

# ORAL HEALTH ACTION HERO CHALLENGE

## OFFICIAL RULES

### **NO PURCHASE IS NECESSARY IN ORDER TO PARTICIPATE.**

- 1. Eligibility:** This Campaign is open only to those who register to participate and who are 17 years of age or younger as of the date of entry. The Campaign is only open to legal residents of the United States, is void where prohibited by law, and is subject to all applicable federal, state, and local laws and regulations.
- 2. Agreement to Rules:** By participating, the Participant ("You") agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of America's ToothFairy as final and binding as it relates to the content of this Campaign.
- 3. Campaign Period:** Registration will be accepted online starting on June 15, 2021 and ending July 16, 2021 at 11:59 p.m. EST. All online contest entries must be received by July 31, 2021 at 11:59 p.m. EST.
- 4. How to Enter:** The Campaign must be entered by registering using the online form link provided at AmericasToothFairyKIDS.org. Registrants must fulfill all Campaign requirements, as specified, to be eligible for recognition. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of America's ToothFairy.
- 5. Prizes:** Selected entries will be featured as finalists on social media accounts, including Twitter, Facebook and Instagram. One Grand Prize Winner of the Campaign (the "Winner") will receive their choice of a Nintendo® Switch OR a \$300 Nintendo, Xbox or Playstation gift card. The specifics of the prize shall be solely determined by America's ToothFairy. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for America's ToothFairy to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law. All other entries will be eligible to win additional prizes by random drawing. (Find the full list of prizes at AmericasToothFairyKIDS.org.) All participants will receive a certificate for completing the missions.
- 6. Odds:** The odds of being named "Oral Health Action HERO Champion" (the "WINNER") depend on the number of eligible entries received.
- 7. Winner Selection and Notification:** Winner will be selected by receiving the most most online votes under the supervision of America's ToothFairy. Additional consolation prize winners will be determined by random drawing. Winners will be notified by email within five (5) days following selection of Winner. America's ToothFairy shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 14 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. **ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT AMERICA'S TOOTHFAIRY'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.**
- 8. Rights Granted by You:** By entering this content (e.g., photo, video, text, etc.), You understand and agree that America's ToothFairy, anyone acting on behalf of America's ToothFairy, and America's ToothFairy's licensees, successors, and assigns; DentaQuest, anyone acting on behalf of DentaQuest, and DentaQuest's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes, without any further compensation, notice, review, or consent. By entering this content, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of America's ToothFairy. If the content of Your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless America's ToothFairy and DentaQuest from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which America's ToothFairy or DentaQuest may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.
- 9. Terms & Conditions:** America's ToothFairy reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond America's ToothFairy's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, America's ToothFairy may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by America's ToothFairy. America's ToothFairy reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. America's ToothFairy has the right, in its sole discretion, to maintain the integrity of the Campaign, including, but not limited to: the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, America's ToothFairy reserves the right to seek damages to the fullest extent permitted by law.
- 10. Limitation of Liability:** By entering, You agree to release and hold harmless DentaQuest and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors, and America's ToothFairy and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, 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 Campaign 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 malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.
- 11. Disputes:** THIS Campaign IS GOVERNED BY THE LAWS OF the United State AND North Carolina, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in North Carolina having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.
- 12. Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the America's ToothFairy website. To read the Privacy Policy, visit: <https://www.americastoothfairy.org/privacy-policy>.
- 13. To obtain a copy of these Official Rules,** mail your request along with a stamped, self-addressed envelope to: America's ToothFairy, 4530 Park Road #320, Charlotte, NC 28209. Requests must be received no later than December 31, 2021.