

## Delta Dental of California 2021 Sweepstakes Official Rules

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.**

1. **SWEEPSTAKES PERIOD:** The Delta Dental of California 2021 Sweepstakes (the “Sweepstakes”) begins at noon Pacific Time (“PT”) on November 9th, 2021 and ends at 1:00 PM PT on November 30th, 2021 (the “Sweepstakes Period”).

2. **ELIGIBILITY:** The Sweepstakes is open only to legal residents of the 50 United States and District of Columbia who are at least eighteen (18) years of age, or the age of majority in their state of residence, whichever is older, at the time of entry and have a valid Instagram account. Employees of Delta Dental of California (“Sponsor”) and its affiliates, subsidiaries, divisions, advertising, and promotion agencies (“Sponsor Entities”) and their immediate family members (parents, children, siblings, spouses) and those living in the same household of each, are not eligible to participate in this Sweepstakes. All federal, provincial, state and local laws and regulations apply. Void where prohibited by law.

3. **HOW TO ENTER:** To enter, during the Sweepstakes Period you must follow Sponsor’s Instagram page at <https://www.instagram.com/deltadentalins/> and send us a direct message (DM) or tag us on a post at @deltadentalins doing the pantry challenge.

Maximum of one (1) entry per person, regardless of method of entry. Entries that are lost, late, misdirected, illegible, incompletely received, or incomplete, for any reason, will not be eligible and are not the responsibility of the Sponsor. Proof of sending will not be deemed to be proof of receipt by Sponsor. In the event of a dispute over the identity of a potential winner, the winning Entry will be declared made by the authorized account holder of the account used to enter, and any potential winner may be required to provide evidence sufficient to show that he/she is the authorized account holder. Entries become the sole property of Sponsor and will not be returned. Correspondence and inquiries regarding the Sweepstakes will not be acknowledged or answered.

Any other attempted forms of entry are void and will not be accepted. Entrants must be the registered and authorized account holder of the Instagram account through which the Entry is made. “Authorized account holder” is defined as the natural person who is assigned to an e-mail address by an internet service provider, or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the e-mail address used to create the Instagram account. In the event of a dispute as to ownership of an Entry, an Entrant may be required to provide proof of ownership of the e-mail account used to create the Instagram account that submitted the Entry. Entries may not be made by proxy or automated means such as by script, bot, macro or any other similar software or program.

By entering this Sweepstakes, Entrants give their express permission to be contacted by Sponsor Entities via direct message, telephone, e-mail, and/or postal mail concerning this Sweepstakes.

Submission Content Restrictions:

- No recognizable individuals other than the entrant may appear in the Submission;
- Submissions must not contain material that violates or infringes another’s rights, including but not limited to privacy, publicity, or intellectual property rights, or that constitutes infringement;
- Submissions must be original work created by the entrant and must not contain content created by a third party, such as images or artwork;
- Submissions must not contain brand names or trademarks other than those owned by Sponsor;
- Submissions must not disparage Sponsor or any other person or party affiliated with the Sweepstakes;
- Submissions must not contain material that is inappropriate, indecent, obscene, hateful, tortuous, defamatory, slanderous, derogatory, or libelous;
- Submissions must not contain material that promotes bigotry, racism, hatred, or harm against any group or individual, or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age; and
- Submissions must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state where the Submission is created.

Sponsor reserves the right in its sole discretion to disqualify any Submission that violates Content Restrictions or that otherwise does not comply with the requirements of these Official Rules, or any entrant whose public social profile, comments, or posts demonstrate conduct that could damage the reputation of or reflect unfavorably upon Sponsor.

Each entrant represents and warrants that it is the author and owner of the Submission and has all rights in the Submission, and that Sponsor’s use of the Submission as contemplated in these Official Rules requires no additional permissions, including without limitation those relating to the copyright, patent, trademark/trade dress, rights of publicity or moral rights in the Submission. Posting a Submission as an Entry constitutes entrant’s consent to give Sponsor Entities a royalty-free, irrevocable, perpetual, non-exclusive, transferable license to use, reproduce, modify, publish, create derivative works from, and display such Submission in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media, or technology now known or later developed, for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission. Each entrant also irrevocably waives any and all so-called moral rights they may have in the Submission. Each entrant further agrees to defend, indemnify and hold harmless Sponsor Entities from and against any claims, lawsuits, liabilities or expenses (including attorney’s fees) arising out of or related to that entrant’s Submission or violation by entrant of these Official Rules.

**4. WINNER SELECTION AND NOTIFICATION:** On or about November [30], 2021 one (1) Entry will be selected in a random drawing from among all eligible Entries received during the Sweepstakes Period to be the potential “Grand Prize Winner”.

The potential winner will be notified by direct message on Instagram at the account used to Enter the Sweepstakes. In order for a selected entrant to be declared the Grand Prize Winner and be

eligible for the prize, the selected Entrant must: (a) have complied with, and remain in compliance with, these rules, and (b) sign and deliver to the Sponsor, within four business days after the Sponsor's request, a standard declaration and release form, which may include an affidavit of the entrant's compliance with these rules, an acceptance of the prize as awarded, and except where prohibited, a publicity release and a liability release. The potential winner may be required to provide proof of identity, residency, age and other documentation. If the potential winner fails to comply with all requirements in this paragraph, refuses the prize, is found to be ineligible, or fails to comply with the instructions contained in the prize notification or provide any requested documentation within that time period, Sponsor reserves the right to disqualify such potential winner and choose an alternate winner from among the remaining eligible entries through a random drawing. Return of any prize notification as undeliverable may result in disqualification and selection of an alternate winner.

The decisions of Sponsor are final and binding on all matters relating to this Sweepstakes. Odds of winning a prize depend on the number of eligible Entries received.

**PRIZES:** One (1) Entrant will win one (1) \$500 Visa gift card which will be sent electronically to winner's email address on record. Entrant is required and responsible for providing accurate electronic mail address to Sponsor upon request. Approximate retail value of the prize is Five Hundred United States Dollars (\$500 USD).

No substitution, transfer or assignment of a prize is permitted, except Sponsor may substitute another prize of approximately equal or greater value if the advertised prize or any portion of the Grand Prize is unavailable for any reason. Gift cards are subject to terms and conditions listed at <https://usa.visa.com/legal.html> and Winner acknowledges and agrees has read and agreed to said terms. Winner is solely responsible for any applicable and unspecified expenses in conjunction with acceptance/use of the Grand Prize, including federal, provincial, state and local taxes, fees, gratuities, transportation, and/or accommodations. All federal, state/provincial and/or local income and other taxes, if any, are the winner's sole responsibility.

Field Code Changed

The Grand Prize is awarded "AS IS." Sponsor does not make or offer any warranty or guarantee, either express or implied (including, without limitation, quality, merchantability and fitness for a particular purpose) in connection with this Sweepstakes or the Grand Prize.

**5. APPLICABLE LAW AND JURISDICTION:** This Sweepstakes is void where prohibited. This Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Any dispute arising out of this Sweepstakes or the Prize shall be governed by the laws of the State of California, without regard to its choice law principles, and shall be subject to the exclusive jurisdiction of the state and federal courts in the State of California without regard to its conflicts of laws provisions. Entrants consent to the personal jurisdiction of said courts.

Except where prohibited by law, as a condition of participating in this Sweepstakes, each Entrant agrees that any and all disputes and causes of action arising out of or connected with this Sweepstakes, or prize awarded, shall be resolved individually, without resort to any form of class action. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

6. **WAIVERS AND RELEASES:** By entering, Entrants agree: (a) to be bound by these Official Rules and the decisions of Sponsor, which are final and binding; (b) to waive any right to claim ambiguity in the Sweepstakes or these Official Rules; (c) that they may be contacted by direct message, in person, by phone, mail, or by e-mail, with respect to the Sweepstakes; (d) that Sponsor, its parent companies, affiliates, subsidiaries, divisions, and advertising and promotion agencies, and their respective officers, directors, shareholders, and employees (collectively "Releasees") are not responsible for lost, damaged, or misplaced entries, incorrect or inaccurate transcription of entry information, or for any human or other error, technical malfunction, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or web site, or any other error or malfunction, or any injury or damage to Entrant's or any other person's computer related to or resulting from participation in this Sweepstakes, or for any injury to person or property; and (e) that the Releasees will not be liable for losses or injuries of any kind resulting from acceptance/possession/use and/or misuse of the Prize, travel to and from any prize-related activity, participation in the Sweepstakes, or printing, mailing or distribution errors. Winner further acknowledges that Sponsor does not make any warranties, express or implied, relating to the Prize itself and that Sponsor expressly disclaims the implied warranties or merchantability and fitness for a particular use.

7. **PUBLICITY:** Except where prohibited by law, entry into the Sweepstakes constitutes permission for the Releasees to use that Entrant's name, address (city and state), picture, biographical information, statements, voice and likeness in any advertising and publicity Sponsor may conduct relating to the Sweepstakes in any media or format, whether now known or hereafter developed, including but not limited to the World Wide Web, at any time or times in perpetuity, without further compensation or notice, except where prohibited by law.

8. **RIGHT TO VOID/TERMINATE/MODIFY:** If for any reason the Sweepstakes is not capable of being executed as planned due to pandemic, measures of any governmental authority, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right, at its sole discretion, to disqualify any suspect entry and/or to cancel, terminate, modify or suspend the Sweepstakes, and/or award the Prizes from among all eligible, non-suspect entries received as of the date of the termination, as Sponsor determines in its sole discretion. Entries not complying with these Official Rules are subject to disqualification.

9. **PERSONAL INFORMATION:** Entrants agree that their personal data, including name, e-mail address, [account user handles](#), phone number, and physical address, may be processed, stored and otherwise used for the purposes and within the context of this Sweepstakes and for any of the purposes set forth in Sponsor's Privacy Policy at <https://www1.deltadentalins.com/about/legal.html>. By participating in this Sweepstakes, Entrants are agreeing to Sponsor's Privacy Policy. Without limiting the foregoing, such data may also be

used by Sponsor in order to contact the Winner, check an Entrant's identity and contact information, or to otherwise verify an Entrant's eligibility to participate in the Sweepstakes or to receive the prize.

10. **SEVERABILITY:** If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

11. **TRADEMARKS:** Trademarks referenced herein are owned by their respective companies and do not imply or suggest that such companies endorse or support this Sweepstakes.

12. **INSTAGRAM RELEASE AND DISCLAIMER.** Each entrant acknowledges and agrees that this Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram. By entering the Sweepstakes each entrant hereby releases and agrees to hold harmless Instagram completely from any liability in respect of the Sweepstakes. Any questions, comments or complaints regarding the Sweepstakes should be directed to Sponsor and not Instagram. By participating via the Instagram platform, participants are also subject to Instagram's terms of use which can be found at <https://help.instagram.com>.

13. **TO RECEIVE WINNERS LIST OR OFFICIAL RULES:** Winners list will be posted on Sponsor's Instagram page at <https://www.instagram.com/deltadentalins/> once the Grand Prize Winner has been confirmed.

14. **Sponsor:** Delta Dental of California, P.O. Box 997330, Sacramento, CA 95899-7330.