

## **RADIUS®: RADIUS #RockTheDOC Photo Contest**

### **Official Rules**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

**1. How to Enter.** To enter, you must log onto Instagram, follow and tag RADIUS (@radius\_usa) and post a photo of your RADIUS DOC™ in use with the hashtag #RockTheDOC.

No automated entry devices and/or programs permitted. All entries including become the sole and exclusive property of the Sponsor (defined below) and receipt of entries will not be acknowledged or returned. Delivery of prize requires a street address (no P.O. Boxes). Sponsor is not responsible for lost, late, illegible, delayed, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entry forms are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

**2. Giveaway Start/End Dates.** Contest begins at 12:01 AM EST on January 14, 2016 with no definitive end date.

**3. Eligibility.** Participation in the Contest is open only to legal U.S. residents located within one of the 50 United States or the District of Columbia who are at least 18 years old as of date of entry. Only entries originating from the 50 United States and the District of Columbia are eligible. Entries originating from any other jurisdiction are void. Void outside of the 50 United States and the District of Columbia, and where prohibited, taxed or restricted by law. All federal, state and local laws and regulations apply.

**4. Random Drawing/Odds.** One (1) winner will be selected each month in a random drawing from all eligible entries received. Odds of winning depend on the number of eligible entries received for the drawing during each month. Entries posted in previous months will not be counted. The drawing will be conducted by the Sponsor. By entering the Contest, entrants fully and unconditionally agree to be bound by these rules and the decisions of the Sponsor, which will be final and binding in all matters relating to the Giveaway.

**5. Prize(s).** The winner will win 1 years' worth of RADIUS Toothbrushes. Based on average RADIUS Toothbrush usage, it is determined that 1 years' worth would equal 4 Toothbrushes. Winner can choose which toothbrush to receive. Estimated value of prize is \$40. The prize is non-transferable. No substitutions or cash redemptions. In the case of any unavailability of any portion of the prize, Sponsor reserves the right to substitute a prize of equal or greater value. Unclaimed prize will not be awarded. All unspecified expenses are the responsibility of winner.

**6. Notification.** Sponsor will notify the winner by messaging the winners' Instagram account and by posting their winning photo on the RADIUS Instagram account and tagging the winner. The winner

will be required to respond to Sponsor using email in post. If winner rejects the prize, or, in the event of any noncompliance by winner with these Official Rules, such prize will be forfeited and an alternate winner will be selected by Sponsor from all remaining eligible entries. Upon prize forfeiture, no compensation will be given. Limit one prize per person or household.

**7. Conditions.** All federal, state and local taxes are the sole responsibility of the winner. Participation in Contest and acceptance of prize constitutes the winner's permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information and/or any statements made by the winner regarding the Contest or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. By participating, entrants, and the winner agree to release and hold harmless Sponsor, Instagram, and their respective affiliates, partners and promotion and advertising agencies and each of their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, the "Released Entities"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Contest, or possession, acceptance and/or use or misuse of prize or participation in any Contest-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Sponsor is not responsible if Contest cannot take place or if the prize cannot be awarded due to travel cancellations, outages, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. Entrants who do not comply with these Official Rules, or attempt to interfere with the Contest in any way shall be disqualified. There is no purchase-required to participate. A purchase does not increase odds of winning.

**8. Additional Terms.** In case of dispute as to the identity of any entrant, entry will be declared made by the authorized account holder of the Instagram account at time of entry. "Authorized Account Holder" is defined as the natural person who is assigned Instagram account by Instagram. Any potential winner may be requested to provide Sponsor with proof that such winner is the -Authorized Account Holder associated with the winning entry. Any other attempted form of entry is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. The Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, website, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Giveaway, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Giveaway or downloading any materials in this Contest. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Giveaway should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Giveaway. In such case, Sponsor may select the winner(s) from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to

disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Sweepstakes or web site. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that such entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives. **This Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram.**

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY MAY BE A VIOLATION OF CRIMINAL AND CIVILLAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**9. Limitation of Liability; Disclaimer of Warranties.** IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ACCESS TO AND USE OF –INSTAGRAM, AND/OR THE GIVEAWAY,–IN NO EVENT SHALL THE RELEASED ENTITIES' TOTAL LIABILITY –FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED \$10. WITHOUT LIMITING THE FOREGOING, THIS GIVEAWAY AND ANY PRIZES ARE PROVIDED "ASIS" WITHOUT WARRANTY OF ANY KIND, EITHER –EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO –SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO ENTRANTS. ENTRANTS SHOULD CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**10. Disputes; Governing Law.** These Official Rules and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Pennsylvania without regard to its conflicts of laws rules. Any controversy or claim arising out of or relating to these Official Rules and/or the Contest shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the County of Berks, Pennsylvania. Each entrant accepts and agrees to arbitrate any controversy or claim and consents to Pennsylvania as the jurisdiction and location for arbitration. The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Contest.

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