

# Official Giveaway Rules

## Official Smile Makeover Rules

No Purchase or payment is Necessary to Enter or Win this Giveaway. Void where prohibited or restricted by law or regulation. By entering this giveaway, you agree to these official rules.

### ELIGIBILITY:

The Sheyenne Dental Smile Makeover Giveaway is open to legal residents who live within a 30 mile radius of Sheyenne Dental, who are eighteen (18) years of age or older, at the time of entry (the “Entrant”). Persons in any of the following categories are NOT eligible to win a prize: (a) employees. All eligibility is subject to all federal, state and local laws and regulations.

Winner must be able to participate within regular business hours, and complete all treatment within one calendar year of the date the selection is made.

Sheyenne Dental is located at 3285 Fiechtner Dr. Suite C, Fargo, ND 58103.

### GIVEAWAY TIMING:

The Smile Makeover giveaway nomination begins December 1 at 12:00:01 a.m. (midnight) Central Time and ends December 31 at 11:59:59 p.m. Central Time.

Once the nomination period closes, the staff at Sheyenne Dental will select the top 3-5 finalists for a comprehensive exam including radiographs, photos, scans, a full health history and any pertinent information to select a finalist. Finalists must present for examination during regular business hours during the week of January 9-12, 2025.

The Giveaway will consist of one (1) individual winner.

The winner will be selected, from all eligible finalists on or about Friday, January 17, 2025. By participating in the Giveaway, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sheyenne Dental, PLLC, and Medora West-Roehl, DMD (the "Administrator") whose decisions shall be final and legally binding in all respects and not subject to further review in any forum.

#### HOW TO ENTER:

During the Giveaway Period, December 1-31, 2025, visit [sheyennedental.com](http://sheyennedental.com) and follow the prompts to nominate a deserving individual. No other method of entry will be accepted.

#### Entry Notes:

Any attempted form of entry other than as described herein is void. The administrator will determine, at its sole discretion, what constitutes a valid entry and reserves the right to reject any Entry that it deems, in its sole discretion, to violate any of Administrator policies, standards, or practices. All materials

submitted become the property of the Administrator and will not be returned or acknowledged.

Administrator reserves the right to cancel or modify the Giveaway if fraud or technical failures impair the integrity of the Giveaway as determined by the Administrator, at its sole discretion, and to award the Prize based on eligible entries received prior to the cancellation. By participating in the Giveaway, Entrants hereby agree to Administrator's collection and usage of their personal information and acknowledge that they have read and accepted the Administrator's privacy policy.

#### GIVEAWAY DRAWING:

The announced winner will be made known, Friday, January 17, 2025 by the Administrator or parties acting on the Administrators behalf.

PRIZES/APPROXIMATE RETAIL VALUE ("ARV"): Only the prizes listed below will be awarded in this Giveaway.

One (1) Grand Prize: SmileMakeover Value based on patient need.

#### DISCLAIMER:

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND ADMINISTRATOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. Any and all warranties on any prize (if any) are subject to the respective manufacturers'

terms, and winner agrees to look solely to such manufacturers for any such warranty. Prizes depicted in any advertising are for representation and description only.

Prize winner is responsible for any and all applicable fees, service charges, surcharges all insurance, federal, state, and local taxes, and any other unspecified expenses associated with acceptance or use of the prize. If the prize or the prize notification is returned as undeliverable or any non-compliance with the Official Rules or failure to respond within the applicable time period, it will result in forfeiture of the prize and will be awarded via a selection from all remaining eligible entries. Prize will be awarded only if the prize winner fully complies with these Official Rules.

#### WINNER NOTIFICATION:

Prize winners will be notified via phone, text, or email within 24 hours of the drawing. Prize winner must reply within (3) business days with all required information in order to receive their prize. If the winner does not respond within (3) business days, another winner will be selected.

Prize winners with a prize value of \$600 or more will be required to provide proof of identity, verification of eligibility and compliance with these Official Rules, W-9 tax payer request for identification form and where legal, Publicity Release (“Affidavits”) as well as any other documents required by Administrator, all of which must be received fully-executed within three (3) business days of receipt or such potential prize winner may be disqualified and an alternate potential prize winner may be selected.

#### LIMITATION OF LIABILITY:

Neither Administrator, Prize Suppliers, nor any of their respective parent, subsidiary or affiliated entities or any of their respective shareholders, officers, directors, employees, agents, attorneys, successors and assigns (the "Released Parties") shall be held responsible for, and Entrant hereby releases the Released Parties from any claims arising from or in any way relating to: (i) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (ii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iii) unauthorized human intervention in any part of the entry process or the Sweepstakes; (iv) electronic or human error which may occur in the administration of the Sweepstakes or the processing of entries; (v) any injury, death or damage to persons or property, including but not limited to Entrant's computer, hardware or software, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Giveaway (vi) use of any prize and (vii) the drawing process including the outcome of the Giveaway.

#### GENERAL CONDITIONS:

The Released Parties are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, undelivered, delayed, garbled or damaged entries; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer

hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Giveaway, including, without limitation, errors or difficulties which may occur in connection with the administration of the Giveaway, the processing of entries, the announcement of the prize or in any Giveaway-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Giveaway. Released Parties are not responsible for injury or damage to Entrants' or to any other person's computer related to or resulting from participating in this Giveaway or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Giveaway or website or who are in violation of these Official Rules, as solely determined by Administrator, will be disqualified and all associated entries will be void.

#### DISPUTES:

Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the State of North Dakota or the appropriate Court located in the State of North Dakota; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Giveaway, but in no event attorneys' fees; and (3) unless otherwise prohibited, under no circumstances

will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Administrator in connection with the Giveaway shall be governed by, and construed in accordance with, the laws of the State of North Dakota, without giving effect to any choice of law or conflict of law rules (whether of the State of North Dakota or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of North Dakota.