

## CDA Presents Anaheim 2016 - TDIC Sweepstakes

### Official Rules

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.** Void outside the fifty (50) United States (including the District of Columbia), and where prohibited by law. Subject to all federal, state and local laws, regulations, and ordinances. Sweepstakes starts at 9:30 a.m. PST on May 12, 2016 and ends on May 14, 2016 at 4:30 p.m. PST (the "Sweepstakes Period"). Sponsor's computer is the official time keeping device for this Sweepstakes.

**1. Eligibility:** CDA Presents Anaheim 2016- TDIC Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia, who are at least the age of majority in their respective jurisdictions of primary residence. Employees, officers, directors, trustees and vendors of the California Dental Association ("Sponsor") and its affiliates and their immediate families are not eligible to participate. Participation constitutes entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. Sponsor reserves the right to verify the eligibility of winners.

**2. Sponsor:**

The Dentists Insurance Company  
1201 K Street, 17<sup>th</sup> Floor  
Sacramento, CA 95814

**3. How to Enter Daily Sweepstakes:** During the Sweepstakes Period, during CDA Presents Anaheim 2016 Exhibit Hall Hours, go to the TDIC booth (#1107) at the Member Benefits Center located in the Anaheim Convention Center at 800 W. Katella Ave., Anaheim, CA 92802 . An eligible individual may also enter by emailing Sponsor during the Sweepstakes Period, during CDA Presents Anaheim 2016 Exhibit Hall Hours, at [tdicgiveaways@cda.org](mailto:tdicgiveaways@cda.org) RE: CDA Presents Anaheim 2016 - TDIC Daily Sweepstakes. Specific information to be included in entry email: individual's first and last name, phone number, professional status (Dentist, Dental Office Staff, Dental Student, etc.) and e-mail address. Limit: one entry per person per drawing. You must provide all required information to be eligible to enter and win. All potential winners are subject to verification before any prize will be awarded. Normal internet access, phone, and usage charges imposed by your online or phone service may apply. Bulk, automated and/or third party entries are prohibited and will be disqualified. Any attempt by any participant to obtain more than the stated number of plays and/or entries by using multiple and/or different identities, forms, or any other methods will void that participant's plays and/or entries, and that participant may be disqualified at Sponsor's discretion.

Sponsor and Sponsor's agents, affiliates, subsidiaries, representatives or service providers may use entrants' and/or referrals' personal information submitted with entry for purposes of prize fulfillment and/or to update the membership database maintained by Sponsor.

**4. Selection of Winners for Daily Prizes:** On May 12, 2016, May 13, 2016 and May 14, 2016 Sponsor will select two (2) potential prize winners in a random drawing from among all entries received on

that day. The odds of winning are based on the number of eligible entries received per drawing. The potential winner(s) will be notified by email on the day of the drawing. Except where legally prohibited, the potential winner must sign and return, within seven (7) days of being notified, an Affidavit of Eligibility, Liability & Publicity Release and IRS Form W-9 in order to claim his/her prize. If a potential winner cannot be contacted in person or via email after the first attempt to contact him/her, or if he/she fails to sign and return the Affidavit of Eligibility, Liability & Publicity Release and IRS W-9 Form within the required time period, or in the event that a potential winner is disqualified for any reason, Sponsor will award the prize to an alternate winner selected by a random drawing from among all remaining eligible entries. Only two (2) alternate drawings will be held, after which the prize will remain un-awarded.

Verification of Potential Winners: potential WINNER(S) IS/ARE subject to verification by Sponsor, whose decisions are final AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. An entrant is not a winner of a prize unless and until entrant's eligibility HAS been verified and entrant has been notified that verification is complete.

#### **4. Daily Prizes:**

**May 12, 2016 Drawing-** Two (2) Prizes will be awarded. The prize consists of one (1) Amazon gift card. |

**May 13, 2016 Drawing-** Two (2) Prizes will be awarded. The prize consists of one (1) Amazon gift card.

**May 14, 2016 Drawing-** Two (2) Prizes will be awarded. The prize consists of one (1) Amazon gift card.

The approximate retail value of each Prize is five hundred dollars (\$500.00).

**5. How to Enter Grand Prize Sweepstakes:** During the Sweepstakes Period, during CDA Presents Anaheim 2016 Exhibit Hall Hours, go to the TDIC booth (#1107) at the Member Benefits Center located in the Anaheim Convention Center at 800 W Katella Ave, Anaheim, CA 92802 and have your CDA Presents Anaheim 2016 Badge scanned by a sales agent. An eligible individual may also enter by emailing Sponsor during the Sweepstakes Period, during CDA Presents Anaheim 2016 Exhibit Hall Hours, at [tdicgiveaways@cda.org](mailto:tdicgiveaways@cda.org) RE: CDA Presents Anaheim 2016 - TDIC Grand Prize Sweepstakes. Specific information to be included in entry email: individual's first and last name, phone number, professional status (Dentist, Dental Office Staff, Dental Student, etc.) and e-mail address. Limit: one entry per person. You must provide all required information to be eligible to enter and win. All potential winners are subject to verification before any prize will be awarded. Normal internet access, phone, and usage charges imposed by your online or phone service may apply. Bulk, automated and/or third party entries are prohibited and will be disqualified. Any attempt by any participant to obtain more than the stated number of plays and/or entries by using multiple and/or different identities, forms, or any other methods will void that participant's plays and/or entries, and that participant may be disqualified at Sponsor's discretion. Sponsor and Sponsor's agents, affiliates, subsidiaries, representatives or service providers may use entrants' and/or referrals' personal information submitted with entry for purposes of prize fulfillment and/or to update the membership database maintained by Sponsor.

**6. Selection of Grand Prize Winner:** On May 16, 2016, Sponsor will select one (1) potential prizewinner in a random drawing from among all entries received during the Sweepstakes Period. The odds of winning are based on the number of eligible entries received during the Sweepstakes Period. The potential winner will be notified by email on the day of the drawing. Except where legally prohibited, the potential winner must sign and return, within seven (7) days of being notified, an Affidavit of Eligibility, Liability & Publicity Release and IRS Form W-9 in order to claim his/her prize. If a potential winner cannot be contacted in person or via email after the first attempt to contact him/her, or if he/she fails to sign and return the Affidavit of Eligibility, Liability & Publicity Release and IRS W-9 Form within the required time period, or in the event that a potential winner is disqualified for any reason, Sponsor will award the prize to an alternate winner selected by a random drawing from among all remaining eligible entries. Only two (2) alternate drawings will be held, after which the prize will remain un-awarded.

Verification of Potential Winner: potential WINNER IS subject to verification by Sponsor, whose decisions are final AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. An entrant is not a winner of a prize unless and until entrant's eligibility HAS been verified and entrant has been notified that verification is complete.

## **7. Grand Prize:**

One (1) Grand Prize will be awarded.  
The prize consists of a \$2,500 Fairmont Vacation of Choice (5 Days / 4 Nights in a Jr. suite of choice of Fairmont Destination) and one (1) \$1,500 VISA Card.

**The grand prize is secured through Pacific Auction House** – Steve Godfryd, located at 1970 5<sup>th</sup> Street, Davis, CA 95616. Upon selection of the Grand Prize winner, Steve Godfryd will contact the winner to arrange travel details.

The approximate retail value of the Grand Prize is five-thousand dollars (\$4,000.00).

**8. Prize Restrictions:** Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of a prize not specifically stated herein are the sole responsibility of the individual prizewinner. Sponsor will not replace any lost or stolen prize. A prize cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsor reserves the right to make equivalent prize substitutions at its discretion if an advertised prize (or portion of prize) is unavailable.

**9. General Conditions:** WARNING: ANY ATTEMPT TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Neither Sponsor nor anyone acting on its behalf will enter into any communications with any entrant regarding this Sweepstakes, except as expressly set forth in these Official Rules. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, and/or the legitimate operation of the Sweepstakes; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. Sponsor and its agents are not responsible for (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, provided that if it is not possible to award another entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for the prize offered herein. If, for any reason, the Sweepstakes is not capable of running as planned due to causes beyond the control of Sponsor, which corrupt or affect the operation, administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor may, in its sole discretion, void any suspect entries and (a) cancel or terminate the Sweepstakes (or any portion thereof) and award the offered prize at random from among the eligible, non-suspect entries received up to the time of the impairment or (b) modify or suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules.

**10. Release and Limitations of Liability:** BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS AGREE THAT SPONSOR AND ITS AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, ADVERTISING, PUBLIC RELATIONS, PROMOTIONAL, FULFILLMENT AND MARKETING AGENCIES, WEB SITE PROVIDERS, WEB MASTERS, AND THEIR RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS (THE "RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, OR PARTICIPATION IN THIS SWEEPSTAKES OR IN ANY SWEEPSTAKES RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM. BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANTS AGREE THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**11. Publicity.** EXCEPT WHERE PROHIBITED BY LAW, WINNER GRANTS TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR), ITS SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTIONAL AGENCIES, AND THOSE ACTING PURSUANT TO ITS AUTHORITY, THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE WORLD WIDE WEB, AT ANY TIME OR TIMES, THE WINNER'S NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, AND BIOGRAPHICAL INFORMATION FOR ADVERTISING, TRADE, AND SWEEPSTAKESAL PURPOSES WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION. ENTRANTS AGREE THAT SPONSOR SHALL OWN THE ENTRIES, WHICH WILL NOT BE ACKNOWLEDGED OR RETURNED, AND THAT SPONSOR AND ITS DESIGNEES SHALL HAVE THE PERPETUAL, WORLDWIDE RIGHT TO EDIT, PUBLISH, AND USE THE ENTRIES IN ANY WAY AND IN ANY MEDIA FOR TRADE, ADVERTISING, PROMOTIONAL, AND/OR OTHER PURPOSES AS SPONSOR AND/OR ITS DESIGNEES MAY DETERMINE WITHOUT FURTHER CONSIDERATION TO ENTRANTS OR ANY THIRD PARTY.

**12. Disputes.** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of California or the appropriate State Court located in Sacramento County, California; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules, which would cause

the application of the laws of any jurisdiction other than the State of California.

**13. Privacy:** Information collected from entrants is subject to the Sponsor's Privacy Policy, which can be found at [cda.org](http://cda.org).

**14. Official Rules and Winners List:** For a copy of the Official Rules and/or a listing of the prizewinner, available for 90 days after verification of the prizewinner, visit [tdinsurance.com/ANA16contest](http://tdinsurance.com/ANA16contest).

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