



7400 Sunrise Blvd., Ste A, Citrus Heights CA 95610  
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### **Complimentary Smile Makeover PROJECT Rules and 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 Grand Prize.** The "Grand Prize" of a "Complementary Smile Makeover" PROJECT cannot be substituted for cash value equivalency nor any other substitute value other than what is specifically defined as the "Grand Prize" within these PROJECT rules.

3. **Eligibility.** The Complementary Smile Makeover is open to individuals 21 years or older at the time of entry and is only open to legal residents of the 50 United States and District of Columbia. This PROJECT is void outside the 50 United States and the District of Columbia, and where prohibited. In order to be eligible for entry, the entrant must live within a 50 mile radius of Everlast Dental office at 7400 Sunrise Blvd., Ste A, Citrus Heights CA 95610. Employees of Everlast Dental, the immediate family members thereof, and any persons domiciled with such employees, are not eligible.

4. **Entry.** To register, please email us at [smilemakeover@everlastdental.com](mailto:smilemakeover@everlastdental.com) with subject line: 2022 Smile Makeover Project, attach two (2) photos of your smile/teeth, and share your story and why we should pick you (500 – 1000 words). Each individual can enter themselves only once. However, with the permission of the individual being entered, someone may submit an entrant on their behalf to increase their odds (the entrant) of becoming a finalist. If the entrant is being submitted by anyone except himself or herself, all of the entrant's info must be correct in order to confirm the entrant's identity. In addition, whoever is entering the information on behalf of the entrant must also leave their info so we can verify their identity as well.

ANY TAMPERING DISCOVERED THROUGHOUT THE ENTRY PROCESS WILL AUTOMATICALLY VOID ANY ENTRANT INVOLVED. Any questions regarding the number of entries submitted or the owner of an email account shall be determined by Everlast Dental in its sole discretion, and Everlast Dental reserves the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of the PROJECT.

- **Internet Entry:** Enter by visiting the official registration page on the Complementary Smile Makeover webpage on [www.EverlastDental.com](http://www.EverlastDental.com) and access the Official Entry Form. Complete the Official Entry form by following the instructions on the website. Your computer must accept cookies, or any successor or similar technology, which may be used for the purpose of entry tracking. By entering, you agree to the terms of these Official Rules 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. All entries become the property of Everlast Dental and no portion of the entry will be returned.

5. **Prizes and Odds.** One Grand Prize Winner will receive a "grand prize" of this "Complementary Smile Makeover" project (approximate retail value of \$10,000 per winner) and will be selected by a committee formed by Everlast Dental from among the finalists chosen. Finalists will be announced on our [Facebook.com/EverlastDental](https://www.facebook.com/EverlastDental) based on the number of entries (their own plus others entering on their behalf), combined with Everlast Dental sole discretion based on need. The "Grand Prize" winner will be selected from the selected finalists. The Grand Prize Winners may receive one or more of the following services: restorative dentistry, periodontal therapy, endodontic therapy, denture, veneers, oral surgery or applicable services. Odds of winning depend on the number of eligible entries received plus the severity of need based on Everlast Dental's discretion. All finalists will receive a complimentary x-ray, comprehensive oral exam and cleaning. If the finalist does not respond to our notification and/ or does not show up for the mandatory comprehensive oral exam within the selected timeframes then ALL prizes may be voided at the sole discretion of Everlast Dental.

6. **Winner Notification and Acceptance.** Finalists will be notified by phone and email. If the finalists do not respond to our notification and/ or are unable to complete the comprehensive oral exam at the office of Everlast Dental within the period of promotion, such potential winners will be disqualified. The winner will be announced as soon as we finalize our decision.

Forfeiture of prize 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 Liability Release and Publicity Release (and any other documents, if requested) within the required time; (4) is deemed ineligible or cannot be notified or contacted; (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 Everlast Dental; or (8) fails to respond to any other required time periods or is otherwise not in compliance with the Official Rules; or (9) Everlast 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 in connection with accepting the treatment. Winners will be required to sign and return a Liability and Publicity Release which must be signed on the day of your comprehensive exam. Prizes not won and claimed by eligible winners in accordance with these Official Rules will not be awarded.

**7. Participation.** By participating, entrants agree to be bound by these Official Rules and the decisions of the committee. Everlast Dental reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this PROJECT as solely determined by Everlast Dental. In the event the PROJECT is compromised by a virus, non-authorized human intervention, tampering or other causes beyond the reasonable control of Everlast Dental which corrupts or impairs the administration, security, fairness or proper operation of the PROJECT, Everlast Dental reserves the right in its sole discretion to suspend, modify or terminate the PROJECT. Should the PROJECT be terminated prior to the stated expiration date, Everlast Dental reserves the right to award prizes based on the entries received before the termination date.

**8. Copyright.** By entering the PROJECT, each entrant grants to Everlast Dental an exclusive, royalty-free and irrevocable right and license to publish, print, edit or otherwise use the entrant's submitted entry, in whole or in part, for any purpose and in any manner or media now known or hereinafter developed (including, without limitation, the Internet) throughout the world in perpetuity, and to license others to do so, all without limitation or further compensation. If his/her entry is selected as the winning entry, entrant will sign any additional license and release that Everlast Dental may require to provide that Everlast Dental, may use entrant-winner's name, biographical information, picture/photograph likeness (including before, during and after photographs) and/or voice, for advertising and promotional purposes without further consideration to entrant-winner in connection with entrant-winner's use and acceptance of the prize.

**9. Limitations of Liability.** By entering the Project, entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with the PROJECT, or any prizes 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 and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses. BY ACCEPTING THE PRIZE, THE WINNER AGREES THAT EVERLAST DENTAL AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE HELD HARMLESS BY 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 PRIZE OR PARTICIPATION IN THIS PROJECT OR PARTICIPATION IN ANY PROJECT OR PRIZE RELATED ACTIVITY.

**10. Construction.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any entrant and Everlast Dental, shall be governed by, and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the valid or enforceable provision was not contained therein.

**11. General Release.** By entering the PROJECT, entrants release Everlast Dental and each of their respective affiliated companies, directors, officers, 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 for you acknowledge, understand and accept these rules and conditions regarding the "Complementary Smile Makeover" PROJECT sponsored by Everlast Dental.

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

I acknowledge that since my participation with Everlast Dental is voluntary, I will receive no financial compensation.

I hereby hold harmless and release and forever discharge Everlast 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 on behalf of my estate have or may have by reason of this authorization.

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_