

MERRY MAKEOVER CONTEST OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR TO WIN. A purchase will not increase your odds of winning. All federal, provincial, local and municipal laws and regulations apply. Void where prohibited.

SPONSORS. The Merry Makeover ("The Contest") is sponsored by Garden Dental & Orthodontics. ("Garden Dental"), and any additional sponsors as selected at the sole discretion of Garden Dental. Selection of winners and all other aspects of the Contest shall be final and binding on entrant in all respects. Garden Dental will not be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials relating to the Contest. If you have any questions regarding this Contest, please contact Garden Dental at 780-962-3414 or email merrymakeover@gardendental.ca.

ELIGIBILITY. The Contest is open to individuals 18 years or older at the time of entry and is only open to legal residents of Canada with a physical address in Spruce Grove, Stony Plain, Parkland County and Edmonton, Alberta. This Contest is void outside Canada, and where prohibited. Employees of Garden Dental and the immediate family members of, and any persons domiciled with such employees, are not eligible. Existing patients of Garden Dental who have already commenced a cosmetic dental treatment plan will not be eligible to enter.

ENTRY. The Contest begins at 12:00 p.m. Mountain Standard Time ("MST") on October 12, 2021 and all entries must be received by 11:59 p.m. MST on November 5, 2021.

Individuals can enter by visiting the official registration page at www.gardendental.ca (the "Website") and access the Official Entry Form. Individuals should complete the Official Entry form by following the instructions on the website. Entrant's computer must accept cookies, or any successor or similar technology, which may be used for the purpose of entry tracking. By entering, entrants agree to the terms of these Official Rules and to receive emails from Garden Dental or those directed to them. Entrants can opt-out of the receipt of such emails by following the directions on the Contest website or in any email received from Garden Dental. Each individual can enter only once. No one is permitted to submit an entry on behalf of another individual for any reason. Any entry must be submitted by entrant only and any entry submitted by an individual other than the subject will void such entry. In case of dispute as to the identity of an entrant, such entry will be declared made by the registered user of the email account, and if a prize is won, and such registered user is a valid entrant, the prize will be awarded to such registered user. Registered email account holder is the natural person who has been assigned an email address by an email provider. All online entries will be declared made by the registered user of the email address. Any questions regarding the number of entries submitted or the owner of an email account shall be determined by Garden Dental in its sole discretion, and Garden Dental reserves the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of the Contest.

A submitted photo must show the Entrant. If a submitted photo does not show the Entrant, Garden Dental has the right to disqualify the entry in question (at their sole discretion). Each successfully completed Contest entry form and the applicable photo/story upload will result in one (1) Contest entry. Limit one (1) entry per person. If an Entrant submits a photo (or story) that is not Theme-related, in Garden Dental's sole discretion, the entry will be disqualified. All entries become the property of Garden Dental and will not be returned or acknowledged. By submitting an entry, the Entrant agrees to receive emails from Garden Dental regarding the Contest. Garden Dental and Contest Sponsors will not be 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.

TIMING: The Contest will be defined by the following five (5) time periods:

- The **Submission Period** ("Submission Period") - 12:00:01 p.m. Mountain Standard Time ("MST") on October 12, 2021 through 11:59:59 p.m. MST on November 5, 2021.
- The **Selection Period** ("Selection Period") - 12:00:01 a.m. MST on November 6, 2021 through 11:59:59 p.m. MST on November 15, 2021.
- The **Semi-Finalist Treatment Consultation Period** ("Finalist Treatment Consultation Period") - 12:00:01 a.m. MST on November 16, 2021 through 11:59:59 p.m. MST on November 30, 2021.
- The **Public Voting Period** ("Public Voting Period") - 12:00:01 a.m. MST on December 2, 2021 through 11:59:59 p.m. MST on December 16, 2021.

- The **Judging Period** (“Judging Period”) - 12:00:01 a.m. MST on December 17, 2021 through 11:59:59 p.m. MST on December 19, 2021.
- The Sponsor’s database clock is the official time-keeping device for the Contest.

WINNER DETERMINATION/NOTIFICATION: Following the conclusion of the Submission Period, Garden Dental will commence the Selection Period, at which time 20 entries will be selected to move on to the next stage of the Contest, the Semi-Finalist Treatment Consultation Period. During the Semi-Finalist Treatment Consultation Period, Garden Dental will review each of the 20 Semi-Finalists’ entries. Garden Dental will contact each of the twenty (20) with instructions to complete a treatment consultation at the offices of Garden Dental. A Contest Semi-Finalist must complete the treatment consultation as instructed by Garden Dental during the Semi-Finalist Treatment Consultation Period or the Contest Semi-Finalist will be disqualified from the Contest. Only those Contest Semi-Finalists that have been contacted by Garden Dental will be eligible to win the Grand Prize. Of the twenty (20) Contest entries, Garden Dental will select ten (10) (based on the judging criteria listed below) and announce those ten entrants as Finalists for the Public Voting Period of the Contest. During this time, Garden Dental will make the ten (10) entries available for public voting on the Website. The general public will be invited to visit the Website and vote for the entry (or entries) that they find most deserving of the Grand Prize. Limit one (1) vote per person per registered email address. Garden Dental reserves the right, at its sole discretion, to disqualify any vote(s)/voter(s) deemed to be (a) tampering or attempting to tamper with the Voting process; (b) submitting more than the maximum number of votes allowed per day; or (c) violating these Official Rules in any way. In addition, voters are not allowed to use any voting board or voting forum to increase their vote total. Any Entrant suspected of using a voting board or voting forum may be subject to disqualification, in Garden Dental’s sole discretion.

At the end of the Public Voting Period, the three (3) Entrants that have accumulated the most votes will be considered the Contest Top 3 Finalists (“Contest Top 3 Finalists”). Only those Contest Top 3 Finalists that have been contacted by Garden Dental will be eligible to win the Grand Prize. Following the conclusion of the Public Voting Period, the Sponsor will commence the Judging Period of the Contest. During the Judging Period, each Contest Top 3 Finalist entry will be reviewed by a panel of judges appointed by Garden Dental. Each Contest Top 3 Finalist entry will be judged based on the clear relationship between the submission and the following criteria:

- Compelling story (50%)
- Treatment plan from Semi-Finalist Treatment Consultation Period (50%)

One (1) Grand Prize Winner will be determined based on the judges’ scoring/ranking according to the aforementioned criteria. All decisions of Garden Dental (and appointed judge(s)) are final and binding. The potential Grand Prize Winner will be contacted and qualified (via telephone) by the Administrator on or about December 20, 2021. The confirmed Grand Prize Winner will be announced at the Website and through Garden Dental’s social media channels on or about December 20, 2021.

PRIZES AND ODDS. One Grand Prize Winner will receive a "Smile Makeover" treatment with an approximate retail value (“ARV”) of \$3,000 - \$15,000. Odds of winning will vary depending on the number of eligible Entries received. Grand Prize Winner will be announced on or about NDecember 20, 2021 and may receive one or more of the following services: restorative dentistry, periodontal therapy, endodontic therapy, implant dentistry, oral surgery, tooth whitening or other applicable services. Orthodontic treatment is not included in the treatment. Prizes have no cash value and cannot be transferred, redeemed for cash or substituted by winner. Garden Dental reserves the right in its sole and absolute discretion to award a substitute prize of equal or greater value if a prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The maximum ARV of the prize represents Garden Dental's good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the prize turns out to be less than the stated ARV, the difference will not be awarded in cash. Garden Dental makes no representation or warranty concerning the appearance, safety or performance of any prize awarded. The dentistry provided will be in the smile zone, the exact number of teeth treated to be determined by Garden Dental. All other expenses associated with prize acceptance and execution not mentioned herein, including but not limited to transportation to and from appointments, are the sole responsibility of the Grand Prize Winner. No substitution or transfer of prize will be permitted unless by Garden Dental, who reserves the right at its sole discretion to substitute the prize with another prize of equal or greater value.

WINNER NOTIFICATION AND ACCEPTANCE. Semi-Finalists, Finalists and Grand Prize Winner will be notified by phone or email. If a potential winner does not respond to notification (with all requested information) within three (3) days, such potential winner will be disqualified and an alternate winner selected. Forfeiture of prize and the selection of an alternate (provided sufficient eligible entries are received) winner may result from any of the following: entrant: (1) fails to respond to a notification (with all requested information) within the required time; (2) is sent an email notification that is returned as undeliverable after three (3) attempts; (3) fails to complete and return a required Affidavit of Eligibility and Liability and Publicity Release (and any other documents, if requested) within the required time; (4) is sent a prize notification/documentation that is returned as undeliverable for any reason; (5) is deemed ineligible or cannot be notified or contacted; (6) is unable to provide satisfactory proof that he/she is the authorized account holder of the email address (7) is not available to have procedures performed on the dates and times specified by Garden Dental; or (8) fails to respond to any other required time periods or is otherwise not in compliance with the Official Rules;

By accepting a Grand Prize, the Grand Prize Winner understand and agree that their Prize can be automatically revoked by Garden Dental, in their sole discretion, if any of the following actions take place:

- A Grand Prize Winner failing to show up for appointments.
- A Grand Prize Winner canceling appointments more than once.
- A Grand Prize Winner canceling appointments without 48 hour notice.
- A Grand Prize Winner not maintaining contact with Garden Dental.
- A Grand Prize Winner's misconduct towards dental office staff.

Winners are solely responsible for reporting and payment of any taxes on prizes. Winner 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 an Affidavit of Eligibility and a Liability and Publicity Release, which must be returned within five (5) days following the date of first attempted notification. Prizes not won and claimed by eligible winners in accordance with these Official Rules will not be awarded.

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

COPYRIGHT. By entering the Contest, each entrant grants to Garden 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. By accepting a Grand Prize, where permitted by law, the Grand Prize Winners grant to the Released Parties and those acting pursuant to the authority of Garden Dental and the Released Parties (which grant will be confirmed in writing upon Garden Dental's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time a Winner's full name, portrait, picture (including before, during and after photographs), video, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification.

ENTRY REQUIREMENTS AND RESTRICTIONS: Once submitted, an entry cannot be deleted, canceled or modified. The Entrant is responsible for all costs associated with uploading the photo. In the event that more than one of the same photo is submitted, only the first submission received shall be accepted. In order to be eligible, entries must actually be received by Garden Dental during the Submission Period. Entries received by Garden Dental before the start of the Submission Period or after the end of the Submission Period are VOID. Proof of submitting a Contest registration form or photo will not be deemed by Garden Dental to constitute proof of actual receipt of an entry. Those who do not follow all of the instructions, do not provide the required information in their entry form, or do not abide by these Official Rules or other

instructions of Garden Dental may be disqualified. Your submission of an entry constitutes your representation of eligibility, consent to participate in Contest and consent for Garden Dental to obtain, use, and transfer your name, address, photograph and other information for the purpose of Contest administration.

Photo entries may not contain any image or depiction of the following: (i) materials which include or constitute trademarks, trade names or copyrighted works created or owned by any person or entity other than Entrant or for which the Entrant has obtained owner's written permission to use (Garden Dental's discretion); (ii) materials bearing profanities, or bearing the name or likeness of any celebrity, living or dead; (iii) materials which contain visible identifiable or potentially identifiable information, including but not limited to, phone numbers, website links, street addresses, email addresses or license plate numbers; (iv) inappropriate behavior for a general audience; (v) any depiction of real or simulated sexual acts; (vi) violence in any form; (vii) materials which violate anyone's reasonable privacy expectations, violate any known agreement, or which are defamatory in nature; (viii) materials which are derogatory to Garden Dental, or any affiliated entity or person; (ix) materials which are discriminatory based on race, religion, national origin, physical disability, age, sex, or sexual orientation or preference; (x) materials in which any person identifiably appears unless Entrant has obtained an appropriate written release from such person granting all rights required herein; and, (xi) materials which do not comply with all other requirements in these Official Rules. Photo entries that do not conform to these guidelines will be disqualified. Garden Dental reserves the right to reject or disqualify any entry which Garden Dental, in its sole and absolute discretion, determines to be inconsistent with the letter or spirit of the Official Rules or potentially damaging to its, the Contest's, or another's image or reputation.

LIMITATIONS OF LIABILITY. By entering the Contest, entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with the Contest, 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 Contest, 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 GARDEN 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 CONTEST OR PARTICIPATION IN ANY CONTEST OR PRIZE RELATED ACTIVITY.

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 Garden Dental, shall be governed by, and construed in accordance with the laws of Alberta 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.

GENERAL CONDITIONS: If for any reason the operation or administration of this Contest is impaired or incapable of running as planned for any reason, including but not limited to: (a) infection by computer virus, bugs, (b) tampering, unauthorized intervention, (c) fraud, (d) technical failures, or (e) any other causes of Garden Dental which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Garden Dental reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest in whole or in part, at any time, without notice and award the applicable Prizes (defined below) using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Garden Dental reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Contest or Garden Dental's Website; or (b) acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, GARDEN DENTAL RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

Failure by Garden Dental to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

GENERAL RELEASE. By entering the Contest, entrants release Garden Dental and any other promotional sponsors, 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 Contest 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).

SOCIAL MEDIA DISCLAIMER: Entrants should understand that they are providing their information to Garden Dental and not to Facebook, Instagram or any other social media platform used to promote the Contest. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram or any other social media platform.