

current Terms and Conditions:

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. ELIGIBILITY: Madisyn's Smile Scholarship (the "Contest") is open only to legal residents of Michigan between the ages of 7 and 17 years old (the "Entrant") at time of entry. The entrant must be a student enrolled in Oxford Community Schools, Clarkston Community Schools, Lake Orion Community Schools, or reside in Oxford community school districts, Lake Orion community school district, or Clarkston community school district. Employees of DeHaan Orthodontics P.C. as well as the immediate family (spouse, parents, siblings and children) and household members of each such entities' employees are not eligible. Previous winner(s) are not eligible to enter the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein (the "Official Rules").

2. SPONSOR: DeHaan Orthodontics, 922 S Baldwin Rd, Clarkston MI 48348 (the "Sponsor").

3. CONTEST PERIOD: The Contest begins Monday January 13, 2025 and ends on May 1, 2025 at 5:00pm EST.

4. ART REQUIREMENTS: All material ("Art") submitted for purposes of the contest must be original work of the entrant and must be the sole and exclusive work of the entrant. Sponsor is not responsible for any misrepresentation by Entrant and reserves the right to disqualify Art that does not comply with the following entry requirements. a. All Art submitted must be an original creation that can be framed. Permissible types of Art: drawing, painting, etching, and other forms of non-digital artwork that can be displayed on a canvas. Upon written request by an Entrant, Sponsor may elect in its own discretion to approve unconventional materials or forms of art, but pre-approval is necessary to prevent disqualification. Photography, digital collages, or other Art that uses or incorporates others' work are not permitted and will be disqualified. b. Art must be no smaller than 8" x 10" and no larger than 11" x 16". c. Art cannot weigh more than 25 pounds. d. Art must portray the theme "What does kindness mean to you?". e. Art must be Entrant's own original concept and not a copy of anyone else's copyrighted material (if your image infringes upon another's copyright it will be disqualified). f. Entrant may only submit their own art that they created. Use of Artificial Intelligence (A.I.- generated work) is prohibited. Sponsor reserves the right to require proof that the Art is Entrant's original art. g. Each Entrant may submit one contest Entry. i. Group Entrants contributing to the same Art will be considered one "Entrant" for purposes of this Contest. h. Past submissions may not be re-submitted to subsequent Contests. i. The Art may NOT contain the following: i. trademarks owned by third parties. ii. copyright materials owned by third parties. iii. Art for which the entrant has not purchased or secured the rights to use, such as stock images. iv. Art which contains any commercial content that promotes any product or service unless the appropriate written consents from the relevant rights owners have been received. v. Art which has been substantially derived from existing art and thus can be perceived as infringing on the intellectual property rights of the creator of that Art without consent of that creator or artist.

5. ENTRY REQUIREMENTS a. All Art Entries must be submitted in person to DeHaan Orthodontics at 922 S. Baldwin Rd., Clarkston, MI 48348 b. Submissions will be given a unique identification number and the name will not be divulged to the selection committee.

6. **SELECTION OF WINNER:** Sponsor will select one (1) winning Entrant (the "Winner") through a panel of judges by May 17, 2025, based on compliance with the Entry Requirements and the judges' assessment of Entrant's creativity, originality, and theme of "What does kindness mean to you?". The potential winner will be notified by e-mail, and/or telephone. Failure of the potential prize winner to respond within a reasonable time frame (but not longer than one week) from notification may result in disqualification and the selection of another Entrant from among all eligible entries. Sponsor is not required to contact potential prize winner more than once. In the event of non-compliance for any reason, including the inability to accept the prize for any reason, an alternate Entrant may be selected in Sponsor's sole discretion.

7. **PRIZE:** The Winner will receive (1) up to Six Thousand and no/100 dollar (\$6,000) credit to the Entrant's account at DeHaan Orthodontics to be used for one phase of treatment which will expire on May 1st, 2030. The winning Art will be displayed at the discretion of the Sponsor. Sponsor reserves the right to substitute a prize with another prize of greater or equal value in the event that either one of the above prizes is unavailable due to any factor beyond Sponsor's reasonable control. Group Entrants shall constitute one "Winner" and shall be solely responsible for determining the distribution of the singular prize among the group Entrant. As a condition of receipt of the prize package, the winner must sign an assignment of copyright to the Art conveying all rights to the original Art and the copyright to the Art therein to Sponsor. If the winner is a current patient in active treatment at DeHaan Orthodontics, we reserve the right to provide an alternative prize. This alternative prize may include account credits toward remaining treatment balance but will not include a refund of treatment fees already paid. In such cases, the alternative prize will be determined at the discretion of DeHaan Orthodontics

8. **CONTENT RESTRICTIONS:** Entrants must not include any of the following content (the "Content Restrictions") in any entry: (i) pornography, adult-oriented content or any other sexually-explicit material; (ii) materials relating to lotteries or gambling; (iii) explicit language or content, images of violence, or promotion of illegal activities; (iv) content in violation of intellectual property rights or laws; (v) libelous, defamatory, disparaging, tortious or slanderous materials; (vi) tobacco, alcohol or drugs; (vii) dangerous stunts; (viii) weapons of any kind including, but not limited to, guns, knives or projectiles; (ix) material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any other basis protected by federal, state, territory, provincial or local law, ordinance, or regulation; (x) individuals under legal age of majority without providing a signed release from parent or legal guardian; (xi) audio and/or visual content owned by any third party (e.g., recorded music; pre-produced video, etc.); and (xii) material that is unlawful, or otherwise in violation of or contrary to the laws or regulations in any state/territory/province where the entry is created. In addition, Art may not infringe the copyrights (and related rights), trademarks, design rights, or any other intellectual property rights of any third person, artist group or entity, violate any person's rights of privacy, or breach the contract rights of any third party. Any entry that does not comply with the foregoing, in the sole discretion of Sponsor, will be disqualified.

9. **CONDITIONS, DISCLAIMERS, AND LICENSE:** By entering this Contest, Entrants agree to be bound by these Official Rules and by all decisions of Sponsor (whose decisions are final and binding on all matters relating to the Contest), and to comply with all federal, state and local laws and regulations. The decisions of Sponsor are final on all matters of fact, interpretation,

eligibility procedure and fulfillment. Winning Art and copyright to the Art becomes the property of Sponsor and/or its promotional partner(s) and will not be returned. All Entrants agree to assign the rights to Art images submitted to the Contest to Sponsor. Sponsor reserves the right to use Art submissions for promotional and/or marketing purposes. Sponsor is not responsible for incomplete, late, lost, or misdirected entries or for any technical malfunction, human error, lost/delayed data transmission, omission, interruption, deletion, defect, or line failure in connection with any telephone network, computer equipment, software or any combination thereof that impacts any aspect of the Contest, acceptance of prize, or return of entry. Entries are void if unreadable, inaccurate, incomplete, mutilated, tampered with, forged, mechanically reproduced, irregular in any way, or otherwise not in compliance with the Official Rules. Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished or made available in connection with the Contest. Although Sponsor attempts to ensure the integrity of the Contest, Sponsor is not responsible for the actions of Entrants or other individuals in connection with the Contest, including Entrants' or other individuals' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Contest. Sponsor reserves the right to cancel or modify the Contest in any way deemed appropriate by Sponsor and in Sponsor's sole discretion. All applicable federal, state, and local taxes in connection with the prize, and the reporting consequence thereof, are the sole responsibility of prize Winner. Prize Winner may be sent a tax form 1099, or other appropriate tax document, in the event the average retail value requires Sponsor to submit such form. Prize is non-transferable to any other person, including relatives or friends. Sponsor reserves the right to substitute the prize with a prize of comparable or greater value, at its sole discretion. By entering the Contest and unless prohibited by law, each potential prize winner agrees to grant to Sponsor, and their respective licensees, affiliates, and assigns, the right to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including without limitation the World Wide Web, at any time or times, and without additional compensation or consideration, prize Winner's name, likeness (actual or simulated), voice (actual or simulated), and biographical information as news, information, advertising, and promotional purposes, and/or any presentation or other activity which may include filming/audio/video/electronic or other recordings and/or interviews, as determined by Sponsor in its sole discretion. By entering the Contest and voluntarily providing Entrant's own personal information, Entrants consent and agree to Sponsor's collection and use of the Entrant's information for the administration of the Contest and agree to Sponsor's use of Entrant information for the purpose of contacting Entrant in relation to this Contest. For the avoidance of doubt, Entrants are providing information to the Sponsor.

10. RELEASE AND INDEMNIFICATION: By entering the Contest, Entrants release and hold Sponsor, DeHaan Orthodontics P.C., and their respective parents, related and affiliated companies, subsidiaries, advertisers, promotional agencies and each of their respective directors, successors, sponsors, partners, licensees, officers, subsidiaries, agents, employees, artists, advisors, assignees, and all others associated with the development and execution of the Contest harmless from and against any and all losses, damages, rights, claims, and actions of any kind arising in whole or in part, directly or indirectly, from the Contest or participation in any Contest-related activity, or resulting directly or indirectly, from acceptance, possession, use,

or misuse of any prize awarded in connection with the Contest, including without limitation causes of action, claims and demands, including legal fees and expenses, including but not limited to, claims based on negligence, breach of contract and liability for physical injury, death, or property damage which the Entrants or his/her administrators, heirs, successors or assigns might have or could have, by reason of or arising out of the Entrant's participation in the Contest and/or in connection with the acceptance and/or use Entrant of the prize.

11. LIMITATION OF LIABILITY: The Contest, all prizes, and all materials provided on or through the Contest Site are provided "as is" without warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose, and noninfringement. WITHOUT LIMITING THE RELEASE GRANTED BY ENTRANTS HEREIN, BY ENTERING THE CONTEST, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (3) ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF, AS PERMITTED BY APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS.

12. GOVERNING LAW: The Contest and the Official Rules are governed by and shall be construed in accordance with the laws of the State of Michigan and the United States of America applicable to contracts made and performed entirely in Michigan. All applicable federal, state, and local laws and regulations apply.

13. AWARDING OF THE PRIZE: Winner must claim the prize in person and must present proper identification to receive winnings. Odds of winning depend upon the total number of eligible entries received.

14. COPY OF RULES OR WINNER'S NAME: For a printed copy of the Official Rules or the winner's name, send a self-addressed stamped envelope to: Madisyn Smile Scholarship Contest Winner: 922 S Baldwin Rd, Clarkston, MI 48348.

15. PRIZE FOR CURRENT PATIENTS: