

“New Grill for the New Year” Official Rules

THIS CONTEST IS INTENDED FOR LEGAL RESIDENTS OF UTAH ONLY. VOID WHERE PROHIBITED. DO NOT ENTER UNLESS YOU MEET THE ELIGIBILITY CRITERIA AND ARE LOCATED IN UTAH AT THE TIME OF ENTRY.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.

1. ELIGIBILITY: Hadfield Dental Care Presents "New Grill for the New Year contest". This contest is open only to individuals who are legal residents of Utah, who are 18 years of age or older at the time of entry. The following individuals are not eligible: employees, contractors, directors and officers of Hadfield Dental Care ("Sponsor"), its parent, subsidiaries and affiliated companies, and the web design, advertising, fulfillment, judging and promotion agencies involved in the administration, development, fulfillment and execution of this Contest (collectively, "Contest Parties"), and the immediate family members (spouse, parent, child, sibling and spouse or "step" of each) of, and those living in the same households as, each such individual. Contest is void outside Utah and where prohibited.

2. OVERVIEW: Entrants submit a photo ("Entry") The winner selection consists of two rounds. In round 1, a random draw will determine the top FIVE from eligible and approved Entries (see Section 6 below for details). In round 2, the FIVE Finalist Entries will be seen in the office by Dr. Randal L. Hadfield, this visit is a FREE evaluation. All FIVE finalists will be judged by Hadfield Dental Care to determine the winner. The Winner will be announced on or about Feb. 10th, 2020

3. TO ENTER: Visit the Sponsor's Web Site at <http://hadfielddentalcare.com> (the "Web Site") between 12:00:01 a.m. MST on January 22nd, 2020 and 11:59:59 p.m. MST on January 29th, 2020 (the "Entry Period") and submit your photo.

4. All Entries must adhere to the ENTRY REQUIREMENTS specified below:

You may only submit ONE entry. No correspondence about Entries will be entered into, nor will photos be acknowledged or returned. If required information is not included, Entry will be disqualified.

Entries that meet the Entry Requirements, Content Requirements and Conditions of Entry specified below may be posted at <http://hadfielddentalcare.com> and/or other Hadfield Dental Care websites or social media sites.

ENTRY REQUIREMENTS:

- o A completed entry form including your name, city, state and phone number along with your e-mail address emailed to hadfielddentalcare@gmail.com,
- o A title for your Entry.
- o An original photo that shows your teeth.
- o Your story “Why do you want/need the New Grill for the new year?”

§ If sponsor determines in their sole discretion that the teeth you have included in your photo are not original, or infringes on any third-party rights, the Sponsor may disqualify your entry.

Entries must be received by **11:59:59 p.m. MST on January 29th, 2020**. Once the entry has been emailed, the Entry is final and may not be modified, supplemented or edited. Submission of an Entry is also subject to Hadfield Dental Care’s Terms and Conditions for User-Generated Content at: <http://hadfielddentalcare.com>. Entries which include a photo that fail to strictly adhere to any of the requirements set forth in these Official Rules, including the requirements set forth in this section, as well as the requirements set forth in Section 4 and 5 below and the requirements of the Hadfield Dental Care Terms and Conditions for User-Generated Content, as determined by Sponsor, and/or the Contest Administrator, in their sole discretion, will be disqualified.

Sponsor is not responsible for late or incomplete Entries. If a problem occurs in the on-line submission process or in uploading a photo Entrant should receive an "Error" message. However, the responsibility to electronically complete the Entry process and upload a photo is the Entrant's and neither Sponsor nor the Contest Administrator shall be responsible for any photo not actually received due to incomplete or improper transmission. Similarly, neither Sponsor nor Contest Administrator has any obligation to advise Entrant of an incomplete Entry or photo submission.

5. CONTENT REQUIREMENTS: Entrants may capture the photo themselves, or Entrants may have another person capture the photo. If someone other than the Entrant has captured the photo, the Entrant must have permission from that person to submit the photo and Entrant must be able to obtain a signed release from the photographer upon the request of Sponsor and all individuals featured in the photo.

6. CONDITIONS OF ENTRY: Entrant warrants and represents that the photo:

- a. is original (photo may be captured by someone other than the Entrant if the Entrant obtained permission to submit the photo, as set forth below) and has been legally created;
- b. does not infringe the intellectual property, privacy, publicity rights, ownership or any other legal or moral rights of any third party;

- c. has not been entered in previous contests or won previous awards;
- d. is suitable for public viewing, meaning it is family friendly.

By submitting an Entry, Entrant represents that he/she owns all rights to each element of his/her Entry, including, without limitation, the copyrights. If someone other than the Entrant captured the photo, Entrant further represents that he/she has obtained an assignment of rights from the third party that captured the photo. Entrant also acknowledges that he/she may be required to obtain a written assignment of rights to the materials produced by such individual. Sponsor's determination as to whether the photo violates the rights of any third party is final.

Each Entrant irrevocably grants Sponsor and its affiliates, legal representatives, assigns, agents and licensees, the unconditional and perpetual right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), on an exclusive basis for marketing and promotional activities, each element of the Entrant's Entry, and use of the Entrant's name, likeness, photograph (collectively, "Likeness"), and/or statements regarding his/her participation in this Contest (with or without using the Entrant's name) in any and all media without limitation as to time or territory, and without additional compensation or approval from the Entrant or any other party. Entrant waives intellectual property rights, privacy/publicity rights or other legal or moral rights that might preclude the Sponsor's use of any element of the Entry, and agrees not to sue or assert any claim against the Sponsor for the use of any element of the Entry or Entrant's Likeness or statements. Entrant further grants all end users of Sponsor's Web Site (a) the ability to rate, vote, review, comment on and tag the Entry; (b) the ability to send and distribute the Entry via e-mail, instant messenger, and via social media or other electronic means.

Entrant agrees to indemnify and hold Sponsor, its agencies and Contest Parties and their respective affiliates, officers, directors, agents, co-branders or other partners, and any of their employees (collectively, the "Indemnitees"), harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Indemnitees due to or arising out of the use of any element of Entrant's Entry, or the Entrant's conduct in submitting an Entry or creating a video or otherwise in connection with this Contest, including but not limited to claims for trademark infringement, copyright infringement, violation of an individual's right of publicity or right of privacy, or defamation. Entrant further agrees to release Sponsor from any and all claims that any advertising subsequently produced, presented, and/or prepared by or on behalf of Sponsor infringes Entrant's rights with regard to any elements or ideas contained in any element of the Entry.

7. SELECTION OF FINALISTS AND WINNERS:

Round 1: A random draw of all eligible and approved Entries will be completed **January 30th, 2020** to determine our FIVE finalists. Those 5 entrees will move to round 2 as potential finalists ("Finalists"), the verified Finalists will be announced on the Sponsor's Web Site and/or Facebook

page on or about February 4th, 2020. ***All 5 finalists will receive a complementary exam (including x-rays and intraoral photos)***

Round 2: Hadfield Dental Care will vote for the grand prize winner.

8. PRIZES:

1. THE FINALIST/WINNER (1): The “New Grill Winner” will receive up to \$10,000 in dental treatment, rendered at Hadfield Dental Care.

Total value of available prize is: \$10,000.

2. ALL OTHER “TOP 5” FINALISTS (4): Will receive \$100.00 to use towards any dental treatment at Hadfield Dental Care.

Total value of available prizes is: \$400.00

9. GENERAL CONDITIONS: Potential Finalists and winners are subject to verification, including without limitation, verification of eligibility and compliance with these Official Rules. Potential Finalists will be required to complete, sign and return an Affidavit of Eligibility, Liability Release and, where lawful, a Publicity Release. Each Potential Finalist will also be required to execute an Assignment of Rights, in which he/she irrevocably assigns and transfers to the Sponsor any and all rights, title and interest in each element of the Entry (including the photo and title), including, without limitation, all copyrights, and waives all moral rights in those works. All completed documents must be returned to Sponsor within 7 days of the date notice was sent or Finalist status will be forfeited and an alternate Finalist may be selected. Notification of Finalist or winners status must be kept confidential until the Finalists or winners are announced by Sponsor. Failure to comply with this rule may result in disqualification. No substitution of prize will be offered, except at the sole discretion of the Sponsor. Prizes are non-transferable. If for any reason the Contest is not capable of running as planned, including without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right, at its sole discretion to cancel, modify or terminate the Contest. Further, 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; (b) violating the Official Rules; or (c) acting in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person. Sponsor reserves the right to require winners to submit to a confidential background check to confirm eligibility as a condition of awarding any prize to help ensure that the use of any such person in advertising or publicity for the Contest will not bring Contest Parties into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Contest as determined by Sponsor in its sole discretion. Entrants/Finalists agree that the Sponsor has the sole right to decide all matters and disputes arising from this Contest and that all decisions of Sponsor are final and binding. This Contest is governed by the laws of the state of Utah, and by entering Entrants/Finalists agree that all claims or disputes must be resolved exclusively in the federal or state courts in Provo, Utah.

10. LIMITATIONS OF LIABILITY AND RELEASE: No liability or responsibility is assumed by Sponsor or Contest Parties resulting from any user's participation in or attempt to participate in the Contest or ability or inability to upload or download any information in connection with participating in the Contest. No responsibility or liability is assumed by the Sponsor or Contest Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Contest: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other on-line communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any email transmissions to be sent or received; lost, late, delayed or intercepted email transmissions; inaccessibility of the Web Site in whole or in part for any reason; traffic congestion on the Internet or the Web Site; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Contest. Sponsor and Contest Parties are not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Web Site. Use of the Web Site is at user's own risk. Sponsor and the Contest Parties are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in the Contest, use of the Web Site or the download of any information from the Web Site. By participating in the Contest, the Entrant releases Sponsor and Contest Parties from any and all claims, damages or liabilities arising from or relating to such Entrant's participation in the Contest. By accepting a prize in the Contest, winners agree that the Sponsor and Contest Parties shall not be liable for any loss or injury resulting from participation in the Contest, acceptance or use of any prize. Sponsor and Contest Parties are not liable in the event that any portion of the Contest or scheduled commercial broadcast is cancelled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control (a "Force Majeure Event").

11. Winners: For a list of the Finalists and winners, visit <http://hadfielddentalcare.com>

Top 5 will be posted on or about February 4th, 2020. The grand prize winner will be posted on or about February 10th, 2020

12. Privacy: By submitting an Entry in this Contest, each Entrant agrees to Sponsor's use of participant's personal information as described in the Sponsor's Privacy Policy, located at <http://hadfielddentalcare.com>

13. Sponsor: Hadfield Dental Care, 3300 N. Running Creek Way BLDG C Ste 100, Lehi, UT 84043.