

# Smiles For Kitsap

## Program Official Rules

October 1, 2017 – December 15, 2017

### Description of the Program

The purpose of the Smiles For Kitsap Program (“Program”) is to support a local registered 501(c)(3) Non-Profit Organization (“Organization”) by providing a maximum cash gift in the amount of \$1500.00. During the Program Period (“Program Period”), Organizations are encouraged to post on Smiles For Kitsap App on [www.facebook.com.kitsapkidsdentistry](http://www.facebook.com.kitsapkidsdentistry), stories about their Organization and how this gift can benefit them and the people they help. This Program is open to any Organization that operates in Kitsap County, Washington at the time of entry and there is no requirement to be a patient at Kitsap Kid’s Dentistry. Voting will begin on October 1, 2017 and ends on December 15th, 2017. Votes can be cast on the Smiles For Kitsap App on the Kitsap Kid’s Dentistry Facebook page. The Organization with the most votes at the end of the Program Period will receive the gift in the form of a cashier’s check.

### Theme

The Smiles For Kitsap Program is intended to run once a year with a specific theme on what types of Organizations will be eligible to participate during each Program Period. The theme of this contest will be “Children”. Participating entries must be made by Organizations whose primary beneficiaries are those benefitting children in Kitsap County, Washington.

### Sponsor

Whenever you get a filling at Kitsap Kid’s Dentistry (“Sponsor”), you may actually be helping someone in need. The Program is called “Smiles For Kitsap” because we are raising the funds for the gift through filling/restorative procedures done at Kitsap Kid’s Dentistry. A goal amount of \$1500.00 has been set for each Program Period. During the Program Period, 100% of any cash or credit card payments made to Kitsap Kid’s Dentistry for a filling procedure will go toward the gift until the goal amount is reached. The winning group will receive all the money raised during the Program Period up to a maximum of \$1500.00.

### Disclaimer

To enter the Program, you must agree to these Official Rules (“Rules”). Therefore, please read the Rules prior to entry to ensure you understand and agree. You agree that submission of an entry in the Program constitutes agreement to these Rules. You may not submit an entry to the Program and are not eligible to receive the prizes described in the Rules, unless you agree to the Rules.

### Program Period

Entries can be submitted from 9:00 a.m October 1, 2017, to 5 p.m. December 15, 2017. On-line voting through the Facebook App will take place throughout the Program Period. Winner will be announced on December 18th, 2017.

### Who Can Enter

1. To be eligible to participate in this Program, the Organization must be a registered 501(c)(3) operating in Kitsap County, Washington at the time of entry. A maximum of one entry per Organization is allowed. If the Program winner is under age of 18, the prize will be awarded to custodial parent(s) or legal guardian(s).
2. Entries must be made by authorized representatives of the Organization.
3. Participating entries must be made by Organizations whose primary beneficiaries are those benefitting animals in Kitsap County, Washington.
4. Employees of the Sponsor, and any other program sponsor listed on the Sponsor web site, their affiliated companies, advertising and promotion agencies and their immediate family members are ineligible. The term “immediate family member” includes spouses, grandparents, parents, siblings, children, and grandchildren.
5. Organizations are only allowed to enter the Program once every six (6) months.

### How to Enter

1. No purchase or payment necessary to enter or win. A purchase or payment will not improve your chances of winning. All federal, state, local, and municipal laws and regulations apply. Void where prohibited.
2. Entries must be posted on the Smiles For Kitsap App on the Sponsor Facebook page at [www.facebook.com/kitsapkidsdentistry](http://www.facebook.com/kitsapkidsdentistry)
3. Entries must be in written format. A maximum of 300 characters is allowed for written entries.
4. Entrants are required to provide truthful information and Sponsor will reject and delete any entry that it discovers to be fraudulent.
5. Entries must provide the name of the Organization, the purpose of the Organization and how they intend to use the funds.
6. Entries must not contain any material that is libelous, defamatory, profane or obscene, as determined by Sponsor in its sole discretion.
7. Entries must not contain any material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.
8. Entries must not contain any material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the Entry is created.
9. Each entrant agrees not to submit any entry that infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligations, or otherwise violates applicable U.S. law. No music is allowed in the initial entry, but may be added to the winning entry at the discretion of the Sponsors.
10. Sponsor is not responsible for any problems with your entry, including technical failures related to computer, telephone, cable, and unavailable network or server connections, or other failures related to hardware, software or virus, or incomplete, late or misdirected entries.
11. All entries received that are mutilated, tampered with, illegible, or from ineligible entrants will be void. All entries become the property of the Sponsor and will not be acknowledged or returned.

### **Elimination**

Any false information provided within the context of the Program by any participant concerning identity, mailing address, telephone number, E-mail address, ownership of right or non-compliance with these Rules or the like may result in the immediate elimination of the participant from the Program. The Sponsor further reserves the right to disqualify any entry that it believes in its sole and unfettered discretion infringes upon or violates the rights of any third party, otherwise does not comply with these Rules, or violates U.S. or applicable state or local law.

### **Winner Selection**

1. The winner will be the Organization that receives the greatest number of valid votes from the public on the Smiles For Kitsap App on the Sponsor Facebook page by the end of the Program Period, and who satisfies all of the Rules.
2. Anyone with a valid Facebook account can vote; however, only one vote per Facebook account is allowed.
3. In the event of a tie, the Sponsor will choose the winner.
4. All decisions by the Sponsor are final.

### **Prizes**

1. One (1) grand prize will be awarded consisting of Cashier's Check with a maximum value of \$1500.00 made out in the name of the winning Organization.
2. The winning Organization will be required to verify their valid and good standing registration as a 501 (c)(3) Non-Profit Organization within 15 days of notification of winning the prize. Winner may forfeit any and all cash winnings if verification cannot or has not been made within 15 days. Upon proper verification, winnings will be awarded by cashier's check in person at Kitsap Kid's Dentistry, 1358 NE McWilliams Road, Washington, WA 98311.
3. The person(s) receiving the prize on behalf of the Organization must be an authorized representative of the Organization verified by a written authorization on company letterhead and a valid state I.D.
4. Income and other taxes, if any, are the sole responsibility of the winner.
5. Prizes are non-transferrable and will be awarded to the winner only.
6. Odds of winning depend on the number of entries received and votes received.

## **Winner Notification**

1. Winners will be notified via telephone, facebook, or e-mail using the information provided by the entrant. Winners must show picture identification to claim the prize. Sponsor reserves the right to examine additional identification and may choose to accept or deny awarding the prize based on the identification presented.
2. By participating in the Program, each participant and winner waives any and all claims of liability against the Sponsor, and their employees and agents, their respective employees and agents, for any personal injury or loss that may occur from the conduct of, or participation in, the Program, or from the use of any prize.
3. By claiming the prize, the winner authorizes the use, without additional compensation, of his/her/their name and/or likeness and/or voice/photograph and municipality of residence for promotion and/or advertising purposes in any manner and in any medium (including, without limitation, radio broadcasts; newspapers and other publications; television or film releases; slides; videotape; distribution over the Internet; and picture data storage) that Sponsor may deem appropriate.
4. In the event that a potential winner fails to respond within fifteen (15) days of notification, the potential winner will be disqualified and an alternate potential winner will be selected based on the order of voting results.
5. For a list of prize winners, send a separate, self-addressed, stamped envelope to Sponsor, 1358 NE McWilliams Road, Bremerton, Washington 98311.

## **Additional Rules**

1. The conduct of the Program is governed by the applicable laws of the United States of America and State of Washington, which take precedence over any rule to the contrary herein. Sponsor shall follow the applicable laws for conducting programs, including notice to the state attorney general or consumer affairs office, posting of a prize bond, furnishing lists of winners, running specific on-air disclaimers, providing specific written information about the Program, etc., as required by local and state law.
2. Facebook is in no way sponsoring, endorsing, administering, or associated in any way with this Program or the Sponsor.
3. Sponsor is not liable for any lost or stolen entries, prizes or Program information.
4. In case of a dispute as to the identity of an entrant using the Internet, the authorized account holder of the email address or Facebook account used to enter the Program at the time of entry will be considered the entrant.
5. By participating in the Program, participants agree to be bound by the decisions of Sponsor personnel. The Sponsor reserves the right to disqualify any participant or winner and may refuse to award any prize to a person who is ineligible or has violated any rule, gained unfair advantage in participating in the Program, or obtained winner status using fraudulent means. The Sponsor will interpret these Rules and resolve any disputes, conflicting claims or ambiguities concerning the Rules or the Program and Sponsor decisions concerning such disputes shall be final. If the conduct or outcome of the Program is affected by human error, any mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, intentional interference or any event beyond the control of the Sponsor, the Sponsor reserves the right to withdraw or terminate this Program without prior notice, or make such other decisions regarding the outcome as the Sponsor deems appropriate. All decisions will be made by the Sponsor and are final. The Sponsor may waive any of these Rules in their sole discretion.

## **Intellectual Property Rights**

1. By submitting any written entry, entrants thereby grant to Sponsor and their affiliates, subsidiaries, licensees and assigns, an irrevocable, perpetual and royalty-free right to use, reproduce, edit, display, transmit, prepare derivative works of, modify, publish and otherwise make use of the submitted work or other information in any and all media, whether now known or hereinafter created, throughout the world and for any purpose. In addition to other things, the rights granted to the Sponsor includes, but is not limited to, the right to resize, crop, censor, compress, edit, feature, caption, affix logos to, and to otherwise alter or make use of the submitted work.
2. By submitting an entry, entrants thereby represent and warrant that the submitted work or information does not and shall not infringe on any copyright, any rights of privacy or publicity of any person, or any other right of any third party, and the entrants the right to grant any and all rights and licenses granted to the Program Sponsors herein, including but not limited to, all necessary rights under copyright, free and clear of any claims or encumbrances.

3. By submitting an entry, entrants agree that the Program Sponsors shall have no obligation to post, display or otherwise make publicly available any work submitted by the entrant, and may, in their sole and unfettered discretion, remove, edit, modify or delete any work that the entrant submits.

4. By submitting an entry, entrants understand that they are providing information only to the Sponsor and not to Facebook or any other entity.

**Waiver of Liability and Agreement to Indemnify**

By submitting any written entry, each entrant, its, his, her or their heirs, successors and assigns thereby releases, forever discharges and covenants not to make a claim against or sue Sponsor, its Sponsors and their parents, Facebook, Shortstack, subsidiaries and affiliates, licensees, employees, officers, directors, representatives, successors and assigns, of and from all manner of action or actions, cause or causes of action, at law or in equity, suits, claims, demands, liability, loss, cost or expense, of any nature whatsoever, known or unknown, fixed or contingent, which entrant may have or hereafter have against the Sponsor by reason of any injuries or damages entrant may sustain, whether to entrant's person, property, reputation, or otherwise, as a result of, incident to, or related in any way to the entry, the Program, or the use, incorporation or exploitation of the entry for any purpose described herein. Entrant waives and forgoes the right to seek injunctive relief against anyone relating in any way to the entry, the Program, or the use, incorporation, or exploitation of the materials for any purpose described herein. Entrant agrees to indemnify and hold harmless the Sponsor from and against any liabilities, losses, claims, demands, costs (including, without limitation, reasonable attorneys' fees) and expenses arising in connection with any breach or alleged breach by me of any representation made in the entry or by virtue of submitting the entry.