

Riverside Family Dental and Kalona Family Dental 2019 Smile Makeover
Official Rules

1. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.

THIS CONTEST IS INTENDED FOR ALL PATIENTS OF RIVERSIDE FAMILY OR KALONA FAMILY DENTAL WHO HAVE BEEN SEEN AT RIVERSIDE FAMILY DENTAL OR KALONA FAMILY DENTAL BETWEEN JANUARY 1, 2018 AND JULY 31, 2019. INDIVIDUALS WHO ARE NOT CURRENT PATIENTS BUT LIVE IN THE FOLLOWING GEOGRAPHIC AREAS ARE ALSO ELIGIBLE: RIVERSIDE, KALONA, LONE TREE, AINSWORTH, HILLS, WEST CHESTER, WELLMAN and WASHINGTON IOWA. THIS CONTEST WILL BE GOVERNED BY THE LAWS OF THE STATE OF IOWA. DO NOT SUBMIT AN ENTRY IF YOU ARE NOT ELIGIBLE.

2. SPONSOR: Riverside Family Dental Practice, 380 E. Hickory Street, Riverside, IA 52327 and Kalona Family Dental Practice, 409 B Avenue, Kalona, IA 52247 ("Sponsor"), is solely responsible of all aspects of the Riverside Family Dental and Kalona Family Dental Practice Makeover Contest ("Contest").

3. CONTEST ENTRY PERIOD: The Contest submission period begins at 8 a.m. on July 22nd, 2019 and ends at 11:59 p.m. on September 15, 2019 ("Submission Period"). All entries must be received by 11:59 p.m. on September 15, 2019.

4. HOW TO ENTER: During the Submission Period, an individual ("Entrant") can register for the Contest by providing all information requested, including his or her name, address, age, daytime phone number, e-mail address, and answers to the application questions. Entrants must also state why they want to makeover their smile and must include photographs of their teeth and perceived problem areas. (NOTE: The photographs must be of the Entrant only and cannot be modified, enhanced, or altered in anyway.) Entrants are encouraged to state how their problem mouth makes them feel and how it affects their life.

There can only be one (1) entry per person during the Submission Period. If more than one (1) entry is submitted during the Submission Period by an Entrant, Sponsor reserves the right to void all of his/her entries. Entries become property of the Sponsor, and none will be returned. By submitting an entry, Entrants agree to these Official Rules, which are final and binding in all respects.

By submitting an entry, Entrants agree that their submissions are gratuitous, made without restriction, and will not place Sponsor under any obligation, and that Sponsor is free to disclose the entry or the ideas contained in the entry on a non-confidential basis to anyone or to otherwise use the ideas without any additional compensation to Entrants. Entrants also acknowledge that, by acceptance of their submission, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than Entrants.

Sponsor, in its sole discretion, reserves the right to waive the Contest entry requirements set forth herein. Sponsor also reserves the right, during or upon completion of the Submission Period, to request that any Entrant resubmit his or her entry if said entry fails to comply with the Contest entry requirements prior to any judging period.

5. ELIGIBILITY: Contest is only open to individuals who are eighteen (18) years of age or older as of the last day of the Submission Period, who have been seen at Riverside Family Dental or Kalona Family Dental between January 1, 2018 and July 31, 2019 or who are legal residents of Riverside, Kalona, Lone Tree, Wellman, West Chester, Washington or Hills Iowa. Employees of Sponsor and members of their households and immediate family members are not eligible to enter or win this Contest.

6. LIMITATIONS OF LIABILITY: Entries that are lost, late, misdirected, distorted, incompletely received, mutilated, or illegible, for any reason, will not be eligible. Information collected from Entrants is not confidential. Contest is void where prohibited or restricted by law and subject to all applicable federal, state, local and municipal laws and regulations. Sponsor reserves the right, in its sole discretion, to disqualify any individual who interferes or tampers with the submission process.

7. SELECTION/JUDGING CRITERIA: Sponsor will select one winner (“Winner”) from all of the eligible entries received during the Submission Period. Winner will be chosen by Sponsor, in its sole discretion. However, without limiting the foregoing, sponsor will consider: 1) articulation of why the Entrant wants a dental makeover and how a dental makeover would change his or her life, if chosen, and 2) dental need, including but not limited to nature, depth and complexity of treatment. By submitting an entry, Entrants agree to be examined by Sponsor to determine if Sponsor is able to provide treatment to Entrant. Winner will be notified by e-mail and/or telephone by October 31, 2019.

In order to claim the smile makeover (“Prize”), Winner must comply with all of the following: 1) respond to the notification within one (1) week from the date the Prize notification is sent; 2) provide evidence of identity and residency to ensure eligibility; and 3) execute and return any and all forms necessary to claim the Prize, which includes but is not limited to a W-9 Form, and a notarized Affidavit of Eligibility, which includes a liability release that releases Sponsor from all liability in connection with the Contest, Prize, and any dental treatment. If Prize is won by an ineligible Entrant, the Prize is forfeited. If the Prize is won by an eligible Entrant, but Entrant fails to comply with any of the above conditions, the Prize is forfeited. Return of any Prize notification as undeliverable will result in disqualification.

PRIZE: One Winner will receive a smile makeover consisting of and defined as dental work with an approximate retail value of up to twenty thousand dollars (\$20,000). The monetary value of any portion of the treatment plan that Winner does not consent to shall be forfeited. No substitutions are allowed except, at Sponsor's sole discretion, a Prize of equal or greater value, may be substituted. The Prize is not redeemable for cash nor is it assignable or transferable.

Winner is solely responsible for all federal, state and local taxes incurred in receiving the Prize. Sponsor will provide Winner with a 1099 IRS Form reflecting the Prize and/or actual value of services received as required by the IRS. After Winner claims and receives his or her Prize, Sponsor will have no further obligation to him or her. Winner understands that Sponsor may take before, during, and after treatment photographs of Winner's teeth to illustrate the smile makeover process, where permitted by law. By accepting the Prize, Winner agrees to allow Sponsor to publish said pictures in advertisements and on Sponsor's website.

BY ACCEPTING PRIZE, WINNER ACCEPTS THE INHERENTLY DANGEROUS NATURE AND RISK IN DENTAL TREATMENT AND RECEIVING DENTAL CARE, INCLUDING PERSONAL INJURY AND/OR DEATH, ACKNOWLEDGES THAT HIS OR HER PARTICIPATION IN THE DENTAL PROCEDURE IS VOLUNTARY, ACKNOWLEDGES THAT THERE ARE NATURAL FACTORS AND OCCURRENCES THAT MAY IMPACT OR AFFECT THE SAFETY OF THE ACTIVITIES HE OR SHE IS PARTICIPATING IN, ASSUMES THE RISK OF SUCH FACTORS AND OCCURRENCES, AND AGREES THAT SPONSOR, ITS DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS SHALL NOT BE IN ANY WAY RESPONSIBLE FOR ANY RESULTING INJURY AND/OR DEATH.

9. GENERAL CONDITIONS: By entering this Contest, Entrants accept and agree to abide by the Rules of this Contest and the decisions of the Sponsor in connection with the Contest, which are final on all matters relating to the Contest. Entrants further represent and warrant that: 1) they own all right and title to their photographs, have not infringed upon the copyrights, trademarks, privacy, publicity, or any other rights of any person or entity, and hereby agree to defend, indemnify and hold harmless Sponsor, its directors, officers, employees, representatives, and agents from any and all liability arising from any claims to the contrary; 2) their submission of an entry into the Contest grants Sponsor and its assigns an unlimited and perpetual license and right to publish and use Entrants' names, addresses (city and state only), likeness, photographs, and statements about the Contest for any publicity, advertising, marketing, and promotional purposes, in any and all media, without limitation, and without additional compensation, except where prohibited by law; and 3) by entering this Contest, they agree to release Sponsor, its directors, officers, employees, representatives, and agents from any and all liability arising out of the participation in this Contest.

10. WINNER'S CONDITIONS: By accepting the Prize, Winner further agrees, represents and warrants to release Sponsor, its directors, officers, employees, representatives and agents from any and all liability arising out of Winner's acceptance of the Prize.

Additionally, as a condition of claiming the Prize, Winner agrees, acknowledges and understands that: 1) Winner must allow Sponsor to take before, during, and after photographs of winner's teeth; 2) all dental work constituting the Prize must commence and be completed by Sponsor within nine months from the date in which Winner is notified; and 3) although Sponsor may receive input from Winner, Sponsor shall, in its sole discretion, devise the appropriate treatment plan for Winner and shall perform any work consented to in the Sponsor's treatment plan.

Refusal or inability of Winner to comply with any of the above conditions will result in disqualification from the Contest or forfeiture of the Prize. Failure to keep scheduled dental appointments and/or have dental work completed within nine months from the date in which Winner is notified will result in forfeiture of the unused remaining value of the Prize. Winner is responsible for any travel and/or lodging costs associated with claiming the Prize, including the value of any time off from work or otherwise in connection with claiming the Prize.

11. NOTICE: Any attempt by an individual to deliberately interfere or tamper with the legitimate operation of this Contest may be a violation of civil laws. Should such an attempt be made, Sponsor reserves the right to seek damages from any such individual to the fullest extent permitted by law.

12. DISPUTES: These Rules shall be governed and construed in accordance with the laws of the State of Iowa. Any disputes arising out of these Rules shall be resolved through the Iowa court system. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest and any other costs permitted by law. If any provision of these Rules is deemed to be invalid or unenforceable, in whole or in part, such provision will be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable and these Rules will be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.