

# **Official 2011 Kriger Orthodontics Smile Photo Contest Rules**

## **SPONSOR**

Sponsor is Kriger Orthodontics and Maryann Kriger, DDS, PA, 27970 Crown Lake Blvd, #2 Bonita Springs, FL 34135 ("Sponsor" or "NGS").

## **TERM**

The 2011 Kriger Orthodontics Smile photo Contest (the "Contest") begins Monday July 24, 2011 at 12:01 a.m. Eastern Daylight Time ("EDT") and ends Sept 1st, 2011 at 11:59 p.m. EDT. **ALL ENTRIES MUST BE RECEIVED BY SEPT 1st, 2011 AT 11:59 P.M. PDT.** By submitting an entry, each entrant agrees to the Official Rules and warrants that his or her entry complies with all requirements set out in the Official Rules.

## **WHO MAY ENTER**

Contest is open ALL AGES, MALE, FEMALE. Affiliation with Kriger Orthodontics is not necessary, but individuals under age 18 must submit parental permission form with submission.

## **HOW TO ENTER**

Email your smile photo and Entry and Release form, Parental Release Form to [AZONE1@YMAIL.COM](mailto:AZONE1@YMAIL.COM). Please note that submissions without release forms will NOT be accepted..

There is NO entry fee. The categories for entries are: (1) Natural Beautiful Smile; (2) Embrace the Braces, smile with braces. There is no limit on the number of entries per person. Each entry must comply with the following requirements (the "Photograph Requirements"):

Preference will be given to face or faces with a close ups of a smile with or without braces.

- Photographs must be in digital format. Only online entries will be eligible. No print or film submissions will be accepted for entry into this Contest. The photograph need not be taken with a digital camera; scans of negatives, transparencies or photographic prints are acceptable. All digital files must be 5 megabytes or smaller, must be in JPEG or .jpg format, and must be at least 1,600 pixels wide (if a horizontal image) or 1,600 pixels tall (if a vertical image).
- Photographs must have been taken within one (1) years before the date of entry.
- Minor burning, dodging and/or color correction is acceptable. Hand tinting is acceptable, as is cropping.
- The photograph, in its entirety, must be a single work of original material taken by the Contest entrant, parent or photographer. By entering the Contest, entrant represents, acknowledges and warrants that the submitted photograph is an original work created solely by the entrant, parent

or photographer and that the photograph does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity, and that no other party has any right, title, claim or interest in the photograph.

- The photograph must not, in the sole and unfettered discretion of the Sponsor, contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content. Sponsor reserves the right to examine the original photograph/source material in order to confirm compliance with these rules.

## **RELEASES**

If the photograph contains any material or elements that are not owned by the entrant and/or which are subject to the rights of third parties, and/or if any persons appear in the photograph, the entrant is responsible for obtaining, prior to submission of the photograph, any and all releases and consents necessary to permit the exhibition and use of the photograph in the manner set forth in these Official Rules without additional compensation. If any person appearing in any photograph is under the age of majority in their state/province/territory of residence the signature of a parent or legal guardian is required on each release.

Upon Sponsor's request, each entrant must be prepared to provide (within 7 calendar days of receipt of Sponsor's request) a signed release from all persons who appear in the photograph submitted, and/or from the owner of any material that appears in the photograph entry, authorizing Sponsor and its licensees ("Authorized Parties") to reproduce, distribute, display and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known. All releases must be in the form provided by Sponsor. Failure to provide such releases upon request may result in disqualification at any time during the Contest and selection of an alternate winner.

Similarly, upon Sponsor's request, each entrant must be prepared to provide (within 7 calendar days of receipt of Sponsor's request) a signed written license from the copyright owner of any sculpture, artwork or other copyrighted material that appears in the photograph entry, authorizing any Authorized Party to reproduce, distribute, display and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known. All releases must be in the form provided by Sponsor. Failure to provide such releases upon request may result in disqualification and selection of an alternate winner.

Finally, upon Sponsor's request, each entrant must be prepared to provide (within 7 calendar days of receipt of Sponsor's request) a signed written license from the owner of any private property included in the photograph entry, authorizing any Authorized Party to reproduce, distribute, display and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known. All releases must be in the form provided by Sponsor. Failure to provide such releases upon request may result in disqualification and selection of an alternate winner..

## CONTEST PRIZES

**First Prize:** One First Prize will be awarded. The First Prize consists of:

- (1) \$200 check will be awarded to the winning image;
- (2) The winning image will be featured on marketing, promotional, trade and website material.

**Second Prize:** One Second Prize will be awarded. The Second Prize consists of:

- (1) \$150 check will be awarded to the winning image;
- (2) The winning image will be featured on marketing, promotional, trade and website material.

**Third Prize:** One Third Prize will be awarded. The Third Prize consists of:

- (1) \$100 check will be awarded to the winning image;
- (2) The winning image will be featured on marketing, promotional, trade and website material.

Potential winners shall be required to sign and return within ten (10) days following an attempted notification, an Affidavit, Declaration or Certificate of Eligibility, Liability Release, and where legally permissible, a Publicity Release and Warranty of Ownership and License in which the entrant warrants that he/she is the owner of the photograph (and all the intellectual property rights in the photograph submitted) and grants to Sponsor and its licensees the irrevocable, perpetual, worldwide non-exclusive license to reproduce, distribute, display and create derivative works of the entry (along with a name credit) in connection with the Contest and promotion of the Contest without additional compensation. Failure to execute and deliver any required documents to Sponsor by the specified deadline may result in disqualification from the Contest, and selection of an alternate potential winner.

No prize transfer, assignment or substitution by winners permitted. If a prize (or part of a prize) is unavailable, the Sponsor, in its discretion, reserves the right to substitute the original prize (or that part of the prize) with an alternative prize to the equal monetary value and/or specification, unless to do so would be prohibited by law.

## JUDGING

Judging consists of two (2) rounds of evaluation. In Round One, each judge ("Judges") will select ten (10) entries from among all eligible entries based on the following criteria ("Judging Criteria"): (1) Facial beauty and Smile Esthetics with or without braces 50%; (2) Photographic quality 50%. The entries selected in Round One will proceed to Round Two. In Round Two, the Judges will collectively select a Winner for each prize level based on the Judging Criteria. In the event of a tie, the tied entries will be re-submitted to the Judges for a re-judging between the tied entries alone. In the event that a tie remains after re-judging, the entry with the highest score in the creativity criteria will be declared the winner. **Winners will be chosen on or about Sept 19th, 2011 and will be notified by e-mail.** Decisions of the Judges are final and binding.

## **LICENSE**

By entering the Contest, all entrants grant an irrevocable, perpetual, worldwide non-exclusive license to Authorized Parties, to reproduce, distribute, display and create derivative works of the entries (along with a name credit) in connection with the Contest and promotion of the Contest, in any media now or hereafter known, including, but not limited to: Display at a potential exhibition of winners; publication of a book featuring select entries in the Contest; publication in website, print ad, email and print mailer, marketing media and Magazine or online highlighting entries or winners of the Contest. Entrants consent to the Sponsor doing or omitting to do any act that would otherwise infringe the entrant's "moral rights" in their entries. Display or publication of any entry on an Authorized Party's website does not indicate the entrant will be selected as a winner. Authorized Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use. Additionally, by entering, each entrant grants to Authorized Parties the unrestricted right to use all statements made in connection with the Contest, and pictures or likenesses of Contest entrants, or choose not to do so, at their sole discretion. Authorized Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use.

## **LIMITATION OF LIABILITY**

By entering this Contest, all entrants agree to release, discharge and hold harmless Kriger Orthodontic, Maryann Kriger, DDS and its partners, affiliates, subsidiaries, advertising agencies, agents and their employees, officers, directors, and representatives from any claims, losses, and damages arising out of their participation in this Contest or any Contest-related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder.

Kriger Orthodontics, Maryann Kriger, or its affiliates assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Contest entries or entry forms; or alteration of entries or entry forms. Kriger Orthodontics, Maryann Kriger or its affiliates is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any e-mail entry to be received on account of technical problems or traffic congestion on the Internet or at any Web site, human errors of any kind, or any combination thereof, including any injury or damage to entrants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to in this Contest.

## **CONDITIONS**

**THIS CONTEST IS VOID WHERE PROHIBITED.** Entrants agree that this Contest shall be subject to and governed by the laws of the Florida and the forum for any dispute shall be in the Florida, United States of America. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded and any

entrant expressly waives any and all such rights. Certain restrictions may apply. Entries void if the Sponsor determines the photograph to not be an original, or if the entries are illegible, incomplete, damaged, irregular, altered, counterfeit, produced in error or obtained through fraud or theft.

By entering, entrants also agree (a) to be bound by these Official Rules; (b) that the decisions of the Judges are final and binding with respect to all matters relating to the Contest; and (c) if the entrant wins, that Sponsor may use the winning photographs and each winner's name, photograph, likeness, and/or voice in any publicity or advertising relating to the Contest or future promotions without compensation or approval (except where prohibited by law). All federal, state/provincial/territorial and local taxes, fees and surcharges and taxes (whether foreign or domestic, and including income, sales, and import taxes) on prizes are the sole responsibility of the prize winners. In the event that the selected winner(s) of any prize is/are ineligible, cannot be traced or do not respond within 10 days to a winner notification as required by the "Contest Prizes" Rules above, or refuses the prize, the prize will be forfeited and Sponsor, in its sole discretion, may choose whether to award the prize to another entrant.

The Sponsor reserves the right to verify the validity and originality of any entry and/or entrant (including an entrant's identity and address) and to disqualify any entrant who submits an entry that is not in accordance with these Official Rules or who tampers with the entry process. Failure by the Sponsor to enforce any of its rights at any stage does not constitute a waiver of those rights.

## **RIGHT TO CANCEL OR SUSPEND CONTEST**

If for any reason the Contest is not capable of running as planned, due to infection by computer virus, bugs, worms, trojan horses, denial of service attacks, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of that Kriger Orthodontics, Maryann Kriger, DDS corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Maryann Kriger, reserves the right, at its sole discretion, to disqualify any individual(s) who tamper with the entry process, and/or to cancel, terminate, modify, or suspend the Contest. If Sponsor elects to cancel or terminate the Contest, Sponsor will not retain any rights in the submitted photographs..

## **WINNERS LIST**

Winners will be emailed and Winner's names will be available online at : BonitaOrtho.com after Sept 19<sup>th</sup>, 2011

## **DATA PRIVACY**

Entrants agree that personal data, especially name and address, may be processed, shared and otherwise used for the purposes and within the context of the Contest and any other purposes outlined in these Official Rules. The data may also be used by the Sponsor in order to verify the participant's identity, postal address and telephone number or to otherwise verify the participant's eligibility to participate in the Contest. Participants have the right to access, review, rectify or cancel any personal data held by Sponsor by writing to Sponsor at 27970 Crown Lake Blvd, #2, Bonita Springs FL 34135. Personal data will be used by Sponsor and its affiliates exclusively for the purposes stated herein.