



Share A Smile – Give A Smile Project Terms & Conditions

1. NO PURCHASE NECESSARY TO ENTER OR TO WIN. A purchase will not increase your odds of winning. All federal, state, local and municipal laws and regulations apply. Void where prohibited.

2. No Substitutes of Complimentary Treatment. The Give A Smile Project cannot be substituted for cash value equivalency nor any other substitute value other than what is specifically defined as the treatment within these project terms.

3. Eligibility. To be eligible, applicants and nominees must be residents of South Dakota, Nebraska, Iowa, or Minnesota between the ages of 8 and 80 years old. Neighborhood Dental will select individuals based on personal, subjective information. If the nominee is under 18, the consent of their parent or legal guardian is required. To be eligible for entry, the entrant must live within a 50-mile radius of Neighborhood Dental's office. Employees of Neighborhood Dental, the immediate family members thereof, and any persons domiciled as such employees are not eligible. Existing patients will have to schedule an exam with a provider at Neighborhood Dental if it's been more than six months, and new patients must have a consult with Neighborhood Dental to qualify for donated treatment.

4. Entry. To nominate an individual, please complete the nomination form on our website **NBDSMILES.COM**. If the entrant is being submitted by anyone except himself or herself, all of the entrant's information must be correct to confirm the entrant's identity. In addition, whoever is entering the information on behalf of the entrant must also leave their information so we can verify their identity. Each individual can enter themselves only once. Complete the nomination form by following the instructions on the website. Your computer must accept cookies or any successor or similar technology, which may be used for entry tracking. By entering, you agree to these terms and conditions and to receive e-mails from us. You can opt out of the receipt of such e-mails by following the directions in any email received from us.

We are not responsible for incomplete, lost, late, "post due," misdirected, or illegible entries or for failure to receive entries for any reason, including but not limited to transmission or technical failures, or malfunctioning of any telephone connection, network, hardware or software.

5. Winner Notification and Acceptance. Recipients will be notified by phone and email. If the recipients do not respond to our notification and/or cannot complete the comprehensive oral exam at the Neighborhood Dental office within a month of being notified, such potential winners will be disqualified.

Forfeiture of smile treatment and a year of our dental savings plan coverage may result from any of the following: entrant: (1) fails to respond to a notification (with all requested information) and/or complete the comprehensive oral exam within the required time; (2) is sent an email notification that is returned as undeliverable after three attempts; (3) fails to complete and return a required Give A Smile Project Release Form and Media Release (and any other documents, if requested) within the required time; (4) is deemed ineligible or cannot be notified or contacted;



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(5) is unable to provide satisfactory proof that he/she is the authorized account holder of the email address (6) is not available to have procedures performed on the dates and times specified by Neighborhood Dental; or (8) fails to respond to any other required time periods or is otherwise not in compliance with the terms & conditions, or (9) Neighborhood Dental reserves the right to void any project entry solely based on their discretion. Winners will be solely responsible for all necessary travel and other expenses incurred when accepting the treatment. Winners will be required to sign and return a Liability and Media Release, which must be signed on the day of your comprehensive exam. Smile treatments and dental savings plan memberships not claimed by eligible winners under these terms and conditions will not be awarded.

6. Participation. By participating, entrants agree to be bound by these terms and conditions and the committee's decisions. Neighborhood Dental reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this project as determined by Neighborhood Dental. In the event the project is compromised by a virus, non-authorized human intervention, tampering, or other causes beyond the reasonable control of Neighborhood Dental which corrupts or impairs the administration, security, fairness, or proper operation of the project, Neighborhood Dental reserves the right in its sole discretion to suspend, modify or terminate the project. Should the project be terminated before the stated expiration date, Neighborhood Dental reserves the right to award smile treatments based on the entries received before the termination date. In addition to receiving donated dentistry treatment, the recipient will be awarded one year of Neighborhood Dental's dental savings plan as an alternative to dental insurance to provide preventative care services after treatment. The recipient must complete all necessary forms to enroll in Neighborhood Dental's Dental Savings Plan.

7. Limitations of Liability. By entering the Give A Smile Project, the entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with the project, or any treatments awarded, shall be resolved individually without resort to any form of class action, and entrant waives his or her right to a jury trial for such disputes, claims, and causes of action; (2) any claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the project, but in no event attorneys' fees; and (3) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim punitive, incidental or consequential damages and any rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses. BY ACCEPTING THE DONATED DENTISTRY, THE WINNER AGREES THAT NEIGHBORHOOD DENTAL AND THEIR DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS WILL HAVE NO LIABILITY WHATSOEVER FOR AND WILL BE HELD HARMLESS BY THE WINNER FOR ANY LIABILITY FOR ANY INJURY, LOSS, OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING DEATH AND PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF THE TREATMENT OR PARTICIPATION IN THIS PROJECT OR PARTICIPATION IN ANY PROJECT OR TREATMENT-RELATED ACTIVITY.



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8. General Release. By entering the Give A Smile Project, entrants release Neighborhood Dental and each of their respective affiliated companies, directors, employees, representatives, partners, and agents from any liability whatsoever for any claims, costs, injuries, losses or damages of any kind arising out of or in connection with the project or with the acceptance, possession or use of any prize (including, without limitation, claims, costs, injuries, losses or damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light). By completing an entry, you acknowledge, understand, and accept these rules and conditions regarding the Give A Smile Project sponsored by Neighborhood Dental.

9. Photo/Video Release. For good and valuable consideration, the receipt of which is hereby acknowledged, I hereby authorize Neighborhood Dental permission to use my likeness in a photograph and any of its publications, including but not limited to all Neighborhood Dental's printed and digital publications, I understand and agree that any photograph or videography using my likeness will become the property of Neighborhood Dental and will not be returned.

I acknowledge that since my participation with Neighborhood Dental is voluntary, I will receive no financial compensation. I hereby hold harmless and release and forever discharge Neighborhood Dental from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or behalf of my estate have or may have because of this authorization.

I am at least 18 years of age and am competent to contract in my name. I have read this release before signing below, and I fully understand the contents, meaning, and impact of this release.

*If below the age of 18, I am a legal parent or guardian and understand the terms and conditions for the Give A Smile Project through Neighborhood Dental's Share A Smile Program.

Name

Date

Signature

Date

Parent or Guardian Signature (if child is under 18)

Date