**Start With a Smile Contest Official Rules**

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

**2. Sponsors.** The Start With a Smile is sponsored by Chesterfield Family & Cosmetic Dental Center. Selection of winners and all other aspects of the Contest shall be final and binding on entrant in all respects. Neither Chesterfield Family & Cosmetic Dental Center will be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials relating to the Contest.

**3. Eligibility.**  Chesterfield Family & Cosmetic Dental Center Contest is open to individuals 18 years or older at the time of entry and is only open to legal residents of Southwest Missouri. This Contest is void outside of Missouri, and where prohibited. Employees of Chesterfield Family & Cosmetic Dental Center and the immediate family members of, and any persons domiciled with such employees, are not eligible.

**4. Entry.** The Contest begins at 12:01 a.m. (C.S.T.) on November 20, 2017 and all entries must be received by 11:59 p.m. (C.S.T.) on January 15, 2018. Individuals may enter this Contest by filling out the Official Entry Form. Each individual can enter 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 identity of an entrant, such entry will be declared made by the registered user of the e-mail 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 e-mail account holder is the natural person who has been assigned an e-mail address by an e-mail provider. All online entries will be declared made by the registered user of the e-mail address. Any questions regarding the number of entries submitted or the owner of an email account shall be determined by Chesterfield Family & Cosmetic Dental Center in its sole discretion, and Chesterfield Family & Cosmetic Dental Center reserves the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of the Contest.

* Internet Entry: Enter by visiting the official registration page on the Chesterfield Family & Cosmetic Dental Center webpage on https://chesterfieldfamilydental.com and access the Official Entry Form. Complete the Official Entry form by following the instructions on the website. Your computer must accept cookies, or any successor or similar technology, which may be used for the purpose of entry tracking. By entering, you agree to the terms of these Official Rules and to receive e-mails from Chesterfield Family & Cosmetic Dental Center or those directed to them. You can opt-out of the receipt of such e-mails by following the directions on the Contest website.
* Chesterfield Family & Cosmetic Dental Center 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. All entries become the property of Chesterfield Family & Cosmetic Dental Center and no portion of the entry will be returned.

**5. Prizes and Odds.** One Grand Prize Winner will receive an Smile and will be selected by a committee formed by Chesterfield Family & Cosmetic Dental Center from among 10 finalists chosen. Finalists will be chosen on or about January 31, 2018. Grand Prize Winner will be selected from the 10 selected finalists. Grand Prize Winner may receive one or more of the following services: restorative dentistry, periodontal therapy, endodontic therapy, orthodontic therapy, implant dentistry, oral surgery or applicable services. Odds of winning depend on the number of eligible entries received.

**6. Winner Notification and Acceptance.** Finalists will be notified by phone, email, and/or U.S. mail. If a potential winner does not respond to notification (with all requested information) within ten (10) 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 Chesterfield Family & Cosmetic Dental Center; or (8) fails to respond to any other required time periods or is otherwise not in compliance with the Official Rules;

**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 ten (10) 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.

**7. Participation.** By participating, entrants agree to be bound by these Official Rules and the decisions of the committee. Chesterfield Family & Cosmetic Dental Center reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Contest as solely determined Chesterfield Family & Cosmetic Dental Center. In the event the Contest is compromised by a virus, non-authorized human intervention, tampering or other causes beyond the reasonable control of Chesterfield Family & Cosmetic Dental Center which corrupts or impairs the administration, security, fairness or proper operation of the Contest, Chesterfield Family & Cosmetic Dental Center 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, Chesterfield Family & Cosmetic Dental Center reserves the right to award prizes based on the entries received before the termination date.

**8. Copyright.** By entering the Contest, each entrant grants to Chesterfield Family & Cosmetic Dental Center 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. If his/her entry is selected as the winning entry, entrant will sign any additional license and release that Chesterfield Family & Cosmetic Dental Center may require to provide that Chesterfield Family & Cosmetic Dental Center, may use entrant-winner's name, biographical information, address, picture/photograph likeness (including before, during and after photographs), video footage and/or voice, for advertising and promotional purposes without further consideration to entrant-winner in connection with entrant-winner's use and acceptance of the prize.

**9. 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 CHESTERFIELD FAMILY & COSMETIC DENTAL CENTER, 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.

**10. 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 Chesterfield Family & Cosmetic Dental Center, shall be governed by, and construed in accordance with the laws of the State of Missouri, 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.

**11. General Release.** By entering the Contest, entrants release Chesterfield Family & Cosmetic Dental Center 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).