

Official Rules for the ADA Member App SmileCon® 'Appiness Sweepstakes

No Purchase Required to Enter or Win

1. Eligibility: The **ADA Member App SmileCon 'Appiness Sweepstakes** (Sweepstakes) 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; and (b) eighteen (18) years of age or older. Vendors of the American Dental Association ("ADA"), exhibitors at SmileCon® 2023, 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 Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law.

2. Sponsor: The Sweepstakes is sponsored by the American Dental Association, 211 East Chicago Avenue, Chicago, IL 60611 (Sponsor).

3. Agreement to Official Rules: Participation in the Sweepstakes 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. Sweepstakes Prize: *The 'Appiness in a Box Prize* (Grand Prize) consists of one 'Appiness Goodie Box with an approximate retail value of Two Hundred Dollars (\$200.00). The 'Appiness Goodie Box includes a one-year subscription to Calm.com valued at Seventy Dollars (\$70.00), a Yeti tumbler valued at Forty-Seven Dollars (\$47.00), a Dunkin' gift card valued at Twenty-Five Dollars (\$25.00), a beach towel valued at Twenty-Eight Dollars (\$28.00), an umbrella valued at Fifteen Dollars (\$15.00), a steel beverage koozie valued at Ten Dollars (\$10.00) and assorted snacks and swag valued at Five Dollars (\$5.00). Three (3) Grand Prizes will be awarded, one each day at a Sweepstakes Drawing (see ¶ 6, below).

5. How to Enter: To enter the Sweepstakes, (a) visit the "Appiness Corner: ADA Member App" booth in the ADA Hub at SmileCon® 2023 on or after 9:30 a.m. EDT on October 5, 2023; (b) fully complete the Sweepstakes Entry Form available at the ADA Member App booth; (c) submit the completed Sweepstakes Entry Form in the receptacle provided at the ADA Member App booth. The Sweepstakes will close at 1:45 p.m. EDT on October 7, 2023. There is a limit of one (1) entry per person per day between October 5 and October 7, 2023 at the close of the Sweepstakes, and any subsequent daily entries will be disqualified. One (1) Sweepstakes Prize will be awarded each day on October 5, 6 and 7, 2023.

6. Drawings: At approximately 4:00 p.m. EDT on October 5 and 6, 2023 and at approximately 2:00 p.m. EDT on October 7, 2023, the Sponsor shall select the name of one (1) potential winners of a Grand Prize in a random drawing from all valid and eligible Entry Forms received by Sponsor up to the time of the drawing. Each Entrant selected shall be deemed to be the potential winner of one Grand Prize. Entrants need not be present to win. If potential winners are not present at the drawings, the Sponsor will attempt to notify the potential winners within fourteen (14) days of the drawing. The manner and timing of notification may be modified or adjusted in such a manner as the Sponsor deems to be appropriate in its sole and absolute discretion.

7. Odds: The odds of being selected to receive a Sweepstakes Prize depend on the number of eligible Entry Forms received.

8. Requirements of the Potential Winner: Except where prohibited, a potential winner may be required to complete and return an IRS Form W-9 (W-9) and 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 W-9 and the Affidavit/Release within the required time period, an alternate Entrant may be selected to receive the Grand Prize in their place from a random drawing of all valid and eligible entries received.

9. Prize: Three (3) Grand Prizes each with an approximate retail value of Two Hundred Dollars (\$200.00) will be awarded. The contents of the Grand Prize are as disclosed above. The Grand Prizes will be available to the potential winners at the ADA Member App booth at SmileCon® or will be mailed to the potential winners upon receipt of the W-9 and the Affidavit/Release.

The Grand Prize is 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 Grand Prize or any portion thereof is not available for any reason as determined by the Sponsor in its sole discretion. The winner is responsible for any taxes and costs not specified above.

10. General Conditions: In the event that the operation, security, or administration of the Sweepstakes 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 Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) award the Grand Prize 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 Sweepstakes 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 Sweepstakes 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 Sweepstakes 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 Sweepstakes, Entrants 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 Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) printing errors; (c) lost or late Entry Forms; (d) errors in the administration of the Sweepstakes 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 any Entrant's participation in the Sweepstakes or receipt of any prize. Entrants further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, 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 Sweepstakes 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 Sweepstakes Prizes or publicizing the Sweepstakes, 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 Sweepstakes 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 Sweepstakes, 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. Sweepstakes 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: ADA Member App 'Appiness Sweepstakes 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 Sweepstakes. A copy of the Official Rules is also found online at <https://www.ada.org/ada-member-app/smilecon>.