



### **LumiZir Photo Contest – Official Rules**

1. Contest submissions will be accepted beginning June 9, 2014 and ending August 31, 2014 (“Contest Period”)
2. Eligibility: This contest is open to professional dentists licensed in the United States of America or Canada who have submitted a LumiZir laboratory case and purchased the corresponding LumiZir crown (\$129/unit + \$14.95 shipping in U.S. dollars ) prior to July 31, 2014. Employees of DenMat Holdings, LLC, its parents, subsidiaries, divisions, affiliates, suppliers, distributors and advertising, promotional agencies and their immediate family members (spouses, parents, children, siblings, and siblings’ spouses) and household members of each are not eligible to participate. All United States of America and Canadian Federal, State, Provincial, local laws and regulations apply. Void in the Province of Quebec and where prohibited by law.
3. **How to enter:**
  - a. Submit a LumiZir case via Rx form prior to August 15, 2014; and
  - b. Submit required materials to photocontest@denmat.com, subject line “LumiZir Photo Contest”:
    - i. Photographs (2) of the LumiZir case seated in the patient’s mouth:
      1. Occlusal view
      2. Buccal view
    - ii. Brief description of each photograph
    - iii. Scanned copy of signed Model Testimonial Release Form
    - iv. Prescription number from LumiZir Rx form (see 3(a) above)
  - c. One (1) entry per unique LumiZir case submission and corresponding LumiZir purchase. No limit to the number of case entries.
4. **Submission (Judging) Criteria:**
  - a. Esthetic outcome of the case
  - b. Quality of the photography
5. **One (1) prize winner** will be selected from all eligible entries on or after September 1, 2014. The odds of winning are dependent upon the number of eligible entries received during the Contest Period. The winner will be notified and awarded the prize on or after September 15, 2014. The winner must submit a Model Testimonial Release Form granting permission for the use of names, likeness, photographs, and all other information associated with the Contest entry in future DenMat, Holdings LLC advertising and promotional materials. DenMat Holdings, LLC reserves the right to publish any and all information associated with the Contest entry as it deems appropriate, including such publications as the DenMat website, DenMat social media publications, and The Successful Smile. The winning case will be published in the October – November edition of The Successful Smile. A copy of the winning case can also be requested by sending a request to photocontest@denmat.com.
6. **Prize:** One (1) pair of Ready-made Through-the-Lens PeriOptix Loupe on our Adidas Adivista Sports Frame
  - a. Specifications:
    - i. 2.7 Magnification
    - ii. Available in 8 colors
    - iii. Available in 7 standard interpupillary distances and 4 working distances
    - iv. Valued at \$845 (U.S.)
  - b. Contest winner will be responsible for supplying his or her own measurements if located outside of a DenMat representative territory.
7. **General Rules:**
  - a. By participating in this Contest, entrants agree to be bound by these Official Rules
  - b. Acceptance of the prize constitutes granting permission for DenMat and its agencies to use the winner’s name and/or likeness and winning entry for purposes of advertising and trade, without further compensation, including a winner list, unless prohibited by law.
  - c. All entries become the property of DenMat Holdings, LLC.
  - d. DenMat Holdings, LLC is not responsible for lost, late, or otherwise faulty entries, including failed, incorrect, incomplete, inaccurate, corrupted, or delayed electronic communications caused by the user or any of the equipment or programming associated with or utilized by the Contest or by any human error which may occur in the processing of the entries in the Contest.
  - e. DenMat reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Contest; violates the Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, DenMat reserves the right to seek damages from any such person to the fullest extent permitted by law.
  - f. DenMat’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
  - g. If, for any reason, the Contest is not capable of running as planned, DenMat reserves the right in its sole discretion to cancel the Contest and select the winner from among all eligible entries received prior to cancellation.
  - h. BY ENTERING THE CONTEST, EACH ENTRANT AGREES TO INDEMNIFY, RELEASE AND HOLD HARMLESS DENMAT HOLDINGS, LLC AND ITS PARENTS, AFFILIATES, DIVISIONS AND SUBSIDIARIES, ADVERTISING AND PROMOTIONAL AGENCIES, AND ALL ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS FROM ANY LIABILITY, DAMAGES, LOSSES OR INJURY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THAT ENTRANT’S PARTICIPATION IN THE CONTEST AND THE ACCEPTANCE, USE OR MISUSE OR ANY PRIZE THAT MAY BE WON. DENMAT AND ITS PARENT, AFFILIATE AND SUBSIDIARY COMPANIES DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE PRIZE. DENMAT AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTIONAL AGENCIES, AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS DISCLAIM ANY LIABILITY FOR DAMAGE TO ANY COMPUTER SYSTEM RESULTING FROM ACCESS TO OR THE DOWNLOAD OF INFORMATION OR MATERIALS CONNECTED WITH THE CONTEST.
  - i. This Contest shall be governed in accordance with the laws of the State of California. Any controversy, dispute, or claim arising out of or relating to this Contest shall be finally settled by binding arbitration in accordance with the Arbitration Rules of the American Arbitration Association. Any such arbitration shall be held in Santa Barbara County, California, U.S.A., and shall be conducted in English. The parties hereto shall use their best efforts and shall request that any such arbitration be completed within three (3) months from the date a request for such arbitration is made. Each party hereto shall bear its own costs and expenses (including attorneys’ fees) in connection with any such arbitration, and each party hereto shall pay one-half of the charges of the American Arbitration Association and of the arbitrator(s) in connection therewith. Both parties consent to the jurisdiction of the Courts of Santa Barbara County, California, U.S.A., for the entry of any order, award, judgment, decree, or other such remedy awarded out of such arbitration, and any of the same may be entered by any court of competent jurisdiction.