

## LifeSmile Change Contest Rules

The LifeSmile Change Contest (the “Contest”) is a volunteer-based program conducted by American Heart Association, Inc. (“AHA”). These Rules apply to all participants. AHA shall make all determinations as to whether the Rules have been complied with, and the decision of the Sponsor as to any issue is final.

Sponsors: AHA and Delta Dental of Kansas are the Sponsors of this Contest.

Eligibility: No purchase or donation is necessary to participate in the Contest. A donation does not increase one’s chance of winning. Participants must be at least eighteen (18) years of age as of the date of entry. The Contest is open to legal residents of Kansas. Employees of the Sponsors and their immediate family are not eligible to win. THIS CONTEST IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

For this purpose, “immediate family” includes the spouse, parents, grandparents, great-grandparents, brothers, sisters, children, grandchildren, and great-grandchildren of the employee and his/her spouse. This definition also includes a) “step” and adoptive relationships, b) individuals for whom an employee is the current legal guardian and c) individuals who are not legally related but who reside with an employee.

Time: The entry period for the Contest starts at 12:01 am on April 1, 2019 (all times Central Time) and ends at 11:59 pm on May 11, 2019 (the “Contest Period”). All entries must be received during the Contest Period.

Entry: Participants may enter the Contest by submitting a Nomination Form at <https://www.heart.org/en/affiliates/lifesmile-change-award> to AHA and detailing how the person nominated has made lifestyle changes consistent with AHA’s Health For Good™ pillars and experienced positive results.

The odds of winning the Contest depend on the total number of eligible entries. By participating in the Contest, each participant fully and unconditionally agrees to, and accepts these, Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Contest.

Determination of Winner: There will be one winner of the Contest (the “Winner”). The Winner will be determined by a committee of Sponsors’ staff on which submission had the healthiest change. The Winner will be notified at the conclusion of the Contest Period by e-mail within approximately two (2) weeks of the Contest end date and subsequently announced to the public on or before June 8, 2019. The determination of the Winner by Sponsors is final and binding on all participants. Each Prize may be forfeited and awarded to an alternative winner if the Winner does not respond within seven (7) days of notification or if two (2) attempts to contact a Winner by phone and/or email are not successful. The alternate winner will be determined by who had the next best submission. The Prize is not transferable.

Prize: The Overall Winner will receive a dental prize pack, including a Sonicare toothbrush. The estimated fair market value of the Prize is \$100, but the actual value may vary.

Taxes: The value of each Winner’s Prize is includible in each Winner’s income. Each Winner is responsible for paying all federal, state, and local income and other applicable taxes that are due in connection with receipt of the Prize.

Consent to Publicity: Except where prohibited by law, by entering the Contest, the Winner consents to AHA's use of his or her name and/or photograph in any publicity, publications, promotional and marketing material, advertising, and any other print materials, web pages, electronic or other communications published or distributed by Sponsor without compensation and without notice and agrees to sign an agreement to this effect.

Miscellaneous Conditions: In the event that the operation or administration of the Contest is impaired or prevented in any way for any reason, including, but not limited to fraud, change of condition, or other technical problems, the Sponsor may in their sole discretion, either: (a) terminate the Contest; (b) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Rules; and/or (c) substitute other prizes for any prize set forth in these Rules that becomes unavailable for any reason. The Sponsor reserves the right in its sole discretion to disqualify any individual found to be tampering with the entry process or the operation of the Contest or acting in violation of these Rules. Failure to execute and return the Winner Notification Agreement and accept a prize, timely, and pursuant to the terms stated therein, will result in such Winner's automatic forfeiture of his/her prize with no substitution or alternative prize available. Sponsor's failure to enforce any term of these Rules shall not constitute a waiver of that or any other provision. Information provided by you for this Contest is subject to Sponsor's privacy policy.

Sponsor is not responsible for: (i) electronic transmissions that are lost, late, stolen, incomplete, damaged or misdirected; (ii) any problems or technical malfunctions, errors, omissions, deletions, defects, communication failures or (iii) causes beyond the Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of the Contest. Sponsor will not be responsible if weather conditions, event cancellations, acts of God or other circumstances beyond their control prevent the Prize or the Contest from taking place.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Contest. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PRIZES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR AND/OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSIONS OF IMPLIED WARRANTIES SO SOME OF THE LIMITATIONS OR EXCLUSIONS IN THIS SECTION MAY NOT APPLY IN SUCH JURISDICTIONS.

By participating in the Contest, participants agree to release, discharge and hold harmless the Sponsors and each of their affiliates, directors, officers, employees, and agents from and against any and all injuries, claims, losses, damages, actions and/or liability arising out of or in connection with, directly or indirectly, participation in and/or entry into the Contest or acceptance, delivery, possession, use or misuse of any prize received in this Contest. The determinations of the Sponsor are final and binding with respect to any matter arising out of the interpretation or application of these Rules.

For a list of winners, send a hand-written, self-addressed, stamped envelope to American Heart Association, LifeSmile Change Contest., 1861 N Rock Road, Wichita, Kansas 67218. Requests for the winner list must be received by June 30, 2019.