



**Smileland Dental**  
Children's Dentistry & Orthodontics

# Art Contest

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

**1. Eligibility:** Art Contest is open only to those who turn in a drawing entry to their nearest Smileland Dental office or to P.O. box 10059 Bakersfield CA, 93309 signed by a parent or guardian to participate and who are **5 to 12 years old** as of the date of entry. The Art Contest is subject to all applicable federal, state and local laws and regulations. Void where prohibited.

**2. Agreement to Rules:** By participating, you agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of **Smileland Dental** as final and binding as it relates to the content. The Art Contest is subject to all applicable federal, state and local laws.

**3. Art Contest Period:** The Art Contest will be from August 16, 2019 and will end on November 15, 2019. End date will be subject to change or deemed changeable by the Company's President.

**4. How to Enter:** The Art Contest form will be handed out at our Smileland Dental offices and participating classrooms. Student and parent or guardian will have to fill out the bottom of the drawing entry with the student's information. Student will then draw their superhero on this form. You may turn the student's finished form to any of our Smileland Dental offices or our P.O. Box 10059 Bakersfield CA, 93309. The winner will be announced through Smileland Dental's Social Media via Facebook, Twitter, Instagram and/or smilelanddental.com. Our judges will be picking 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup>. This art contest is a one-time entry.

**5. Prizes:** Prizes can include: **1<sup>st</sup> place will receive 4 Disneyland tickets and \$1,000 dollars to their classroom, 2<sup>nd</sup> place will receive a Nintendo Switch, and 3<sup>rd</sup> place will receive 4 tickets to Camelot Park.** No cash or other prize substitution permitted except at Sponsor's discretion. The prize is non-transferable. Any and all prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. No substitution of prize or request for the cash equivalent by winners is permitted. Acceptance of prize constitutes permission for **Smileland Dental** to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

**6. Odds:** The odds of winning depend on the number of eligible entries received.



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**7. Winner selection and notification:** Winners of the Art Contest will be selected by the Smileland Dental judges under the supervision of the Sponsor. The winners will be selected on December 13, 2019. Winners will be notified via Social Media / Website with within five (5) days following the winner selection. **Smileland Dental** shall have no liability for a winner's failure to receive notices due to not following or checking Smileland Dental's Social Media / Website. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within 30 days from the time award notification was sent, prize may be forfeited and an alternate winner may be selected.

The receipt by winner of the prize offered in this Art Contest is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE ART CONTEST AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

**8. Rights Granted by you:** By entering this contest you understand that **Smileland Dental** anyone acting on behalf of **Smileland Dental** or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Art Contest, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

**9. Terms:** **Smileland Dental** reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Art Contest should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Art Contest. In such case, **Smileland Dental** may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by **Smileland Dental**. **Smileland Dental** reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Art Contest or website or violates these Terms & Conditions.

**10. Limitation of Liability of Contest:** By entering you agree to release and hold harmless **Smileland Dental** and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death,



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loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the Art Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.

**11. Disputes:** THIS ART CONTEST IS GOVERNED BY THE LAWS OF **United States AND California**. WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Art Contest, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Art Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in **California** having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Art Contest), and participant further waives all rights to have damages multiplied or increased.