Official Rules— Crest Kids "Why I Smile" 2020 Contest

Post a photo of your child with their "Why I Smile" note or artwork on social media for your chance to win.

Share some kindness and spread a smile with the world. Post a photo of your child (showing off their best smile, of course) with their "Why I Smile" note or artwork on social media with #CrestSmiles for your chance to win. 10 lucky families will win an Oral-B Kids Electric Rechargeable Toothbrush, Crest Kid's Cavity Protection Sparkle Fun Flavor Toothpaste, The Littlest Tooth Fairy bedtime book, and a \$50 gift card for their school parent group.

The PTO Today content team will judge contest entries, and winners will be selected based on the judges' determination of originality.

Here's what you need to do:

- 1. Read through our contest rules below.
- 2. Take a photo of your child with their "Why I Smile" note or artwork
- 3. Post the photo on your social media channels (Facebook, Twitter, or Instagram) with #CrestSmiles

Official Contest Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

This contest is not sponsored, endorsed, or administered by Crest. This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, or Instagram.

1. Eligibility: This Contest is open only to those who are participants in the Crest Kids Sampling program and who post photos of their child with their "Why I Smile" artwork on Facebook, Twitter, or Instagram with #CrestSmiles and who are 18 as of the date of entry. The Contest is only open to legal residents of the United States, and is void where prohibited by law. Employees of School Family Media (SFM) and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. Agreement to Rules: By participating, the Participant ("You") agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of SFM as final and binding as it relates to the content of this Contest.

3. Contest Period: Entries will be accepted on Facebook, Instagram, or Twitter starting Jan. 31, 2020, and ending March 7, 2020. All online entries must be received by March 7, 2020 at 11:59 p.m. (Eastern Daylight Time).

4. How To Enter: The Contest must be entered by posting photos of their child with their "Why I Smile" artwork on Facebook, Twitter, or Instagram with #CrestSmiles. The entry must fulfill all Contest requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of SFM. Participants may enter more than one entry, but each entry must be a unique photo with unique artwork to qualify. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, Your submission may be removed from eligibility at the sole discretion of SFM.

5. Prizes: The Winner of the Contest ("Winner") will receive one (1) Oral-B Kids Electric Rechargeable Toothbrush, one (1) Crest Kid's Cavity Protection Sparkle Fun Flavor Toothpaste, one (1) The Littlest Tooth Fairy bedtime book, and one (1) \$50 gift card for their school parent group. There will be ten (10) winners chosen. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for SFM to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received.

7. Winner Selection and Notification: A total of ten (10) winning schools will be selected. Winner will be selected by PTO Today judges consisting of members of its content team. Judges will select winning entries based on their originality. Winner will be notified by Facebook, Instagram, or Twitter within five (5) days following selection of Winner. SFM shall have no liability for Winner's failure to receive notices due to spam, junk email, or other security settings or for Winner's provision of incorrect or otherwise nonfunctioning contact information. If Winner cannot be contacted, is ineligible, or fails to claim the prize within 10 days from the time award notification was sent, or fails to return in a timely manner a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Contest is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT SFM'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by You: By providing content (e.g., text, photo, video, etc.) to enter this Contest, You understand and agree that SFM or anyone acting on behalf of SFM and SFM's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Contest, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent. By submitting this content, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, you will be disgualified at the sole discretion of SFM. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, you shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless SFM from and against any suit, proceeding, claims, liability, loss, damage, costs, or expense, which SFM may incur, suffer, or be required to pay, arising out of such infringement or suspected infringement of any third party's right.

9. Terms and Conditions: SFM reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Contest should virus, bug, nonauthorized human intervention, fraud, or other cause beyond SFM's control corrupt or affect the administration, security, fairness, or proper conduct of the Contest. In such case, SFM may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by SFM. SFM reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or website or violates these Terms and Conditions. SFM has the right, in its sole discretion and to maintain the integrity of the Contest, to void votes for any reason, including but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Contest rules; or the use of bots, macros, scripts, or other technical means

for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such attempt be made, SFM reserves the right to seek damages to the fullest extent permitted by law.

10. Limitation of Liability: By entering, You agree to release and hold harmless SFM and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (a) such entrant's participation in the Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (b) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (c) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (d) unauthorized human intervention in any part of the entry process or the Promotion; (e) electronic or human error in the administration of the Promotion or the processing of entries.

11. Disputes: This Contest is governed by the laws of the United States and Massachusetts, without respect to conflict of law doctrines. As a condition of participating in this Contest, Participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Massachusetts, having jurisdiction. Further, in any such dispute, under no circumstances shall Participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than Participant's actual out-of-pocket expenses (i.e. costs associated with entering this Contest). Participant further waives all rights to have damages multiplied or increased.

12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the PTO Today website. To read the Privacy Policy, <u>click here</u>.

13. Sponsor: The Sponsor of the Contest is School Family Media, 100 Stonewall Blvd., Suite 3, Wrentham, MA 02093.

14. Winner List: To obtain a copy of Winner name(s) or these Official Rules, email your request to editor@ptotoday.com.