

## OFFICIAL TERMS & CONDITIONS

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF BEING SELECTED.**

**OPEN ONLY TO ELIGIBLE LEGAL RESIDENTS OF THE UNITED STATES OF AMERICA, WHO RESIDE IN OR NEAR OKLAHOMA COUNTY, OKLAHOMA, AND WHO ARE AT LEAST 18 YEARS OLD AS OF DATE OF APPLYING, OR BY A PARENT APPLYING ON BEHALF OF THEIR CHILD. THIS PROGRAM IS VOID WHERE PROHIBITED.**

**READ THESE OFFICIAL TERMS & CONDITIONS CAREFULLY AS YOU WILL BE BOUND BY THEM.**

**1. ELIGIBILITY:** The “OKC Online Scavenger Hunt” (“Program”) is open only to legal residents of the United States of America, who reside in or near Oklahoma County, OK, and who are at least eighteen (18) years old as of the date of application, or by a parent applying on behalf of their child. Officers, directors and employees (and members of their household or immediate family, i.e., spouse, parent, child, sibling, grandparent, the “steps” of each and members of each of their households) of Oral Surgery Specialists of Oklahoma (“Sponsor”), Sponsor and each of their respective affiliates, subsidiaries, promotion, marketing, advertising, digital and web design agencies (collectively, “Program Entities”) and other individuals or entities associated with the creation, administration, implementation and execution of this Program are ineligible to apply. In order to maintain eligibility throughout the Program, a Participant must abide by these Official Terms & Conditions and maintain appropriate decorum befitting the reputation and values of Sponsor and must not otherwise engage in any conduct which would embarrass Sponsor or bring Sponsor into public disrepute or ridicule, or which would insult or offend the public or any segment thereof.

**2. HOW TO APPLY:** Between 5/11/2020 at 12:00 A.M., CDT and 6/14/2020 at 11:59 P.M., CDT (“Submission Period”), a Participant must follow the instructions to complete the required submission information, including his/her name, valid email address, telephone, and city and state of residence. Additionally, at such time, a Participant must then follow the instructions to submit the required responses (“Responses”) as further described in Section 3 below (collectively, the “Submission”). If desired, applications can be submitted by visiting the Sponsor’s location, filling out a paper form, and returning it to Sponsor in person or by mail to Oral Surgery Specialists of Oklahoma at 4320 McAuley Blvd Oklahoma City, OK 73120 by 6/14/2020 at 11:59 P.M., CDT.

**Limit:** Only one complete (1) Submission per Participant during the Program regardless of the email address used. Submissions received from any person, email address or household in excess of the stated limit will be void. Participants may only use one (1) email address to complete their submission for the Program.

**NOTE:** Once a Submission has been completed, it may not be deleted, edited or modified. All Submissions become the property of the Sponsor and will not be returned.

**3. SUBMISSION REQUIREMENTS:** In order to be eligible to participate in the Program, a Participant must complete the submission form including answering questions correctly and respond to the required questions.

**NOTE:** Participants understand and acknowledge that Sponsor, in their sole discretion, after its good faith consideration and review of a Submission in its totality, reserve the right to accept, edit, modify or reject a Submission. Additionally, Sponsor reserves the right at any time during the Program and thereafter to disqualify any Submission that Sponsor determines, in their sole discretion, does not comply with these Official Terms & Conditions or otherwise contains, or uses, prohibited or inappropriate content, and, the Participant may also be disqualified from participation in the Program.

**4. PROGRAM EVALUATION, SELECTION & VERIFICATION PROCESS:** Only Submissions from eligible Participants as defined in Section 1 above whose Submissions are in compliance with Section 3 will be included for selection as stated herein. The Program will consist of one (1) round of evaluation. Evaluators may be referred to herein collectively as "Program Evaluators".

**(A) EVALUATION PERIOD:** All eligible Entries received by Sponsor by 6/14/2020 at 11:59 P.M., CDT will be eligible for the randomized selection of the final Recipients. The Recipients will be chosen using an automated electronic randomizer.

The name of the potential recipients will be determined on or about 6/30/2020 and Sponsor will notify the potential Recipients either by email and/or telephone at such time. The selection of the Sponsor shall be final and binding in all matters pertaining to the selection process.

**5. OBTAINING THE PRIZE:** The Recipients must coordinate picking up the prize at the Sponsor's practice location within two weeks of notification that they have won. If the prize is not picked up within two weeks, the Sponsor can dispose of the prize or give it to another Participant.

#### **6. RESPONSIBILITIES OF ENTRANT:**

**(A) REPRESENTATIONS/WARRANTIES AS CONDITIONS OF ENTRY/PARTICIPATION IN PROGRAM:** By participating in this Program, an Participant represents and warrants that: (i) she/he is of the legal capacity to participate in this Program; (ii) she/he owns all rights and title to his/her Submission and the Submission is solely his/her own original work; (iii) the Submission does not infringe the intellectual property, privacy, publicity rights or any other legal or moral rights of any third party. Additionally, an Participant represents and warrants that throughout his/her

participation in this Program, she/he will conduct himself/herself in an appropriate manner and not engage in any behavior or manner that would embarrass Sponsor, Program Entities or reflect negatively on Sponsor's practice, service or products.

**(B) GRANTS/WAIVERS:** By completing a Submission, the Participant assigns to Sponsor, their affiliates, legal representatives, assigns, agents and licensees an irrevocable, exclusive, unlimited, unconditional, royalty-free fully paid up and perpetual license to copy, transmit, publish, post, broadcast, display, adapt, exhibit, reproduce, encode, store and/or otherwise use, reuse or not use his Submission or any portion of the Submission, as submitted or as edited/modified in any way by the said licensees, in their sole discretion in the Program in any and all media without limitation, worldwide and throughout perpetuity, without additional compensation, notice to or approval from the Participant. Participant understands and agrees that although she/he has granted the above stated license to use or reuse his Submission or any portion thereof as stated hereinabove, Sponsor in its sole discretion, may elect not to so use said Submission. THE PARTICIPANT REPRESENTS, UNDERSTANDS, AND ACKNOWLEDGES THAT SHE/HE WILL NOT BE PAID FOR OR RECEIVE ANY FORM OF COMPENSATION OR ROYALTY IN EXCHANGE FOR GRANTING SPONSOR THESE RIGHTS OR FOR ANY SUBSEQUENT USE OF SUCH SUBMISSION OR ANY PORTION THEREOF BY SPONSOR OTHER THAN ANY GIFT/PRIZE SHE/HE MAY BE RANDOMLY SELECTED TO RECEIVE HEREIN. The Participant waives all intellectual property rights, privacy/publicity rights or other legal or moral rights that might limit or preclude Sponsor's use of the Submission.

**(C) INDEMNIFICATION/RELEASE:** By completing a Submission, the Participant agrees to indemnify and hold harmless the Program Entities from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements) brought or asserted by any third party against any of them due to, or arising out of, the Submission or his/her conduct in creating the Submission or other actions in connection with this Program, including, but not limited to, claims for trademark infringement, copyright infringement, work product, violation of an individual's right of publicity or right of privacy, or defamation. The Participant further agrees to release and hold harmless the Program Entities from any and all claims that any advertising subsequently produced, presented and/or prepared by or on behalf of Sponsor infringes his/her rights with regard to the Submission and/or any portion thereof.

**7. INTERNET/LIMITATIONS OF LIABILITY:** No liability or responsibility is assumed by Sponsor or Program Entities resulting from an individual's participation in or attempt to participate in the Program. The Program Entities are not responsible for interrupted or unavailable network server or other connections; for miscommunications; failed telephone or computer transmissions; for jumbled, scrambled or misdirected entries or transmissions; for phone, electrical, network, computer hardware or software or program malfunctions, failures or difficulties; for other errors, omissions, interruptions or deletions of any kind, whether human, mechanical or electronic; or for any damage to

any person's computer related to participating in the Program. The Program Entities are not responsible for incorrect or inaccurate information, whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Program; or for any technical or human errors that may occur in the processing of any information in the Program. Persons found tampering with or abusing any aspect of the Program, as solely determined by Sponsor, may be disqualified and may be subject to prosecution. Any person attempting to apply using multiple email addresses, multiple identities or any other device or artifice to apply multiple times or to interfere with the proper play of the Program may be disqualified from participation in the Program. Additionally, any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Program will void any attempted participation effected by such methods and may lead to the disqualification of the individual utilizing the same. Sponsor reserves the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Program, to be acting in violation of these Official Terms & Conditions or to be acting with the intent to disrupt the intended operation of the Program. If Sponsor, in their sole discretion, determines that the Program is not or may not be capable of running as intended because of viruses, bugs, non-authorized human intervention, an insufficient number of Participants or the Recipients not being in compliance with these Official Terms & Conditions, or any other causes that corrupt or interfere or may corrupt or interfere with the administration, security, fairness or proper play and/or intended execution of the Program, Sponsor reserves the right, in its sole discretion, to modify, suspend, cancel or terminate the Program and proceed in a manner deemed fair and appropriate by Sponsor.

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

**8. PRIVACY POLICY:** Any personally identifiable information collected during an Participant's submission in this Program will be collected by Sponsor or their representative and used by Sponsor for purposes of the proper administration and fulfillment of the Program as described in these Official Terms & Conditions and in accordance with the requirements the Health Insurance Portability and Accountability Act.

**9. PUBLICITY RIGHTS:** By participating in this Program, an Participant agrees to allow Sponsor's designees the perpetual right to use his/her name, biographical information, photos and/or likeness, videos and statements for Program, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, worldwide, including, but not limited to, on the World Wide Web and Internet, without notice, review, or approval and without additional compensation except where prohibited by law.

**10. RELEASE:** By participating in this Program, each Participant releases and agrees to indemnify and hold harmless Program Entities from and against any and all costs, claims, damages (including without limitation, any special, incidental or consequential damages) or any other injury, whether due to negligence or otherwise, to person(s) or property (including, without limitation, death or violation of any personal rights, such as violation of right of publicity/privacy, libel or slander), due in whole or in part, directly or indirectly, to participation in the Program, or arising out of participation in any Program-related activity whether hosted or provided by Sponsor or a third party.

**11. DISPUTE RESOLUTION:** Except where prohibited, by participating in the Program, an Participant agrees that: (a) except as otherwise specifically set forth in these Official Terms & Conditions, any action arising out of or relating to these Official Terms & Conditions or the rights and obligations of any Participant and/or Sponsor shall be filed exclusively in the United States District Court for the Western District of Oklahoma, Oklahoma County District Court, or the appropriate Oklahoma State Court located in Oklahoma County, OK; and Participant hereby consents and submits to the personal jurisdiction of such court for the purposes of litigating any such action, and any right to a trial by jury is hereby waived; (b) any and all disputes, claims and causes of action arising out of or connected with these Official Terms & Conditions, and/or the rights and obligations of any Participant and/or Sponsor, shall be resolved individually, without resort to any form of class action; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred and in no event will Participant be entitled to receive attorneys' fees or other legal costs; (d) under no circumstances will Participant be permitted to obtain injunctive or other equitable relief and Participant's sole remedy will be an action at law for damages to the extent allowed by sub-paragraphs (c) and (e) of this Section 11; and (e) under no circumstances will Participant be permitted, and Participant hereby waives all rights, to: (i) claim punitive, exemplary, special, incidental, indirect and consequential damages and any other damages (whether due to negligence or otherwise), other than for actual out-of-pocket costs described in (c) above; and (ii) have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Terms & Conditions, or the rights and obligations of any Participant and/or Sponsor, shall be governed by and construed in accordance with the laws of the state of Oklahoma without giving effect or regard to any principles or doctrines of conflicts of law of the state Oklahoma or any other jurisdiction. If any provision or provisions of these Official Terms & Conditions shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**12. GENERAL:** Each Participant waives any right to claim ambiguity in these Official Terms & Conditions. All Submissions become property of Sponsor and will not be returned. In the event of a dispute as to the identity of a selected participant based on an email address, the selected participant entry will be declared made by the person

identified in the registration upon applying. All federal, state and local laws apply. The Program is void in jurisdictions other than those stated above and wherever prohibited.

**13. IMPORTANT:** This Program is not in any manner sponsored, endorsed, administered by or associated with Facebook or Google. Each Participant understands that they are providing their information to Sponsor and their designees and not to Facebook or Google. The information an Participant provides will only be used as stated in these Official Terms & Conditions. By participating in the Program, each Participant releases and agrees to indemnify Facebook and Google, and hold them harmless from and against any and all costs, claims, damages (including, without limitation, any special, incidental or consequential damages) or any other injury, whether due to negligence or otherwise, to person(s) or property (including, without limitation, death or violation of any personal rights, such as violation of right of publicity/privacy, libel or slander), due in whole or in part, directly or indirectly, to participation in the Program or arising out of the receipt, use/misuse of or participation in any Program-related activity.

**14. NAME OF RECIPIENT:** To obtain the name of the Recipient, send a properly stamped self-addressed envelope, postmarked by 6/15/2020, to OKC Online Scavenger Hunt, Oral Surgery Specialists of Oklahoma at 4320 McAuley Blvd Oklahoma City, OK.

**SPONSOR:** Oral Surgery Specialists of Oklahoma