

# THE OPALESCENCE WHITENING GIVEAWAY

The Opalescence Whitening Giveaway (the “Contest”) is sponsored by Ultradent Products, Inc. (“Ultradent”). By participating in the Contest, each Entrant (defined below) agrees to abide by these terms and conditions, including, without limitation, all eligibility requirements (collectively, the “Official Rules”). Each Entrant understands that the results of the Contest, as determined by Ultradent and its agents, are final in all respects. This is an irrevocable condition of entry.

The Contest is subject to all federal, state, and local laws and regulations and is null and void where prohibited by law.

## CONTEST OVERVIEW

To participate in the Contest, an Entrant must (i) during the Submission Time Period (defined below), go to the following website: <https://www.opalescence.com/enter> and fill out the applicable entry form; (ii) like the Opalescence giveaway post for the applicable month; and (iii) tag a friend (a person, not an entity or company) in the comments section.

Within seven (7) days after the end of each month during the Submission Time Period, Ultradent will randomly select one monthly winner from all eligible entries. There is no limit on the number of times an Entrant may enter; provided, however, that each entry must tag a different friend, as set forth above, and an Entrant may only win one (1) time during the Submission Time Period.

## ELIGIBILITY

To be eligible to participate in the Contest, the Entrant must (i) be eighteen (18) years of age or older at the time of entry; (ii) be a legal resident of United States of America; and (iii) have otherwise complied with the Official Rules set forth herein (the “Entrant”). No purchase or payment of any kind is necessary to enter or to win. Ultradent has the right to verify eligibility of each Entrant. Any entry discovered to be false, fraudulent, generated by a script, macro or other automated means, or that is otherwise determined to be in violation of these Official Rules will be disqualified.

Entries must not include materials (language, phrases, quotations, logos, etc.) belonging to or copyrighted by third parties. Such entries will be disqualified. Entries must not contain, depict, or describe any objectionable, unlawful, defamatory, obscene, sexually explicit, threatening, abusive, harassing, hateful, discriminatory, threatening, or vulgar material and must be otherwise fit for publication/posting/uploading, as determined by Ultradent in its exclusive and sole discretion. Entries that include obscenities or objectionable material, that defame or invade the publicity or privacy rights of any person (living or deceased), or that otherwise infringe upon any third party’s personal or proprietary rights, as determined by Ultradent in its exclusive and sole discretion, will be disqualified. Notwithstanding anything else herein to the contrary, Ultradent reserves the right to determine, in its sole and exclusive discretion, what entries it will include in the Contest.

Ultradent employees and their immediate family members are ineligible. The term “immediate family members” includes spouses, grandparents, parents, siblings, children, and grandchildren.

## CONTEST TIME PERIOD

The Contest begins on July 1, 2021 at 12:01am Mountain Time and ends on June 30, 2022 at 11:59pm Mountain Time (the “Submission Time Period”). All entries must be received during the applicable month during the Submission Time Period to be eligible for that month’s prize. Ultradent is not responsible for lost, late, or misdirected entries, server unavailability, computer, or any other electronic malfunction. Ultradent reserves the right to extend or shorten the Contest in its sole discretion.

## WINNER SELECTION

One (1) winner will be randomly selected each month during the Submission Time Period from all eligible entries. The winner will be notified within seven (7) business days after the end of the applicable month by direct message on the winner’s applicable social media account. The winner must confirm acceptance of the prize by contacting Ultradent within no later than seventy-two hours (72) hours after the date on which Ultradent first notifies the winner. The winner must execute and return any required affidavit of eligibility, release of liability, publicity release, and/or prize acceptance form within ten (10) days of receipt of such documentation from Ultradent. In the event the winner cannot be contacted, does not confirm acceptance within seventy-two (72) hours, or does not timely sign and return any required documentation, then the winner shall forfeit the prize and another winner may be selected. Each Entrant is responsible for monitoring their social media account for prize notification. If a winner fails to comply with these Official Rules, that winner will be disqualified.

## PRIZE

Each qualified monthly winner will be provided with a prize to be determined by Ultradent in its sole and exclusive discretion. The prize is non-transferrable. No substitution or cash equivalent prize is permitted. Additional details regarding delivery of the prize will be communicated to the winner prior to receipt of the prize.

Payment of all federal, state, and local taxes associated with the receipt or use of any prize is solely the responsibility of the winner. The winner may be required to fully complete and submit an IRS Form W-9 for receipt of the prize.

## PUBLICITY

All photos, drawings, text, comments, Entrant information, entries, and any other content or information (collectively, the “Materials”) submitted by the Entrant to Ultradent in connection with the Contest shall become the sole and exclusive property of Ultradent. Ultradent shall have no obligation to preserve, return, or otherwise make available to Entrant or others any Materials.

By entering the Contest and submitting the Materials, the Entrant hereby (i) represents and warrants that it has obtained all consents and permissions required to provide the Materials, including, but not limited to, any information of third parties therein, to Ultradent, and for

Ultradent's collection, use and disclosure of such Materials; (ii) represents and warrants that it has all rights necessary to grant the foregoing rights and permissions to Ultradent and that no third party holds any rights, including copyright or right of privacy, in the Materials; (iii) releases Ultradent, and any of its associated or affiliated companies, directors, officers, agents, employees, customers and Ultradent's appointed advertising agencies, officers, directors, agents and employees, from all claims related to the Materials; and (iv) waives any right to royalties or other compensation for the rights granted herein or for any use of the Materials.

Ultradent may use, reproduce, edit, display, transmit, prepare derivative works of, modify, publish, and otherwise make use of Materials in any and all media, whether now known or hereinafter created, throughout the world and for any purpose, without compensation or additional consideration to Entrant of any kind, except where prohibited by law.

#### ADDITIONAL LIMITATIONS

Ultradent and its respective affiliates and subsidiary companies, agents, and representatives are not responsible for any typographical or other errors in the offer or administration of the Contest, including, but not limited to, errors in any printing or posting of these Official Rules, the selection and announcement of any winner, or the distribution of any prize. By entering the Contest, Entrants agree to waive any right to claim any ambiguity or error in these Official Rules, or the Contest itself. Failure to comply with these Official Rules or any Contest specific rules may result in the disqualification of the Entrant.

Ultradent reserves the right to terminate, suspend, or amend the Contest, without notice, and for any reason, including, without limitation, if Ultradent determines that the Contest cannot be conducted as planned or should a bug, tampering, or unauthorized intervention, technical failure or other cause corrupt the administration, security, fairness, or integrity of the Contest.

#### INDEMNIFICATION, LIMITATION OF LIABILITY, AND GOVERNING LAW

By entering the Contest, each Entrant agrees to indemnify, release, and hold harmless Ultradent and its affiliates and subsidiary companies, and all their respective officers, directors, employees, representatives, and agents from any liability, damages, losses, or injury resulting in whole or in part, directly or indirectly, in connection with (i) Entrant's participation in the Contest; (ii) Entrant's acceptance, use, or misuse of any prize that may be won; and/or (iii) Ultradent's use of the Materials (defined above) in any manner.

Ultradent is not responsible for the failure of any entry to be received due to computer failures of any kind, traffic congestion on the internet or at any website, telecommunications, network, electronic, telephone or mobile service outages, delays, busy signals, or any equipment malfunctions or other technical difficulties that may prevent Ultradent from receiving any entry submission.

Ultradent and its affiliates and subsidiary companies do not make any warranties, express or implied, as to the condition, fitness, or safety of the prize.

Neither Ultradent nor its affiliates and subsidiary companies, shall be liable for any warranty costs, damage, injury, or any other claims incurred as a result of the usage of a prize by the winner.

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of Entrant and Ultradent in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of the State of Utah, USA.