## **ADA** Member Advantage™

## Official Rules for the ADA Member Advantage Threadfellows Patagonia Fleeces Sweepstakes

## No Purchase Required to Enter or Win

- 1. Eligibility: The ADA Member Advantage Threadfellows Patagonia Fleeces Sweepstakes (Sweepstakes) is open only to persons who are: (a) legal residents of one of the fifty (50) United States, the District of Columbia, or the U.S. Virgin Islands; (b) twenty-one (21) years of age or older; (c) holders of current and valid drivers' licenses; and (d) current members in good standing of the American Dental Association (ADA). Officers, directors, trustees, and employees of the ADA, or any affiliate of the ADA are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law.
- **2. Sponsor:** The Sweepstakes is sponsored by the ADA Business Enterprises, INC. (ADABEI), 211 East Chicago Avenue, Chicago, IL 60611 (Sponsor).
- **3. Agreement to Official Rules:** Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements of these Official Rules.
- **4. How to Enter:** Visit <a href="https://memberadvantage.ada.org/endorsed-programs/branded-gear/threadfellows-contest">https://memberadvantage.ada.org/endorsed-programs/branded-gear/threadfellows-contest</a> to fill out and submit a form to be entered to win. There is a limit of one (1) entry per person, and subsequent entries will be disqualified.
- **5. Drawings:** On or around August 1, 2023 the name of a potential winner for the Grand Prize shall be selected at random from all valid and eligible entries. The odds of being selected depend on the number of eligible entries received. Entrants need not be present to win. The Sponsor will attempt to notify the potential winner within seven (7) days of the drawing.
- **6. Requirements of the Potential Winner:** Each potential winner may be required to complete and return an affidavit of eligibility and liability/publicity release (the "Affidavit/Release") within seven (7) days of being notified. If the potential winner fails to sign and return the Affidavit/Release (where applicable) within the required time period, or if it is determined by Sponsor, in its sole and absolute discretion, that the potential winner is not eligible or declines to participate or receive a prize in accordance with these Official Rules, an alternate entrant shall be selected in his/her place in a random drawing of all entries received.
- 7. Prize: The prize winner shall receive up to twelve (12) logo'd Patagonia fleece jackets, valued up to One Thousand Seven Hundred Eighty Eight Dollars (\$1,788) retail value (the Grand Prize). The Grand Prize is not transferable and must be accepted as awarded. No cash awards or other substitutions may be made, except by the Sponsor, who reserves the right to substitute a Grand Prize with another prize of equal or greater value if the Grand Prize is not available for any reason as determined by the Sponsor in its sole discretion. The winners are responsible for any taxes and costs not specified above.
- 8. General Conditions: In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) award the Grand Prize at random from among the eligible entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law.

- 9. Release and Limitations of Liability: By participating in the Sweepstakes, entrants agree to release and hold the Sponsor, its officers, directors, trustees, employees, and agents (the "Released Parties") harmless from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) printing errors; (c) lost, late, postagedue, misdirected, or undeliverable mail; (d) errors in the administration of the Sweepstakes or the processing of entries; or (e) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt of any prize. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
- **10. Publicity**. Entrants hereby grant to the Sponsor of the Sweepstakes unrestricted perpetual permission to use his or her name, voice, photograph or other likeness in any and all media now known or hereafter developed, including, but not limited to, JADA, ADA.org, ADA News, ADA News Today, ADA Professional Product Review or the Internet, without compensation or notice, for any purpose, including, without limitation, the award of the Prize or publicizing the Sweepstakes, the Sponsor and/or Sponsor's business.
- 11. Disputes: Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Illinois. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsors in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules (whether of the State of Illinois or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Illinois.
- **12. Sweepstakes Results:** To request a copy of the Official Rules or the names of the winners, send the request together with a self-addressed stamped envelope to: ADA Member Advantage Threadfellows Patagonia Fleeces Sweepstakes, ADA Business Enterprises, Inc., 211 East Chicago Avenue, Suite 1180, Chicago, IL 60611. Requests must be received by December 31, 2023.