

## THE ULTIMATE MAKEOVER CONTEST

Brought to you by

The Aurum Group®

THE ULTIMATE MAKEOVER CONTEST (THE "**CONTEST**") IS INTENDED TO BE CONDUCTED IN CANADA ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. ENTRANTS MUST BE OF THE AGE OF MAJORITY IN THEIR PROVINCE OF RESIDENCE OR OLDER AT THE TIME OF ENTRY. VOID IN WHOLE OR PART WHERE PROHIBITED BY LAW. NOT VALID IN THE PROVINCE OF QUEBEC. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE "**CONTEST RULES**").

1. **ELIGIBILITY.** To be eligible for this Contest, an individual must:

- (a) be a legal resident of the Canada; and
- (b) be of the age of majority in their Province of residence or older at the time of entry.

(the "Entrant")

Employees of the Aurum Group® ("**Aurum**") and Digital Smile Design. (collectively, the "**Sponsors**"), their respective affiliates, subsidiaries, related companies, advertising and promotional agencies, and the household members of any of the above, are not eligible to participate in the Contest.

The Sponsors shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to the Sponsors for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsors reserve the right, in their sole discretion, to disqualify any Entrant should such an Entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

2. **CONTEST PERIOD.** The Contest begins at 10 a.m. Mountain Standard Time (“**MST**”) on Monday January 1, 2018 and ends at 11:59pm. MST on Friday, November 30, 2018 (the “**Contest Period**”) after which time the Contest will be closed and no further entries shall be accepted.

3. **RULES OF ENTRY.**

- a) There is no purchase necessary to enter the Contest. Enter using any of the methods of entry outlined below. No entries will be accepted by any other means.
- b) Limit of one (1) entry per person during the Contest Period. In the case of multiple entries, only the first eligible entry will be considered.
- c) Skill element will be required.

4. **HOW TO ENTER.**

- a) To enter the Contest, post your selfie with the hash tags **#testdriveyoursmile** and **#AurumDSD** to the Aurum Group® Facebook page <https://www.facebook.com/theaurumgroup> (@aurumgroup on Facebook) during the contest period to win the Ultimate Smile Makeover (the “**Entry**”, or the “**Entries**”).
- b) Sponsor will only accept Entries during the Contest Period. Entrants are subject to all notices posted online including, but not limited to, Sponsor’s Privacy Policy.
- c) An Entrant may enter the Contest only one (1) time and through only one Facebook profile during the Contest Period. Duplicate entries from the same individual or the same Facebook profile will not be allowed. The Contest platform does not support multiple entries. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different identities, registrations and logins, addresses, or any other methods will void Entrant’s entries and that Entrant may be disqualified. All entries must be received during the Contest Period. Sponsors will contact winners via Facebook messenger. Entrant hereby grants Sponsors permission to contact them through Facebook Messenger and at such time Entrant will provide Sponsor with their preferred method of communication of either email or telephone. Use of any automated system to submit entries is prohibited and will result in

disqualification. Potential winners may be required to show proof of identity and of being the authorized account holder. No mechanical reproduction of entries allowed. Entries become property of Sponsor and will not be acknowledged or returned.

- d) By participating in this Contest, Entrant represents and warrants that:
- i. the Entry does not contain any material that is libelous, defamatory, profane or obscene;
  - ii. the Entry is original and all right, title, and interest (including copyright) therein and thereto is owned and/or controlled by the Entrant to the full extent necessary to enable the Sponsors to use the Entry as contemplated by these Contest Rules; and
  - iii. the Entry does not infringe upon the intellectual property or other statutory or common law rights of any third party.
- e) All Entries become the sole property of the Sponsors and will not be returned for any reason. Entries must be received no later than the end of the Contest Period. Entries will be declared invalid if they are received after the Contest Period, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically reproduced. No communication or correspondence will be exchanged with Entrants except with those selected for a Prize.

## 5. ENTRIES:

- a) The posting of a "tag" does not indicate that the Entry has complied with the Contest Rules and may not be construed as an acceptance of the Entry by the Sponsor. Sponsor reserves the right, in its sole and absolute discretion, to reject, disqualify and/or remove any Entry without prior notice to the Entrant if, in Sponsor's sole opinion, the Entry violates these Contest Rules or the spirit of the Contest.
- b) All terms and conditions, as described herein, apply to the format of the Entry submission. By posting a photo or "tag" on the Sponsor's Facebook page, the Entrant understands and grants to Sponsor permission for his/her Entry and other Entrant information to be posted on [Facebook.com](https://www.facebook.com), and other internet media where applicable, worldwide, in perpetuity, without additional compensation. However, Sponsor does not guarantee the posting of any Photo.

ENTRIES SUBMITTED/POSTED TO THE WEBSITE WILL NOT BE EDITED BY SPONSOR AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER.

6. **ENTRY, PHOTO, and "TAG" CRITERIA:** Each Entry must meet the following restrictions to be eligible:
- a) Entry cannot contain images or information that are irrelevant to the purpose of the Contest;
  - b) Entry cannot be pornographic, sexually explicit or suggestive or contain nudity;
  - c) Entry cannot promote alcohol, illegal drugs or tobacco;
  - d) Entry cannot defame, misrepresent or contain disparaging remarks about people or companies;
  - e) Entry cannot be obscene or offensive, endorse any form of hate or hate group or be derogatory to any ethnic, racial, gender, religious, professional or age group;
  - f) Entry cannot contain materials embodying images, names, likenesses, photographs or videos or other indicia identifying any person, living or dead, without permission;
  - g) Entry cannot contain, use, or refer to intellectual property to which Entrant does not have ownership or permission to use, including but not limited to trademarks, copyrights, logos and symbols;
  - h) Entry cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor and Facebook wish to associate;
  - i) Content cannot depict illegal activity and cannot itself be in violation of any law;
  - j) Entry cannot in any way reference persons or organizations without written permission from any person or organization whose name or likeness is used;
  - k) Entry may not include photo images of a known celebrity, famous or well-known person or any image which violates the right of privacy or publicity of any person.
  - l) ***Entry may not include information or photographs or other images of minor children***
  - m) Entry must be the original creation and idea of the Entrant, and not copied, patterned or plagiarized from any other source(s)

7. **PRIZES.**

- a) There are six (6) semi-finalist prizes, one every second month of the Contest Period (the "**Prizes**", each a "**Prize**") and one (1) Grand Prize

available to be won by the 6 semi-finalist prize winners (detailed information set out in Section 8 hereto) (the "**Winners**", each a "**Winner**") each consisting of a makeover airing on the Aurum Group's Vimeo Channel, which shall include:

Six (6) Monthly Prizes:

- i. a motivational mock-up valued at four hundred and ninety five dollars (CDN \$495.00);
- ii. a photoshoot + 10 digital images valued at five hundred dollars (CDN \$500.00)

One (1) Grand Prize

- i. the restorative laboratory work required for the restoration of the Entrant's full upper arch. (CDN up to \$10,000)
- b) Each Semi-Finalist Prize has an approximate value of nine hundred and and ninety five dollars (CDN \$995.00) (the "Prize Value").
- c) Winners are not entitled to monetary difference between actual Prize Value and stated approximate Prize Value, if any.
- d) Winners must be available to participate in the Prize at the nearest Aurum Group® to their province of residence at the date and time designated by the Sponsor. Should a Winner be unable to participate on the dates and times designated by the Sponsors, the Prize will be forfeited and awarded to an alternate winner. Winner will be responsible for transportation to and from the Aurum Group® and any other expense not explicitly included in the Prize.
- e) Prizes must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsors. Any unused portion of a Prize will be forfeited and have no cash value. The Sponsors reserve the right, in its and their sole discretion, to substitute a prize of equal or greater value if a Prize (or any portion thereof) cannot be awarded for any reason.

## 8. WINNER SELECTION.

Six (6) Semi-Finalist Winners shall be selected as follows:

- a) Commencing in February, 2018, on or about the 15<sup>th</sup> of each month, in Calgary, AB, one (1) Entrant every second month will be selected by a random draw from all eligible entries received during the Contest Period for six (6) months. Each Entrant shall be eligible to win only one (1) semi-finalist Prize. On or about November 30, 2018 one of the six (6) Monthly Prize Winners, will be selected by a random draw for the Grand Prize. The odds of being selected as a potential winner are dependent upon the number of eligible entries received by the Sponsors. Before being declared a Winner, the selected Entrant shall be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered during a pre-arranged telephone call or by e-mail, to comply with the Contest Rules and sign and return the Release (described below).
- b) THE SELECTED ENTRANT WILL BE NOTIFIED BY FACEBOOK MESSENGER AND AT SUCH TIME SHALL NOTIFY SPONSOR OF THEIR PREFERRED METHOD OF COMMUNICATION OF EITHER TELEPHONE or E-MAIL (depending on the Entrant's preferred method of communication which must be clearly indicated to the Sponsors, and any email communications must be specifically opted-in in order for the Sponsor to communicate with the Entrant for this Contest ) NO LATER THAN 5:00 P.M. MST EACH MONTH ON THE RANDOM DRAW DATE and the Entrant MUST RESPOND WITHIN TWO (2) BUSINESS DAYS OF NOTIFICATION. Upon notification, the selected Entrant must respond, and the selected Entrant's response must be received by the Sponsors within two (2) business days of such notification. If the selected Entrant does not respond in accordance with the Contest Rules, he/she will be disqualified and will not receive a Prize and another Entrant may be selected in the Sponsors' sole discretion until such time as an Entrant satisfies the terms set out herein. The Sponsors are not responsible for the failure for any reason whatsoever of a selected Entrant to receive notification or for failure of the Sponsors to receive a selected Entrant's response.
- c) If, as a result of an error relating to the Entry process, drawing or any other aspect of the Contest, there are more selected Entrants than contemplated in these Contest Rules, there will be a random draw amongst all eligible Prize claimants after the Contest's closing date to award the correct number of Prizes.
- d) Upon confirmation from Selected Entrant, Winner must be diagnosed by a treating dentist to determine the Winner's suitability for the Ultimate Smile

Makeover. Unsuitable candidates shall forfeit the Prize and the Prize shall be granted to another selected Entrant.

9. **RELEASE.** Each Winner will be required to execute a legal agreement and release ("**Release**") that confirms Winner's: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of each of the Sponsors and their respective parent companies, subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, sponsors, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the "**Releasees**") from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and (iv) grant to the Sponsors of the unrestricted right, in the Sponsors' collective or individual discretion, to produce, reproduce, publish, reproduce, convert, broadcast, communicate by telecommunication, exhibit, distribute, translate, adapt and otherwise use and re-use the Entry and Winner's name, photograph, likeness, voice and biography in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof. The executed Release must be returned within two (2) business days of the verification as a Winner or the selected Entrant will be disqualified and the Prize forfeited.
10. **INDEMNIFICATION BY ENTRANT.** By entering the Contest, Entrant releases and holds Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the Entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize, participation in the Contest, any breach of the Contest Rules, or in any Prize-related activity. The Entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the Contest, without limitation.
11. **RIGHTS CLEARANCE.** By providing the Entry to the Sponsors in connection with the Contest, each Entrant shall retain all right, title and interest (including copyright) in and to the Entry, and shall grant to the Sponsors a worldwide, gratuitous, irrevocable, and exclusive license to copy, use, modify, reproduce, display, adapt and transmit the Entry for use in all media now known or hereafter devised in perpetuity beginning on the date of submission, including, but not limited to, in connection with the

administration, promotion and exploitation of the Contest. The Entrant hereby confirms that the Entry is an original Entry, solely created by the Entrant, and that no third party participated as an author, co-author, photographer or otherwise in the creation of the Entry or any part thereof. Sponsors assume no responsibility for any claims of infringement of rights to copyright, privacy and/or personality, and all such liability shall remain with the Entrant. In addition, each Entrant represents to Sponsors that the Entry does not infringe any copyright interest of any third party and that the Entry is not defamatory or obscene and does not violate any laws relating to hate speech or otherwise. Sponsors reserve the right to exclude any Entry on the basis of concerns relating to the rights of third parties, including but not limited to privacy, copyright, defamation, rights of personality, obscenity or hate speech, as determined by Sponsors in their sole discretion.

12. **LIMITATION OF LIABILITY.** Except as provided herein these terms and conditions, there are no other conditions, warranties, or representations, express or implied, statutory or otherwise. The Sponsors assume no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an Entry. The Sponsors are not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. The Sponsors assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsors are not responsible for any technical difficulties, problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing or otherwise. The Sponsors are not responsible for any injury or damage to Entrant or to any computer related to or resulting from participating or downloading materials in this Contest. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any Prize. The Sponsors assume no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Sponsors, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or



corruption of the administration, security, fairness, integrity or proper conduct of this Contest and/or the Contest Website.

13. **CONDUCT.** By participating in the Contest, each Entrant agrees to be bound by the Contest Rules, which will be posted at [www.testdriveyoursmile.com/smilemakeover](http://www.testdriveyoursmile.com/smilemakeover) (the "**Contest Website**") and made available at The Aurum Group, 115 17<sup>th</sup> Ave SW, Calgary, AB, T2S0A1 throughout the Contest Period. Entrant further agrees to be bound by the decisions of the Sponsors, which shall be final and binding in all respects. The Sponsors reserve the right, in their sole discretion, to disqualify any Entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the Entry process or the operation of the Contest and/or the Contest Website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any Aurum Group property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST WEBSITE OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION. Winners must at all times behave appropriately when taking part in the makeover and observe the Contest Rules and any other rules or regulations in force at the studios and/or locations. The Sponsors reserve the right to remove from the studio premises, any Winner who breaks such rules and/or fails to behave appropriately and to disqualify such Winner.

14. **PRIVACY / USE OF PERSONAL INFORMATION.**

- a) By participating in the Contest, Entrant: (i) grants to the Sponsors the right to use his/her name, mailing address, and either telephone number or e-mail address as per the Entrant's confirmed method of communication, and photograph submitted ("**Personal Information**") for the purpose of administering the Contest, including but not limited to contacting and announcing the Winners; (ii) grants to the Sponsors the right to use his/her Personal Information for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and (iii) acknowledges that the Sponsors may disclose his/her Personal Information to third-party agents and service providers of any of the Sponsors in connection with any of the activities listed in (i) and (ii) above.

b) The Aurum Group will use the Entrant's Personal Information only for identified purposes, and protect the Entrant's Personal Information in a manner that is consistent with The Aurum Group's Privacy Policy at: <https://www.aurumgroup.com/ca/privacy-policy>

15. **INTELLECTUAL PROPERTY.** All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Sponsors and/or their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited. Test Drive Your Smile™ and AurumDSD™ are trade-marks belonging to the Aurum Group®.
16. **LAW.** These are the official Contest Rules. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsors. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the Entrant and the Sponsors in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Alberta including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.
17. **LANGUAGE DISCREPANCY.** In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, television, or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.
18. **CONTACT INFORMATION OF THE SPONSORS.** Any and all communications with the Sponsors shall be with Rita Schlegel at the Aurum Group, 115-17<sup>th</sup> Avenue SW, Calgary Alberta, T2S 0A1 Telephone: 403.228.5120, Email: [marketing@aurumgroup.com](mailto:marketing@aurumgroup.com)