

Twin Oaks Family Dental Smile Makeover Official Rules

1. **No Purchase Necessary to Enter to Win.** A purchase will not increase your odds of winning. All federal, state and local municipal laws and regulations apply. Void where prohibited.
2. **Sponsors.** The Twin Oaks Family Dental Smile Makeover Contest is sponsored by Twin Oaks Family Dental. Selection of winners and all other aspects of the Contest shall be final and binding on entrants in all respects. Twin Oaks Family Dental is not responsible for typographical, printing or inadvertent errors in these Official Rules or in materials relating to the Contest
3. **Eligibility.** The Contest is open to individuals 18 years of age 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 of the 50 United States and District of Columbia, and where prohibited. Employees of Twin Oaks Family Dental and immediate family members of, and any persons domiciled with such employees, are not eligible.
4. **Entry.** The Contest begins at 12:00pm (C.S.T) on January 8th, 2021 and all entries must be received by 11:59pm (C.S.T) on February 28th, 2021. One entry per person. Each person is permitted to submit an entry on behalf of one individual or themselves. Any entry must be by entrant or with permission of the individual being nominated and any entry submitted by an individual other than the subject without permission will void such entry. Entries can be completed via the official Twin Oaks Family Dental Facebook page.
 - a. Twin Oaks Family Dental 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 telephone connection, network, hardware or software. All entries become the property of Twin Oaks Family Dental and no portion of the entry will be returned.
5. **Prize.** One Grand Prize Winner will receive a "Smile Makeover" valued at up to \$10,000. Winner will be selected by a committee formed by Twin Oaks Family Dental. Finalists will be chosen and contacted. The Winner may receive one or more of the following services: restorative dentistry, periodontal therapy, endodontic therapy, orthodontic therapy, implant dentistry, clear aligner treatment or applicable services.
6. **Winner Notification and Acceptance.** Finalists will be notified by phone or email. Each finalist will be required to attend a screening visit and examination completed by Doctor Blake Ferando at Twin Oaks Family Dental, 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 notification (with all requested information) within the required time; (2) is sent an email notification that is returned as undeliverable after three (3) attempts; (3) notification/documentation is returned as undeliverable for any reason; (4) is deemed ineligible or cannot be notified or contacted; (5) is not available to have procedures performed on the dates

and times specified by Twin Oaks Family Dental; or (6) fails to respond to any other required time periods or otherwise not in compliance with the Official Rules.

- 7. Winners are solely responsible for reporting and payment of taxes on prizes.** Winner will be responsible for all necessary travel and other expenses incurred in connection with accepting treatment.
- 8. Participation.** By participating, entrants agree to be bound by these Official Rules and the decisions of the committee. Twin Oaks Family Dental reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Contest. In the event the Contest is compromised by a virus, non-authorized human intervention, tampering or other causes beyond the reasonable control of Twin Oaks Family Dental that corrupts or impairs the administration, security, fairness or proper operation of the Contest, Twin Oaks Family Dental reserves the right in its sole discretion to suspend, modify or terminate the Contest.
- 9. Copyright.** By entering this Contest, each entrant grants to Twin Oaks Family Dental 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 hereafter developed (including, but not limited to the Internet) throughout the world in perpetuity, and to license others to do so, all without limitation or further compensation. If their entry is selected as the winning entry, entrant will sign any additional license and release that Twin Oaks Family Dental may require to provide that Twin Oaks Family Dental may use entrant-winner's name, biographical information, 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.
- 10. Limitations of Liability.** By entering the Contest, entrants agree 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 action, entrant waives their right to a jury trial for such disputes, claims and causes of action; (2) any claims, judgements 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 TWIN OAKS FAMILY DENTAL, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE HELD HARMLESS BY WINNER FOR ANY LIABILITY OR 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.
- 11. 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 Twin Oaks Family Dental, shall be governed by, and construed in accordance with the laws of the State of Missouri, 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 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 Contest, entrants release Twin Oaks Family Dental 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).

13. Warranty of Dental Work. Any dental work completed is warranted for 1 year. Any failures or damage incurred after 1 year will not be covered under this warranty. Twin Oaks Family Dental 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 damages 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 Twin Oaks Family Dental 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 Twin Oaks Family Dental Smile Makeover Contest.
