may be selected for the prize at issue (Sponsor's sole discretion). **NOTE:** By accepting a Grand Prize, the Grand Prize Winner understands and agrees that their Prize can be automatically revoked by the Sponsor, in their sole discretion, if any of the following actions take place:

- A Grand Prize Winner failing to show up for appointments.
- A Grand Prize Winner canceling appointments.
- A Grand Prize Winner canceling appointments without 48 hour notice.
- A Grand Prize Winner not maintaining contact with their volunteer dentist.
- A Grand Prize Winner's misconduct towards the dental office staff.

If a potential Winner is determined to be less than the age of majority, then the potential Winner will need to obtain parental permission. By accepting a Grand Prize, where permitted by law, the Grand Prize Winner grants to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time a Winner's full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification. **IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL,**

CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS CONTEST OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE. By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Contest or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize. The Grand Prize Winners also acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize.

USE OF DATA: All information submitted by Entrants will be treated according to Sponsor's privacy policy, available at <http://www.legacydentalomaha.com>. By entering the Contest and providing any personal contact information, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy.

DISPUTES: By entering the Contest, Entrants agree that

- 1.) Any and all disputes, claims, and causes of action arising out of or connected with the Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action;
- 2.) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest but in no event attorneys' fees; and
- 3.) Under no circumstances will any Entrant be permitted to obtain any award for, and Entrant 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 for actual out-of pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, shall be governed by, and construed in accordance with the laws of Nebraska without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than Nebraska. The invalidity or unenforceability of any provision of these Official 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 Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The value of the prizes set forth above represents Sponsor's good faith determinations of the ARV thereof and such determinations are final and binding and cannot be appealed. This Contest is not in any manner sponsored, endorsed, administered by, or associated with Facebook. Becoming a fan of the Sponsor on Facebook does not constitute an entry into the Contest.