

## Streitz Dental Arts Smile Makeover Contest Official Rules

**1. NO PURCHASE NECESSARY TO ENTER OR TO WIN.** A purchase will not increase your odds of winning. All federal, state, local and municipal laws and regulations apply. Void where prohibited.

**2. Sponsors.** The Streitz Dental Arts Smile Makeover Contest is sponsored by Streitz Dental Arts. Selection of winners and all other aspects of the Contest shall be final and binding on entrant in all respects. Streitz Dental Arts is not responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials relating to the Contest.

**3. Eligibility.** The Contest is open to individuals 18 years or older at the time of entry and is only open to legal residents of the 50 United States and District of Columbia. This Contest is void outside the 50 United States and the District of Columbia, and where prohibited. Employees of Streitz Dental Arts and the immediate family members of, and any persons domiciled with such employees, are not eligible.

**4. Entry.** The Contest begins at 12:01 a.m. (C.S.T.) on May 1st, 2018 and all entries must be received by 11:59 p.m. (C.S.T.) on June 30, 2018. Individuals may enter this Contest by filling out the Official Entry Form. Limit one entry per person. No one is permitted to submit an entry on behalf of another individual for any reason. Any entry must be submitted by entrant only and any entry submitted by an individual other than the subject will void such entry. In case of dispute as to identity of an entrant, such entry will be declared made by the registered user of the e-mail account, and if a prize is won, and such registered user is a valid entrant, the prize will be awarded to such registered user. Registered e-mail account holder is the natural person who has been assigned an e-mail address by an e-mail provider. All online entries will be declared made by the registered user of the e-mail address. Any questions regarding the number of entries submitted or the owner of an email account shall be determined by Streitz Dental Arts in its sole discretion, and Streitz Dental Arts reserves the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of the Contest.

- Internet Entry: Enter by visiting the official registration page on the Streitz Dental Arts Contest webpage on [streitzdental.com](http://streitzdental.com) and access the Official Entry Form. Complete the Official Entry 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 entry tracking. By entering, you agree to the terms of these Official Rules and to receive e-mails Streitz Dental Arts.
- Streitz Dental Arts will not be responsible for incomplete, lost, late, "post-due," misdirected or illegible entries 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 Streitz Dental Arts and no portion of the entry will be returned.

**5. Prizes and Odds.** Three Grand Prize Winners will receive a "Smile Makeover" valued at up to \$10,000 each. Winners will be selected by a committee formed by Streitz Dental Arts. Finalists will be chosen on or about July 15, 2018. The Winners 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.

**6. Winner Notification and Acceptance.** Finalists will be notified by phone, email, and/or U.S. mail. Each finalist will be required to attend a screening visit and examination completed by one of the dentists at StreitZ Dental Arts, to determine eligibility and suitability for treatment. The initial screening and examination appointment must be completed within four (4) weeks upon notification as a finalist. If a potential winner does not respond to notification (with all requested information) within three (3) days, such potential winner will be disqualified and an alternate finalist selected. Forfeiture of prize and the selection of an alternate (provided sufficient eligible entries are received) winner may result from any of the following: entrant: (1) fails to respond to a notification (with all requested information) within the required time; (2) is sent an email notification that is returned as undeliverable after three (3) attempts; notification/documentation that is returned as undeliverable for any reason; (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 StreitZ Dental Arts; or (7) fails to respond to any other required time periods or is otherwise not in compliance with the Official Rules.

**Winners are solely responsible for reporting and payment of any taxes on prizes.** Winner will be solely responsible for all necessary travel and other expenses incurred in connection with accepting the treatment.

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

**8. Copyright.** By entering the Contest, each entrant grants to StreitZ Dental Arts an exclusive, royalty-free and irrevocable right and license to publish, print, edit or otherwise use the entrant's submitted entry, 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 entry is selected as the winning entry, entrant will sign any additional license and release that StreitZ Dental Arts may require to provide that StreitZ Dental Arts may use entrant-winner's name, biographical information, address, picture/photograph likeness (including before, during and after photographs), video footage and/or voice, for advertising and promotional purposes without further consideration to entrant-winner in connection with entrant-winner's use and acceptance of the prize.

**9. Limitations of Liability.** By entering the Contest, entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with the Contest, or any prizes awarded, shall be resolved individually without resort to any form of class action, and entrant 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 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 damages for actual out-of-pocket expenses. BY ACCEPTING THE PRIZE, THE WINNER AGREES THAT STREITZ DENTAL ARTS, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE HELD HARMLESS BY WINNER 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 CONTEST OR PARTICIPATION IN ANY CONTEST OR PRIZE RELATED ACTIVITY.

**10. Construction.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any entrant and Streitz Dental Arts, shall be governed by, and construed in accordance with the laws of the State of Illinois, 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.

**11. General Release.** By entering the Contest, entrants release Streitz Dental Arts, and any other promotional sponsors, 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 Contest 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).

***Warranty of the dental work:*** Any dental work completed is warrantied for 1 year. Any failures or damage incurred after 1 year will not be covered under this warranty. Streitz Dental Arts will repair or replace, at our discretion, anything that is damaged within the year time frame due to breakage. This limited warranty does not cover damage caused by decay, accident, trauma, neglect, or improper use (clenching, grinding, chewing ice, opening bottles with teeth, biting non-food items, etc). This warranty does not cover any completed work or future work related to dental implants, abutments, or implant crowns. Additionally, the warranty is considered null and void if the patient fails to adhere to the recommended periodic continuing care appointments. Continuing care appointments must be completed at Streitz Dental Arts for the first year in order for the warranty to stay valid. Continuing care appointments must be paid for at the expense of the patient and are not part of the Smile Makeover Contest.

By signing below, I confirm that I have read and understand the official rules and eligibility requirements for the Streitz Dental Arts Smile Makeover Contest.

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Patient Name (Printed)

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Patient Name (signed)

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Date