Student Networking Event Scratchers Giveaway Official Rules

THIS PROMOTION IS FOR THE PURPOSE OF SOLICITING SALES OF INSURANCE PRODUCTS. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED, OR ADMINISTERED BY, OR ASSOCIATED WITH, STARBUCKS CORPORATION, APPLE INC., OR AMAZON.COM, INC. Void where prohibited by law. Subject to all federal, state and local laws, regulations, and ordinances. Promotion begins on May 13, 2016 at 6:00 p.m. Pacific Time ("PT") and ends on May 13, 2016 at 9:59 p.m. PT (the "Promotion Period"). Sponsor's computer is the official time keeping device for this Promotion.

- 1. Eligibility: To participate in the Networking Event Scratchers Giveaway (the "Promotion"), you must be a current student member of the California Dental Association ("CDA") and attend the Student Networking Event on May 13, 2016 at the 2016 CDA Presents show in Anaheim, California during the Promotion Period. You must also be at least the age of majority in your jurisdiction of primary residence at the time the prize is received and a legal resident of the fifty (50) United States or the District of Columbia. Participation constitutes participant'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 Promotion. 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 ("TDIC"), 1201 K Street, Sacramento, California, 95814. TDIC offers a package of insurance plans for dentists, including professional and dental business liability, commercial property, workers' compensation, and employment practices liability.
- **3. How to Win**: During the Promotion Period, be one of the first 255 attendees to the 2016 CDA Presents Student Networking Event on May 13, 2016 at Anaheim Convention Center at 800 W Katella Ave, Anaheim, CA 92802 and be in possession of an official scratcher ticket. Official scratcher tickets will be distributed by an employee of TDIC during the Promotional Period to the first 255 attendees at the Anaheim Convention Center location referenced above. If there are less than 255 attendees at the event, an employee of TDIC will distribute the remaining scratcher tickets (up to 255 total) to attendees at such employee's sole discretion. Attendees must be in possession of an official scratcher ticket in order to receive a Prize. No Prize will be awarded without an official scratcher ticket. TDIC is not responsible for lost or stolen official scratcher tickets.

-

4. Prizes: - The first level is based on matching 3 items on any combination of official scratcher tickets: five (5) \$100 Amazon gift cards (approximate retail value is \$100 each); one hundred (100) \$5 Starbucks® cards (approximate retail value is \$5 each); fifty (50) TDIC tumblers (approximate retail value is \$20 each) and fifty (50) TDIC "goody" bags (USB, stylus pen, and water bottle) (approximate retail value is \$20 each). The odds of winning each prize are as follows: for the \$100 Amazon gift card (5/255); for the \$5 Starbucks® card (100/255); for the TDIC tumbler (50/255); and for the TDIC "goody" bag (100/255)). Recipients of a prize may request, and will, upon such request, be given evidence, which shows that the prize matches the prize, which was randomly (or otherwise) selected for that recipient.

Verification of Potential Participants: POTENTIAL PARTICIPANT(S) IS/ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT ENTITLED TO A PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

- **5. Prize Restrictions:** Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of the prize not specifically stated herein are the sole responsibility of the individual prize winner. Sponsor will not replace any lost or stolen prize. Prize cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsor reserves the right to make equivalent prize substitutions at its discretion if advertised prize (or portion of prize) is unavailable.
- 6. General Conditions: WARNING: ANY ATTEMPT TO UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION 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 Promotion, 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 Promotion; 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 Promotion; (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 Promotion; (4) technical or human error which may occur in the administration of the Promotion 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 Promotion or receipt or use or misuse of any prize. If, for any reason, the Promotion 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 Promotion, Sponsor may, in its sole discretion, void any suspect entries and (a) cancel or terminate the Promotion (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 Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Official Rules.
- 7. Release and Limitations of Liability: BY PARTICIPATING IN THIS PROMOTION, 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 PROMOTION OR IN ANY PROMOTION 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 PROMOTION, 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 PROMOTION, 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.

- **8. Publicity.** EXCEPT WHERE PROHIBITED BY LAW, EACH PARTICIPANT GRANTS TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR), ITS SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTION 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 PARTICIPANT'S NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, AND BIOGRAPHICAL INFORMATION FOR ADVERTISING, TRADE, AND PROMOTIONAL 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.
- **9. Disputes.** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion 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 Promotion, 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 Promotion, 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.
- **10. Privacy**: Information collected from entrants is subject to the Sponsor's Privacy Policy, which can be found at http://www.tdicinsurance.com.
- **11. Official Rules and Winners List:** For a copy of the Official Rules and/or a listing of the prize winners, available for 90 days after verification of the prize winner, visit

tdicinsurance.com/ANA16scratchers.

The California Dental Association shall not be liable for technical, pictorial, typographical or editorial errors or omissions contained herein. Copyright ©2016 The Dentists Insurance Company. All rights reserved. All logos and trademarks used herein are trademarks of their respective owners in the United States and/or other countries. All rights reserved.