

CANDID SMILE ON, NEW YORK CONTEST SEPTEMBER 2020

OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. The Candid Smile On, New York Contest September 2020 (the “Contest”) is sponsored by Candid Care Co., located at 44 West 28th Street, 14th Floor, New York, New York, USA, 10001 (“Sponsor”).

ELIGIBILITY:

Subject to these Official Rules, the Contest is open only to permanent legal U.S. residents physically residing in the fifty (50) United States of America and the District of Columbia (other than Delaware and North Carolina), who are at least 18 years old as of the date of entry. Employees of Sponsor, and its parents, affiliates, subsidiaries, and advertising and promotion agencies and any other entity involved in the development or administration of this Contest, and their immediate family members or household members are not eligible to participate in or win the Contest. THE CONTEST IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW OR WHERE BONDING, REGISTRATION, OR OTHER REQUIREMENTS WOULD BE REQUIRED BUT HAVE NOT BEEN MET, OR WHERE THE METHODS OF ENTRY SET FORTH BELOW WOULD BE DEEMED CONSIDERATION. ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS APPLY.

ENTRY PERIOD:

The Contest begins on September 21, 2020 at 10:00 a.m. (local NYC time) and ends at 11:59 p.m. on September 30, 2020 (local NYC time) (“Entry Period”).

HOW TO ENTER; AUTHORIZATION TO USE SUBMISSIONS, NEIGHBORHOOD AND NAME:

All submissions must be submitted through our submission form on Sponsor’s “Smile On” landing page, located at candidco.com/smileon. No purchase is necessary. A submission will include a quote or message inspired by the Smile On, New York theme. Submissions are text only and limited to a maximum of 200 characters, exclusive of name and other identifying information. Entrants must submit their name, e-mail address and telephone number.

As a condition of entry, and by completing the entry process, and without the necessity of Sponsor paying money or other consideration, each entrant: (i) authorizes the use of their name, neighborhood and submitted quote(s), for marketing, advertising, educational and training purposes, and all other purposes, in any medium, at the discretion of the Sponsor, (ii) transfers ownership of the submitted quote(s) to the Sponsor, (iii) authorizes Sponsor to edit the submissions and to publish any or all of the submitted quote(s) in any medium; and (iv) authorizes the judging panel to judge the entry.

Each individual is limited to a maximum of twenty (20) entries.

PRIZE AND WINNER SELECTION:

There will be three winner(s) selected by a panel of judges from the Sponsor's social media and marketing teams. The prize(s) will consist of three (3) instances of Phillips Zoom Whitening offered through Sponsor, with each winner receiving one (1) instance of Phillips Zoom Whitening.

Decisions of the Sponsor are final and binding with respect to all matters related to the Contest. In no event shall the Sponsor be obligated to award any prizes other than the prizes specified in these Official Rules. The prize is non-transferable and no substitutions (including, without limitation, for cash) are permitted, except as explicitly specified below. The winner(s) shall be responsible and liable for all federal, state and local taxes on the value of the prize. To receive a copy of the Official Rules, or a list of the winners, send a self-addressed stamped envelope to Candid Smile On, New York Contest September 2020, Candid Care Co., 44 West 28th St, 14th Floor, New York, NY 10001, within three (3) months of the end of the Entry Period, specifying the request.

The winner(s) will be notified by email on or before October 6th, 2020; provided, however, that Sponsor reserves the right to determine an alternate method of notification. If notice is sent by email, notice is presumed given on the date that the email is sent. Winners must acknowledge receipt of notice within forty-eight (48) or they will be disqualified and another winner will be selected. An entrant may be ineligible if it is determined, after clinical review, that they would not be a good candidate for using Phillips Zoom Whitening. In such event only, the Sponsor shall provide a substitute prize of one hundred fifty dollars (\$150).

GENERAL CONDITIONS AND RELEASES:

By entering the Contest or accepting a prize, you agree to conform to all federal, state and local laws and regulations. When applicable, the winner may be required to execute and return (and winning may be conditioned upon the winner executing and returning) to Sponsor, within ten (10) business days, an Affidavit of Eligibility and a Liability and Publicity Release drafted by Sponsor to be eligible for the prize or an alternate winner may be selected. Winners may be required in Sponsor's sole discretion to complete relevant tax forms as a condition to the delivery of the applicable prize. Winner may also be required to furnish proof of identity, address and birth date in order to receive a prize.

Unless prohibited by applicable law, your submission of an entry constitutes your permission to use your name, neighborhood, and any and all submission(s) in all media, in perpetuity, in any manner Sponsor deems appropriate for publicity purposes without any compensation to such entrant or any review or approval rights, notifications, or permissions; and constitutes your consent to disclose your personally

identifiable information to third parties (including, without limitation, placing the winner's name on a winner's list).

An entrant or winner may be disqualified from the Contest if he or she fails to comply with each provision of these Official Rules, as determined in the sole discretion of the Sponsor. Participation in the Contest is at entrant's own risk. Sponsor shall not be liable for: (1) failed, returned or misdirected notifications based on inaccurate information provided by the winner in connection with an entry; (2) entries and responses to winner notifications which are lost, late, incomplete, illegible, unintelligible, postage-due, misdirected, damaged or otherwise not received by the intended recipient in whole or in part or for computer or technical error of any kind; (3) any electronic miscommunications or failures, technical hardware or software failures of any kind, lost or unavailable network connections, or failed incomplete, garbled or delayed computer transmissions which may limit an entrant's ability to participate in the Contest; (4) any technical malfunctions of the telephone network, computer on-line system, computer equipment, software, program malfunctions or other failures, delayed computer transactions or network connections that are human, mechanical or technical in nature, or any combination thereof, including any injury or damage to entrant's or any other person's computer or mobile device related to or resulting from downloading any application or otherwise in connection with this Contest; or (5) any warranty with respect to any prize or any component thereof. THE PRIZES ARE AWARDED "AS IS" AND SPONSOR DOES NOT MAKE ANY, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE PRIZE OR PRIZES.

NOTWITHSTANDING ANYTHING ELSE HEREIN OR OTHERWISE, SPONSOR AND/OR ITS VENDORS SHALL NOT BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (A) ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, GOODWILL, OR ANTICIPATED PROFITS), (B) DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND/OR (C) ANY MATTER BEYOND SUCH PARTIES' REASONABLE CONTROL.

Sponsor reserves the right to cancel the Contest at any time prior to the award of the prize or prizes, for any reason or no reason. If Sponsor cancels the Contest without awarding a prize, the authorization to use your name and submission as provided above will be deemed revoked as of the date of such cancellation.

By entering the Contest, you agree to and hereby do release and hold harmless Sponsor, and its parents, subsidiaries and affiliated entities, directors, officers, employees, attorneys, agents, and representatives from any damage, injury, death, loss, claim, action, demand, or other liability (collectively, "Claims") that may arise from your acceptance, possession and/or use of any prize or your participation in this Contest, or from any misuse or malfunction of any prize awarded, regardless of whether such Claims, or knowledge of the facts constituting such Claims, exist at the time of entry or arise at any time thereafter. Any person attempting to defraud or in any way tamper with this Contest may be prosecuted to the full extent of the law. Sponsor reserves the right to modify these Official Rules in any way or at any time. Sponsor reserves the right, in its sole discretion, to cancel or suspend this Contest should viruses, bugs or

other causes beyond their control corrupt the administration, security or proper operation of the Contest. In the event of cancellation or suspension, Sponsor shall promptly post a notice on Sponsor's website to such effect. This Contest shall be governed by New York law, without regard to conflicts of laws provisions. By participating in this Contest, you agree that any dispute or litigation arising from or relating to this Contest shall be determined by binding arbitration only in New York, NY, by and under the Streamlined Arbitration Rules and Procedures of JAMS, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, Sponsor may seek equitable relief in any court of competent jurisdiction. If any provision of these rules is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that these rules otherwise remain in full force and effect and enforceable. Any inquiries regarding the Contest must be in writing and must be directed to: Candid Smile On, New York Contest September 2020: Candid Care Co., 44 West 28th Street, 14th Floor, New York, NY 10001