

OFFICIAL RULES
Dental Services Group ‘Think DSG First’ Testimonial Submission Contest

A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

*By entering the Contest, you accept and agree to be bound by these **“Official Rules.”***

ENTRY IS OPEN, SOLELY, TO DENTAL PRACTICE CLIENTS OF DENTAL SERVICES GROUP WITHIN THE UNITED STATES OR THE DISTRICT OF COLUMBIA, EXCLUDING THE STATE OF VERMONT (AND SELECT DSO CUSTOMERS INCLUDING SMILE BRANDS AND HEARTLAND), WHO ARE AT LEAST 18 YEARS OF AGE ON THE DATE OF ENTRY. BY PARTICIPATING, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES AND ALL RELATED DECISIONS MADE BY THE SPONSOR, EACH AND ALL OF WHICH SHALL BE BINDING AND FINAL IN ALL SUCH MATTERS RELATING TO THIS CONTEST.

1. Sponsor and Administrator. The Best Testimonials Contest (the “Contest”) is sponsored and administered by Dental Services Group, 146 2nd Street North, Suite 207, St. Petersburg, Florida, 33701 (“DSG” or the “Sponsor” or the “Administrator”).

2. Contest Period. The Contest begins May 7, 2018, at 12:00:00 AM Eastern Standard Time (“EST”) and ends June 30, 2019, at 11:59:59 PM EST (the “Contest Period”).

3. Eligibility and Limitations. The Contest is open only to persons who, as of the date of entering the contest, are legal residents of the United States or the District of Columbia, excluding the state of Vermont (and select DSO customers including Smile Brands and Heartland), are at least eighteen (18) years or older, and are dentists, dental hygienists, or administrative staff members of dental practices that are current customers with DSG (“Eligible Participants”). This Contest is void where prohibited by law. The Contest is subject to all applicable Federal, state, and local laws and regulations. NOT OTHER PERSON, PARTY, ORGANIZATION, BUSINESS, OR ENTITY IS PERMITTED TO PARTICIPATE IN THE CONTEST.

DSG reserves the right to modify or cancel this Contest in the event an insufficient number of Entries are received and/or an insufficient number of Entries meet the minimum eligibility requirements.

- 4. How to Enter:** To enter the Contest, go to <https://www.dentalservices.net/dsgfirst/share-testimonial> (the “Contest Website”) during the Contest Period and: (a) read these Official Rules; (b) type a testimonial addressing the topic, “Why I Choose DSG First;” (c) provide your name, practice name, DSG laboratory, email, and address of your dental practice; and (d) submit your entry (collectively, the “Entry”). Only Entries submitted by an Eligible Participant will be considered, and upon entering, such Eligible Participant shall become an “Entrant.”

There is no cost to enter. All Entries must be received by 11:59:59 p.m. CT on June 30, 2019, to be eligible. Entries generated by script, macro, or other automated or mechanical means or means which subvert the entry process will be void. All entries become the property of DSG and will not be returned.

Entries must be written in English language only. Entries may only be submitted online at the Contest Website.

All Entrants shall be subject to verification by DSG, who reserves the right, in its sole discretion, to: (i) verify any element of any Entry, related materials or Entrant's eligibility; (ii) to request additional information; and (iii) to disqualify any Entrant whose participation may subject the Contest, DSG, or DSG's clients, agents, and licensees to controversy, negative publicity, scorn, or ridicule. By entering this Contest, you agree to provide any documentation or information deemed necessary by, and in a form acceptable to, DSG to satisfy the above requirement if asked by DSG to do so.

If entering via a mobile phone or other web-enabled device and using your wireless carrier's network, standard data charges from your wireless carrier may apply. Entrants are responsible for any data and messaging rates that might apply. See your wireless service provider for complete details.

An Entry may only be submitted by a single individual. By entering the Contest, each Entrant represents and warrants that he or she has obtained all of the rights, licenses, and permissions necessary to submit and use the Entry and all related information in accordance with these Official Rules.

5. Representations and Warranties. By entering, each Entrant represents and warrants that his or her Entry, and all elements thereof, satisfy all requirements of these Official Rules. Furthermore, without limitation, the Entrant represents and warrants that the Entry:

- (a) is the original work of the Entrant;
- (b) has not previously been published or won an award or prize of any kind;
- (c) does not infringe or violate the rights of any third party, including, but not limited to, copyrights, trademarks, patents, trade secrets, logos, contract, and licensing rights, rights of publicity or privacy, moral rights, image rights, or any other intellectual property rights;
- (d) is not subject to any third-party agreements, and that DSG will not be required to pay or incur any sums to any person or entity as a result of its use, exhibition, or exploitation of the idea, Entry, or elements therein;
- (e) does not contain any content that is likely to be considered offensive or could adversely affect the name, reputation, or goodwill of the DSG; and
- (f) does not contain obscene, offensive, lewd, inappropriate, or violent suggestions that are not keeping with DSG's image.

For purposes of clarity, each Entrant represents and warrants that he/she is the original author/creator of his/her Entry, and the Entry will not infringe any third-party's copyright, patent, trademark, trade secret, or other proprietary rights. FURTHER, EACH ENTRANT REPRESENTS AND WARRANTS THAT HIS/HER ENTRY WILL NOT VIOLATE RIGHTS OF PUBLICITY OR PRIVACY, including but not limited to protected health information, personal health information, or any other similar personal information that is subject to state and federal regulations, including but not limited to information protected under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") provisions of the American Recovery and Reinvestment Act of 2009 ("ARRA") and any regulations promulgated thereunder, as such laws and regulations may be amended from time to time (collectively, "Privacy Acts").

Each Entrant further recognizes that any breach of this representation and warranty will cause immediate, irreparable, significant, and continuing harm and injury to DSG. Upon such a

breach by Entrant, DSG will be entitled to all remedies available at law. These remedies include, without limitation, specific performance, injunction, and the entry of any other order or equitable relief. Such remedies shall not be deemed to be the exclusive remedies for a breach by Entrant but shall be cumulative and in addition to all other remedies available at law or equity to DSG. The Entrant agrees that DSG will not be required to post or secure a bond or provide proof of actual damages in connection with seeking or obtaining any such order or other equitable relief.

6. Limit. Eligible Entrants may submit one (1) Entry per week, during the Contest Period. Limit two (2) prizes per eligible dental practice (i.e., no more than two (2) Eligible Participants in a participating dental practice shall be eligible to win). Notwithstanding the foregoing, any Eligible Participant whose Entry is chosen as a winning entry shall no longer be eligible to participate in the Contest, and any submissions made thereafter by said winning entrant shall not be eligible to receive a prize.

7. Grant of Right. Once submitted, all materials and information become the property of DSG and will not be returned. By submitting an Entry, you hereby irrevocably grant to DSG, its affiliates, agents, and licensees, the royalty-free right and permission to unconditionally and perpetually reproduce, copy, store, transmit, publish, display, adapt and/or otherwise use or reuse your submission, statements, stories, testimonials, and any information contained in your submission, as well as any other information or materials arising out of your participation in the Contest (including right to use your photo as placed on your dental website) for advertising, promotional, commercial, publicity, and/or any other purposes (without limitation), in any and all media now or hereafter known, in any language, throughout the world, in perpetuity and in any manner without further review, notice, approval, consideration, or compensation. Unless prohibited by law, you waive any rights of privacy, rights of publicity, intellectual property rights, and other rights that may preclude DSG from using or disclosing all or any part of your Entry in any manner and for any purpose. By submitting an Entry, you further release DSG from any future claims arising out of any use or disclosure of your Entry consistent with these Official Rules. By participating in the Contest, an Entrant hereby agrees to DSG's collection and usage of his/her personal information. IF YOU DO NOT WISH TO SHARE YOUR INFORMATION, PLEASE DO NOT ENTER THIS CONTEST.

Any Entries may be published on the Internet or in other media at the sole discretion of the DSG. Without limitation to the foregoing, DSG may post any and all submissions on the Contest Website following the Contest Period. The use or publication of an Entrant's name or information in connection with the Contest does not signify that the Entrant is a Contest Winner.

By submitting an Entry, you acknowledge and agree that you will not now or in the future be paid or compensated in any way for your Entry or for granting DSG, its affiliates, agents, and licensees any of the rights set out in these Official Rules, whether you are chosen as a winner or not. You further agree that DSG is not obligated to make use of any of the rights granted in these Official Rules or to use any Entry in any way.

8. Winner Selection/Drawing. Once a week during the Contest Period, a panel of three (3) employees of DSG will select from among all eligible Entries two (2) winning Entries, which determination shall be based on how closely the Entry meets the three DSG key messages and criteria, namely, "National network local care, Innovative digital technology & expertise, and Expert customer service & technical support," and in accordance with the sole and exclusive judgment and determination of the DSG selection panel, in its sole and absolute discretion. The selection panel shall make its selections no later than two (2) business days following the end of the prior week, and the selection panel shall notify the winners no later than four (4) business days following the end of the prior week.

IN NO EVENT SHALL A WINNER BE SELECTED BASED ON VOLUME OF SALES OR VALUE OF SALES AS BETWEEN THE RESPECTIVE DENTAL OFFICE AND DSG. For purposes of clarity, the DSG selection panel will base its selections on the substance of each individual Entry, as provided in the preceding paragraph, and there shall be no correlation between the volume of sales, or value of sales, from a respective dental practice and the selection of a winning Entry from an Entrant associated with the respective dental practice.

9. Winner Notification. Potential winners will be notified via a private e-mail with instructions on how to verify his/her eligibility and redeem his/her prize. **Each Entrant is responsible for monitoring his/her e-mail account for prize notification or other communications related to this Contest.** If a potential winner cannot be reached by DSG within five (5) calendar days of notification, if any prize or prize notification is returned as undeliverable, if any potential winner rejects his/her prize, or in the event of noncompliance with these rules and requirements, such prize will be forfeited and an alternate winner may be selected from all remaining eligible entries (time-permitting). No compensation will be given upon prize forfeiture. If a potential winner fails to comply with these Official Rules, that potential winner will be disqualified. Prizes may not be awarded if an insufficient number of eligible entries are received.

10. Prize. Two (2) winners weekly in the contest period (May 7, 2018 – June 30, 2019) will receive each (1) Amazon® gift card, valued at fifty dollars and no cents (\$50.00), as determined by DSG in its sole and absolute discretion. Prizes are awarded “as is” with no warranty or guarantee, either express or implied by DSG. Winners may not substitute, assign, or transfer prizes (or portion thereof) or redeem prizes for cash, but DSG reserves the right, at its sole discretion, to substitute prizes (or portion thereof) with one of comparable or greater value. Winners are responsible for all applicable federal, state, and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. All prize details are at DSG’s sole discretion. DSG, its affiliates, agents, and licensees disclaim all and any liability for the actual provision, quality or nature of any prize accepted by the winners. The awarding of any prize is contingent upon full compliance with these Official Rules. The opportunity to win, and the award of any actual prize, are given as remuneration for the use of an individual’s name and written testimonial. ALL ENTRANTS ACKNOWLEDGE AND AGREE TO THESE PRIZE TERMS.

11. Binding Arbitration. Any controversy or claim arising out of or relating to these Official Rules and/or this Contest shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of Tennessee, in the City of Nashville, and judgment on the arbitration award may be entered into any court having jurisdiction as provided herein. Entrants agree that this Contest is governed, interpreted, and enforced by the laws of the State of Tennessee, without regard to its conflict of laws principles. Any and all legal actions, claims or proceedings arising out of, or in connection with this Contest must be brought in a court of competent jurisdiction in the State of Tennessee. The Entrant and all persons making claim through or on account of the Entrant, hereby agree to and irrevocably consent to the venue of the applicable state or federal courts sitting in Tennessee and submits to the jurisdiction of said courts. THE PARTIES WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INSTITUTED IN CONNECTION WITH THESE OFFICIAL RULES AND/OR THIS CONTEST.

12. Releases. By participating in this Contest, Entrants agree to release DSG, its affiliates, agents, licensees, and ANY organizations affiliated with the sponsorship, fulfillment, administration, prize support, advertisement, or promotion of the Contest, together with each of their respective parents, agents, affiliates, subsidiaries, advertising and promotion agencies, and

prize suppliers, and each of their respective officers, directors, agents, representatives and employees, as well as each of their respective successors, representatives and assigns from any and all liability, for loss, harm, damage, injury, cost, or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Contest, or possession, acceptance and/or use or misuse of prize or participation in any Contest-related activity and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement, or any other intellectual property-related cause of action.

13. Limitation of Liability. DSG, its affiliates, agents, and licensees are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, undelivered, garbled or misdirected 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 Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of Entries, the announcement of the prize, or in any Contest-related materials. DSG, its affiliates, agents, and licensees 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 Contest. DSG, its affiliates, agents, and licensees are not responsible for injury or damage to entrants' or to any other person's computer related to or resulting from participating in this Contest or downloading materials from or use of the website. DSG reserves the right, in its sole discretion, to disqualify any person tampering with the entry process, the operation of the web site or otherwise in violation of these Official Rules. DSG further reserves the right, in its sole discretion, to cancel, terminate, or modify this Contest if the Contest is compromised by virus, technical corruption, non-authorized human intervention, or any other causes which, in the sole discretion of the DSG, corrupt or affect the administration, security, fairness, proper play or integrity of the Contest. In the event of a dispute regarding an Entry, the Entry will be deemed made by the authorized account holder of the e-mail account associated with the Entry and he/she must comply with these Official Rules. The authorized account holder is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning email addresses. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH INDIVIDUAL AND RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

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