American Association of Orthodontists 2023 "The Amazing BRACE" Sweepstakes

Official Rules Dates: April 22 – 24, 2023

NO PURCHASE IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

- **SPONSOR, ADMINISTRATOR:** The American Association of Orthodontists ("AAO" or "Sponsor") shall serve as the sponsor and administrator of the American Association of Orthodontists "The Amazing BRACE" Sweepstakes ("Sweepstakes").
- **ELIGIBILITY:** This Sweepstakes is open only to legal residents of the 50 United States and the District of Columbia (excluding Puerto Rico and all United States territories and possessions), who are 18 years of age or older at the time of entry. You need not be present to win. Employees (and their immediate families or those living in the same household) of Sponsor and its respective affiliates, subsidiaries, divisions, parent and related companies, suppliers, printers and advertising, promotional and judging agencies are not eligible to enter or win. Individuals who appear on the U.S. Government Department of Treasury's Specially Designated Nationals List are also not eligible to enter or win. An "Entrant" is an eligible person who submits an entry in accordance with these Official Rules.
- **3. SWEEPSTAKES PERIOD:** The Sweepstakes begins April 22, 2023, 8:00 a.m., C.S.T., and ends April 23, 2023, 5:30 p.m. C.S.T. (the "Sweepstakes Period").
- 4. <u>HOW TO ENTER:</u> You may enter this Sweepstakes only via the entry methods described below (each, an "Entry"). All entries must be received by 4:45 p.m., Central Standard Time, of the last day of the Sweepstakes Period (April 23, 2023), regardless of the method of entry. Proof of depositing entry in mail is not considered proof of delivery or receipt. No photocopied or mechanically produced entries will be accepted. Illegible, incomplete, and duplicate entries will be disqualified. Entries will not be accepted from post office boxes. All entries become the property of Sponsor and will not be returned.
 - **a.** EXHIBIT HALL CHALLENGE METHOD: Beginning at the start of the Sweepstakes Period, you may enter this Sweepstakes by (1) attending the AAO's 2023 Annual Session, (2) visiting the booths of the Sponsors and Exhibitors participating in the "The Amazing BRACE" challenge, as well as other designated challenge locations, (3) collecting challenge points by scanning the QR code at each challenge location using the official AAO Annual Session conference mobile app, and (4) collecting the highest total number of points out of all participants in the "The Amazing BRACE" challenge (in the event multiple participants collect the high total number of points, each participant will receive an entry to the Sweepstakes).
 - **b.** MAIL-IN ENTRY METHOD: Alternatively, you may enter the Sweepstakes by hand-printing the words American Association of Orthodontists "2023 The Amazing BRACE" Sweepstakes, your name, age, address, city, state, zip code, telephone number, and e-mail address (if applicable) on a 3" x 5" card and mailing it in an envelope to: American Association of Orthodontists 2023 Amazing BRACE Sweepstakes,

American Association or Orthodontists, 401 North Lindbergh Boulevard, St. Louis, MO 63141-7816. All mail-in entries must be received by Friday, April 21st at 5:00 pm CST.

Regardless of entry method you may enter the Sweepstakes only once.

PRIZES AND APPROXIMATE RETAIL VALUE: There will be one (1) prize awarded. The prize ("Prize") consists solely of the following: Complimentary registration for themselves and a guest to the 2024 Annual Session, and one (1) complimentary suite at a hotel in the AAO room block for four (4) nights.

Approximate retail value ("ARV") for the Grand Prize is three thousand dollars (\$ 3,000.00).

The Sponsor's funds will be used to purchase the Prizes for this Sweepstakes.

- **RANDOM DRAWING:** Winner of the Prize ("Winner") will be selected in a random drawing from among all eligible entries, on April 23, 2023 ("Drawing Date") by the Sponsor, whose decisions are final and binding in all matters relating to this Sweepstakes. Sponsor will use reasonable efforts to contact Winner within two (2) weeks of the Drawing Date. Sponsor shall not be required to use extraordinary or unreasonable efforts to locate or contact a potential winner or award the Prize. If the potential winner of the Prize cannot be found or does not respond to the applicable prize notice, Sponsor may (in its sole discretion) select another potential winner of the Prize in a random drawing from among all eligible entries.
- **7. ODDS OF WINNING:** Odds of winning a Prize depend on the total number of eligible entries received for the Sweepstakes and are equal regardless of the method of entry.
- PRIZE CONDITIONS: No substitution for any Prize will be permitted. If necessary due to 8. unavailability of a Prize, a prize of equal or greater value will be awarded at the discretion of the Sponsor. Sponsor shall not be required to use extraordinary or unreasonable efforts to locate or contact a potential winner or award the Prize. If the potential winner of the Prize cannot be found or does not respond to the applicable prize notice, Sponsor may (in its sole discretion) select another potential winner of the Prize in a random drawing from among all eligible entries. Prize is not transferable, assignable, or redeemable for cash. Winner may be required to execute and return an Affidavit of Eligibility and Publicity/Liability Release, and an IRS W-9 form (i.e. Request for Taxpayer Identification Number and Certification) within fifteen (15) days of issuance by Sponsor. Failure to return all required documents in this time period may result in the Winner being disqualified and an alternate Winner selected. If a prize notification is returned to the Sponsor as undeliverable or if an Entrant is found to be ineligible or declines to accept a Prize for any reason, an alternate Winner will be selected. By entering this Sweepstakes and/or accepting the Prize, Winner and Entrant hereby consent (except where prohibited by law) to the reasonable use by Sponsor of the Winner's and Participants' photograph, voice, likeness and/or image, hometown address, contents of the registration form and the name and age of the Winner and Entrants without any further compensation for any future promotional activity related to this Sweepstakes.
- **9. CONDUCT OF PARTICIPATION IN SWEEPSTAKES:** By entering the Sweepstakes, Entrant affirms that he or she has read and agrees to abide by the Official Rules and the decisions of the Sponsor. Sponsor reserves the right to disqualify any Entrant acting in violation of the Official Rules or found tampering with the entry process or with the operation of the Sweepstakes or any website. The Sweepstakes is governed by the laws of the United States and, by entering, the Winner and all Entrants hereby submit to the jurisdiction and venue of the federal, state, and

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local courts located in Missouri. As a condition of entering this Sweepstakes, each Entrant agrees that: (a) under no circumstances will the Entrant be entitled or permitted to obtain awards for, and the Entrant expressly waives all rights to claim, 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, and in no event shall attorney's fees be recoverable by either party; and (b) any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes or any Prize awarded shall be resolved individually, without resort to any form of class action. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE RELATED TO SPONSOR OR THE SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.

- **10. LIMITATIONS OF LIABILITY:** Released Parties (as defined herein) are not responsible for any incorrect or inaccurate entry or entries, errors in calculations, theft, tampering, destruction, or unauthorized access to, or alteration of entries; printing or other errors; and any entries or mail which are late, lost, delayed, incomplete, misdirected, stolen, mutilated, illegible, postage due, or any combination thereof. Sponsor reserves the right to modify, suspend or terminate the Sweepstakes in the event that it becomes necessary due to circumstances beyond Sponsor's control. In the event the Sweepstakes is terminated early, Winners will be selected from all eligible entries received at the time of termination.
- 11. RELEASE OF LIABILITY: By participating, Winners and Entrants (and the parent or legal guardian thereof if a Winner or Entrant is deemed a minor in his/her state of residence) agree to release, discharge, indemnify and hold harmless Sponsor, and each of their respective affiliated entities, affiliates, subsidiaries, parent corporations and companies, and all of their respective officers, directors, shareholders and principals, employees, representatives, agents and franchisees (collectively, "Released Parties"), from and against any claims made by any Winner and Entrants or any other third parties related in any way to the operation of this Sweepstakes, as well as any other claims, damages or liability due to any injuries, damages or losses (whether alleged, threatened, or actual) to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from participation in this Sweepstakes, accepting or using a Prize, or any related activity. Winners and Entrants (and the parent or legal guardian thereof if the Winner or Participant is deemed a minor in his/her state of residence) assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Sweepstakes or acceptance, use or redemption of any Prize.
- **12. ADDITIONAL TERMS AND CONDITIONS:** The following are conditions to winning a Prize and additional terms and conditions binding on Entrants and Winner:
- a. All federal, state, local tax liabilities and any applicable fees associated with accepting a Prize or participation in this Sweepstakes are the sole responsibility of the Winner.
- b. If a Winner declines a Prize, or if person who is chosen in the drawing is not an eligible entrant or has not complied with these Official Rules, such person shall be disqualified, and another person will be chosen in a drawing for the Prize.
- c. No transfer, substitution, division or splitting of Prize allowed.

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- d. Acceptance of a Prize constitutes permission by an Entrant to the Sponsor and its agencies to use Entrant's names and/or likenesses for purposes of advertising and trade without further compensation, in perpetuity and in any and all media now known or hereafter discovered, unless prohibited by law.
- e. Decisions of Sponsor are final with respect to determination of Winner and all matters with respect to the conduct of the Sweepstakes.
- f. By participating in this Sweepstakes, Entrants and Winner agree to be bound by the Official Rules.
- 13. PRIVACY / USE OF PERSONAL INFORMATION: By participating in the Sweepstakes, eligible Entrant hereby consents to Sponsor's or authorized agents' collection, use, and disclosure of Entrants' personal information for the purposes of administering the Sweepstakes and prize fulfillment and for other purposes set forth in the Sponsor's Privacy Policy. Entrant acknowledges that he/she has read, understood and accepted the Sponsor's Privacy Statement, which provides Administrator's privacy practices located more information about and is https://www2.aaoinfo.org/privacy-policy/.

By accepting a Prize, Winner agrees (unless prohibited by law) to Sponsor's use of his/her name, city/province of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity Sponsor and its respective successors, assigns and licensees may conduct relating to the Sweepstakes in any media or format, whether now known or hereafter developed, including but not limited to the Internet, at any time or times in perpetuity, without further compensation or notice, and hereby releases Released Parties from any liability with respect thereto. Winner may be required to sign a further release regarding the grant of these publicity rights.

WINNER LIST AND OFFICIAL RULES: You may obtain copies of the Official Rules or a 14. list of Winners by sending a self-addressed, stamped envelope that reads: Winner List - or -Official Rules, American Association of Orthodontists 2023 "The Amazing BRACE" Sweepstakes, American Association or Orthodontists, 401 North Lindbergh Boulevard, St. Louis, MO 63141-7816; all requests must be received within six (6) months after the end of the Sweepstakes Period. Administrator post these Official the Winner List at may also Rules and [https://annualsession.aaoinfo.org/wp-content/uploads/2023/02/AS-2023-Amazing-Brace-Full-Rules-2023.2.24.pdf].

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Official Rules Dates: April 22 – 24, 2023

Abbreviated Rules. To participate, you must be a legal resident of the 50 United States or the District of Columbia (excluding Puerto Rico and all United States territories and possessions), and 18 years of age or older at the time of entry. Sweepstakes begins April 22, 2023, 8:00 a.m., C.S.T., and ends April 23, 2023, 4:45 p.m. C.S.T. For complete details see Official Rules available at 401 North Lindbergh Boulevard, St. Louis, MO 63141-7816 or [https://annualsession.aaoinfo.org/wp-content/uploads/2023/02/AS-2023-Amazing-Brace-Full-Rules-2023.2.24.pdf]. Sponsor: American Association of Orthodontists.

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