

## Official Rules for the ADA Member App 2022-23

### CLASSPASS GIVEAWAY

#### No Purchase Required to Enter or Win

**1. Eligibility:** The **ADA Member App ClassPass Giveaway** (Giveaway) is open only to persons who are: (a) legal residents of one of the fifty (50) United States, the District of Columbia, or the U.S. Virgin Islands; (b) eighteen (18) years of age or older; (c) current members in good standing of the American Dental Association (ADA); (d) have downloaded the reimagined ADA Member App; and (e) have a valid ClassPass account and provide the Sponsor with the email address registered with their ClassPass account. Officers, directors, trustees, and employees of the ADA, or any affiliate of the ADA, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such individual, are not eligible. The Giveaway is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law.

**2. Sponsor:** The Giveaway is co-sponsored by the American Dental Association and American Dental Association Business Enterprises, Inc, d/b/a ADA Member Advantage, 211 East Chicago Avenue, Chicago, IL 60611 (collectively, Sponsor).

**3. Agreement to Official Rules:** Participation in the Giveaway constitutes Entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements of these Official Rules.

**4. Giveaway Prize:** A certificate good for twenty-three (23) Class Pass credits that can be applied to fitness classes, gym time and wellness experiences (Giveaway Prize) will be given away to each of the first seventy-five (75) entrants who fully complete the Giveaway Entry Requirements specified in Paragraph 5 of these Official Rules between the dates of December 12, 2022 and January 31, 2023.

**5. How to Enter:** To enter the Giveaway, (a) download the ADA Member App; (b) visit the web page found at [ADA.org/YourWellness](https://ADA.org/YourWellness); (c) fully complete the ADA Member App ClassPass Giveaway entry form found on the web page; and (e) submit the Giveaway entry form by clicking on the submission button provided. Only the first fully completed seventy-five (75) entries will be eligible to receive a Giveaway Prize. Entries must be received by 11:59 p.m. (CDT) on March 31, 2023. There is a limit of one (1) entry per person, and subsequent entries will be disqualified. Only one (1) Giveaway Prize will be awarded per person.

**6. Odds:** The odds of being selected to receive a Giveaway Prize depends on the order in which the Giveaway entry form is received.

**8. Requirements of the Potential Winner:** Except where prohibited, a potential winner may be required to complete and return an affidavit of eligibility and liability/publicity release (the Affidavit/Release) within seven (7) days of being notified. If the potential winner fails to return the Affidavit/Release within the required time period, an alternate Entrant may be selected to receive a Giveaway Prize in their place from a random drawing of all valid and eligible entries received.

**9. Prize:** Twenty-three ClassPass credits, the approximate retail value of which is approximately \$63.25 (\$2.75 per credit), exclusive of taxes and delivery. Each prize will be loaded to the winner's ClassPass account identified by the email address registered with ClassPass and used for entry.

**(b):** The Giveaway Prizes are not transferable and must be accepted as awarded. No substitutions other than those specified in these Rules may be made, except by the Sponsor, who reserves the right to substitute another prize of equal or greater value for the Giveaway Prizes if the Giveaway Prizes are not available for any reason as determined by the Sponsor in its sole discretion. The winners are each responsible for any taxes and costs not specified above.

**10. General Conditions:** In the event that the operation, security, or administration of the Giveaway is impaired in any way for any reason, including, but not limited to fraud, virus or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Giveaway to address the impairment and then resume the Giveaway in a manner that best conforms to the spirit of these Official Rules; or (b) award the Giveaway Prizes at random from among the valid and eligible entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Giveaway or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Giveaway may be a violation of criminal and civil law, and should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to

the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Giveaway is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law.

**11. Release and Limitations of Liability:** By participating in the Giveaway, Entrant agree to release and hold the Sponsor and its officers, directors, trustees, employees, and agents, (the "Released Parties") harmless from and against any claim or cause of action arising out of participation in the Giveaway or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Giveaway; (b) printing errors; (c) lost, late, postage-due, misdirected, or undeliverable mail; (d) errors in the administration of the Giveaway or the processing of entries; or (e) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Giveaway or receipt of any prize. 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 Giveaway, 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.

**12. Publicity.** Each entrant hereby grants to the Sponsor of the Giveaway unrestricted perpetual permission to use their name, voice, photograph or other likeness in any and all publications in any media now known or hereafter developed, including, but not limited to, JADA, ADA.org, ADA News, ADA New Dentist News, ADA Professional Product Review or the Internet, without compensation or notice, for any purpose, including, without limitation, the award of the Giveaway Prizes or publicizing the Giveaway, the Sponsor and/or Sponsor's business.

**13. Disputes:** Except where prohibited, Entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Illinois. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Giveaway, 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 (whether of the State of Illinois or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Illinois.

**14. Giveaway Results:** To request a copy of the Official Rules or the name of the winners, send the request together with a self-addressed stamped envelope to: 2022-23 ClassPass Giveaway Rules, American Dental Association, 211 East Chicago Ave., Floor 20, Chicago, IL 60611. Requests must be received no later than three months after the conclusion of the Giveaway. A copy of the Official Rules is also found online at [ADA.org/YourWellness](https://ada.org/YourWellness).