

Date: December 23, 2022
Client: P&G
Promotion: Crest+Oral-B Professional Closing America's Smile Gap Contest
Regarding: Official Rules- Final

Legal Disclaimer Copy to be included in any Advertising that Mentions the Contest:

NO PURCHASE NECESSARY to enter the contest. A purchase does not increase your chances of winning. Entries must be submitted by legal residents of the 48 contiguous United States and the District of Columbia, who are 18 years of age or older as of the last day of the month prior to date of entry. Winners must be legal U.S. residents, 18 years of age or older who are pediatric and/or family dental professionals/offices. Void in Alaska, Hawaii, all U.S. territories and where prohibited. Contest begins at 12:00 a.m. ET on 2/1/23 & ends at 11:59 p.m. ET on 2/28/23. Sponsored by The Procter & Gamble Distributing LLC. For Official Rules, visit dentalcare.com.

Shortened Legal Disclaimers:

No purchase necessary. 48 contiguous US/DC, 18+. Ends 2/28. Rules: dentalcare.com

OFFICIAL RULES. NO PURCHASE NECESSARY TO ENTER THE CONTEST.

A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.

1. **Contest Timing:** Crest+Oral-B Professional Closing America's Smile Gap Contest (the "**Contest**") begins at 12:00 a.m. Eastern Time ("**ET**") on 2/1/2023 and ends at 11:59 p.m. ET on 2/28/2023 (the "**Contest Period**").
2. **Eligibility:** Entries must be submitted by legal residents of the 48 contiguous United States and the District of Columbia ("**U.S.**"), who are 18 years of age or older as of the last day of the month prior to date of entry. Winners must be legal U.S. residents, 18 years of age or older who are pediatric and/or family dental professionals/offices. Employees of The Procter & Gamble Distributing LLC (the "**Sponsor**"), their respective parents, subsidiaries, divisions, affiliates, suppliers, distributors and advertising, promotional and judging agencies, including Don Jagoda Associates, Inc. ("**Administrator**") and their immediate family members (spouses, parents, children, and siblings and their spouses) and household members of each (whether related or not), are not eligible to participate or win. Void in Alaska, Hawaii, all U.S. territories and where prohibited by law. All federal, state, and local laws and regulations apply.
3. **HOW TO ENTER THE CONTEST:** There is **NO PURCHASE NECESSARY to participate in the Contest. A purchase does not increase your chances of being determined a winner.** You may enter the Contest on behalf of a pediatric and/or family dental professional/office by visiting dentalcare.com and completing the on-screen registration form, including your full mailing address and the name of the pediatric and/or family dental professional/office you would like to nominate who demonstrates consistent commitment to promoting the oral health of underserved children in their communities (this commitment could be demonstrated via donations of oral health services, education, products or otherwise) and why you are nominating them (up to 200 words) ("**Entry**"). Limit one (1) Entry per person during the Contest Period. All Entries must be received by 11:59 p.m. ET on 2/28/2023 in order to be eligible.

All entry components submitted during part of the registration process shall herein be referred to as the "**Entry**".

The following Entry Submission Guidelines apply to the Entry. Please make sure to note the following when submitting your Entry:

- Your Entry is your sole and original work and it must be in English.
- Any Entry deemed inappropriate or unsuitable, in Sponsor's sole discretion, will be disqualified. Entry must not contain material that is inappropriate, indecent, profane, obscene, hateful, tortious, defamatory, slanderous or

libelous (including words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation, or socioeconomic group).

- Entry must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Entry must not contain criminal or tortious activity, including but not limited to, child pornography, fraud, trafficking of obscene material, drug dealing, drug use, or gambling. Entry must not contain material that is unlawful, in violation of or contrary to any applicable local, state, federal, or international laws and regulations.
- Entry must not mention beer, distilled spirits (i.e., hard liquor, malt beverages), tobacco products (including cigarettes, cigars, pipe tobacco, chewing tobacco and snuff), fireworks, firearms and ammunitions, prescription drugs, illegal drugs, drug paraphernalia, nutritional supplements, lotteries or gambling.
- Entry must not contain content that is known by you to be false, inaccurate or misleading.
- Entry must not violate or infringe any third-party copyright, trademark, logo, or other proprietary right of any entity or person (living or deceased), including, but not limited to rights of privacy, publicity or portrayal in a false light.
- Entry must not make reference to any commercial/corporate advertising, or be otherwise objectionable.
- Entry must not contain viruses, Trojan horses, worms, bots, spyware or any other computer code that is intended to damage, interfere with, or surreptitiously intercept or expropriate any system, data or information.
- Entrants and all submitted Entries must be in keeping with Sponsor's image as determined by Sponsor, in its sole discretion, or Entry will be disqualified from the Contest. The Entry must not disparage persons or organizations associated with Sponsor.
- Entries may not disparage, slander or libel persons or organizations associated with Sponsor or any other brands, companies, or individuals.

Any Entry not in compliance with the above or that does not meet the Contest requirements will be disqualified.

Each entrant grants to Sponsor a worldwide, royalty-free, perpetual, non-exclusive right and license to copy, distribute, and display each submitted Entry, in any media, and with right to use, copy, modify, edit, and create derivative works there from, and agrees to execute documents confirming such right and license at Sponsor's reasonable request. No information regarding Entries, other than as otherwise set forth in these Official Rules, will be disclosed. Use of any automated or computer system to participate is prohibited and will result in disqualification.

Any attempt by any entrant to enter by using multiple/different email addresses, mailing addresses, identities, registrations and logins, or any other methods will void such Entries and that entrant may be disqualified. Use of any automated or computer system to participate is prohibited and will result in disqualification. Normal Internet/phone access and data/usage charges imposed by your online/phone service may apply.

4. **Privacy:** Trust is a cornerstone of Sponsor's corporate mission and the success of their business depends on it. Sponsor is committed to maintaining your trust by protecting personal information they collect about you. Click here for the full details of Sponsor's Privacy Statement: https://www.pg.com/privacy/english/privacy_statement.shtml.
5. **Judging:** Each submitted Entry will be judged by a panel of Sponsor-selected judges to determine eighty (80) Grand Prize-winning Entries based on the following judging criteria: 20%- inspiration (demonstrating commitment to expanding access to the likes of oral care information/education, products, service); 65%- relevance to theme (demonstrating commitment to expanding access to the likes of oral care information/education, products, service); 15%- ability to evoke emotion. In the event of a tie, tied Entries will be re-judged by the judges based solely (100%) on relevance to theme. Decisions of judges are final with respect to all matters relating to the Contest.
6. **Prize Award:** Grand Prizes will be awarded to the nominated dental professionals/offices and not the entrant. Prizes will be shipped to the winning dental professionals/offices within 4-6 weeks after the Contest Period has ended. Return of any prize as undeliverable or if a professional/office is not eligible, it will result in disqualification and alternate determination.

- 7. Grand Prize and Approximate Retail Value ("ARV"): Eighty (80) Grand Prizes:** Each nominated pediatric and/or family dental professional/office associated with a winning Entry will receive a Sponsor specified Crest+Oral-B Kids oral care prize pack. The ARV of each Grand Prize is \$500. Limit one (1) Grand Prize per office. Winning offices must be located in the 48 contiguous United States or D.C. No transfer, substitution or cash equivalent for prize will be permitted, except at the sole discretion of the Sponsor and in such circumstance, an alternate prize (or portion of prize) of equal value (as determined solely by Sponsor) will be awarded and the Sponsor's obligation to the winner will be fulfilled, and no other additional compensation will be provided. Actual value of prizes may vary based on local market conditions. Winners will not receive difference between actual and approximate retail value. Acceptance of Grand Prize constitutes permission for the Sponsor and its agencies to use winners' names, office names and/or likenesses for purposes of advertising and trade without further compensation, unless prohibited by law. Entrants who nominated the winning pediatric and/or family dental professionals/offices will not receive a prize.

Acceptance of a Grand Prize shall constitute winning professional's/office's agreement and consent to Sponsor and its designees' use of winner's name, office name, city, state, likeness, photo, and/or prize information in connection with this Contest (collectively, the "**Attributes**"), for promotional, advertising or other purposes, in any manner perpetually, worldwide, royalty-free, in any and all media now known or hereafter devised, including the Internet, without limitation and without further compensation, notification, permission or other consideration, (except where prohibited by law), and releases the Sponsor from all claims arising out of the use of such Attributes.

- 8. General rules:** By participating in the Contest, entrants agree to be bound by these Official Rules and the decisions of the Sponsor. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. Entries become the property of the Sponsor. The Sponsor and its agencies are not responsible for technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in the website or the Contest or by any human error which may occur in the processing of the Entries in the Contest or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with the website or Contest. In the event of a dispute as to any Entry, the authorized account holder of the email address used to enter will be deemed to be the entrant. Entrant selected for winning professional/office may be required to show proof of being the authorized account holder of the email address provided on the on-screen Entry form. Proof of entering information via the website does not constitute proof of delivery or receipt of such information. Sponsor (as identified in these Official Rules) is not responsible for the failure of any email or Entry to be received by Sponsor on account of technical problems or congestion on the internet or at any website. The Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the Entry process or the operation of the Contest or website; violates the Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. **Any attempt by any person to deliberately undermine the legitimate operation of the Contest or website may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.** Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If, for any reason, the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest or website, then the Sponsor reserves the right at its sole discretion to cancel the Contest, in whole or in part, and determine the Grand Prize winning Entries from among all eligible Entries received prior to cancellation based on the judging criteria. By participating in the Contest, the entrant and winning professionals/offices agree that Sponsor, and their respective parents, subsidiaries, affiliated companies, agents, retailers, advertising and Contest agencies and all of their respective shareholders, officers, directors, employees and assigns, members, representatives and agents, will have no liability whatsoever for, and will be held harmless by entrant/professional/office for any liability for any bodily injury, loss, cost or damages of any kind to persons, including death and property, damages sustained due in whole or in part, directly or indirectly, from Entry creation,

the acceptance, possession, use or misuse of the prize or parts thereof, if applicable or participation in the Contest or participation in any Contest or related activity. By entering the Contest, you hereby represent and warrant that you have read these Official Rules and are fully familiar with its contents.

- 9. Governing Law:** The Contest and the Official Rules shall be exclusively governed by and construed in accordance with the laws of the state of Ohio, without regard to conflicts of law provisions. Entrants submit to exclusive personal jurisdiction in Ohio and agree that any dispute shall be brought in the state or federal courts in Ohio. You agree that: (a) any and all disputes, claims and causes of action arising out of, or connected with the Contest or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Ohio; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorney's fees; and (c) notwithstanding the foregoing, you waive the right to claim any damages, whatsoever, including, but not limited to, punitive, consequential, direct or indirect damages.
- 10. Winners:** To receive a Winners List by email, send an email to: winners@dja.com with The Crest+Oral-B Professional Closing America's Smile Gap Contest (10-2803-25) as the subject line. Requests must be received by March 30, 2023.
- 11. Sponsor/Administrator:** The Sponsor of the Contest is The Procter & Gamble Distributing LLC, One P&G Plaza, Cincinnati, OH 45202. The Administrator of the Contest is Don Jagoda Associates, Inc. 100 Marcus Drive, Melville, NY 11747.