

## **“Daytona 4<sup>th</sup> of July Barbecue Sweepstakes” Official Rules**

NO PURCHASE NECESSARY TO ENTER OR WIN. A purchase will not improve your chances to win. The “Daytona 4<sup>th</sup> of July Barbecue Sweepstakes” (the “Sweepstakes”) is sponsored and administered by Aspen Dental Management, Inc., 281 Sanders Creek Parkway East Syracuse, NY 13057-1307 (“Sponsor” or “ADMI”).

### **\*ENTERING THE SWEEPSTAKES\***

From April 25, 2012 at 12:01 p.m. Eastern Time through June 10, 2012 at 11:59 p.m. Eastern Time (the “Entry Period”), go to [www.aspendental.com/racing](http://www.aspendental.com/racing) (the “Website”) and complete the online official entry form to enter the Sweepstakes. You may also enter the Sweepstakes by visiting the Sweepstakes tab found on the Aspen Dental Facebook Fan Page at “<http://www.facebook.com/aspendental>” and then accept the Sweepstakes Application (the “\*Application\*”). Once you accept the Application, complete the on-screen registration form, to receive one entry into the Sweepstakes. The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook. You understand that you are providing your information to ADMI and not to Facebook. The information you provide will only be used in the event you are selected as a Sweepstakes winner or if you have indicated that you would like to receive additional information from ADMI.

Only one entry per person. Any use of robotic, automatic, macro, programmed or like entry methods will void all such entries by such methods. All entries must be in English. Any entry submitted more than once will not be considered. Use of automated processes and devices to submit electronic entries is not permitted. ADMI is not responsible for any changes or effects caused by or to the entrant's computer system as a result of submitting electronic entries.

Only entries submitted via the electronic form provided on the Website or via the Facebook method of entry will be accepted. For your entry to be eligible, you must provide all information required on the entry form on the Website or Facebook Application. Incomplete entries will be disqualified. Entries submitted via any other method, including but not limited to U.S. Postal Service, hand delivery, facsimile or other express delivery services, will NOT be accepted. ADMI is not responsible for entries that cannot be processed due to phone, network, electronic or computer hardware or software failure, or technical failures of any kind.

ADMI reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes, Website or Facebook Application, violates these Official Rules, or acts in an unsportsmanlike or disruptive manner at any time in connection with the Sweepstakes, or with the intent to annoy, abuse, threaten or harass any other person in connection with the Sweepstakes. By participating in the Sweepstakes you agree to be bound by these Official Rules. Entries will be deemed to have been submitted by the email account holder if, in Sponsor's sole determination there is any dispute regarding the identity of a Sweepstakes entrant. In the event of a dispute as to entries submitted by multiple users having the same email account, the authorized subscriber of the email account used to enter the Sweepstakes at the actual time of entry

will be deemed to be the participant and must comply with these rules. Authorized account subscriber is deemed to be the natural person who is assigned an email address by an Internet access provider, on line service provider or other organization that is responsible for assigning email, addresses or the domain associated with the submitted email address.

**\*PRIZES\***

Grand Prize Winner – will receive the following Grand Prize (the “Prize”) to be utilized by Winner and up to five (5) accompanying designated guests : Trip for you and five (5) of your friends for a 4<sup>th</sup> of July weekend barbecue at Daytona Beach, FL with a visit from Tony Stewart and Ryan Newman; Six (6) roundtrip Coach class airline tickets to be used toward air transportation to and from the commercial airport nearest the winner’s home city; ground transportation to and from airport, as well as to and from the speedway in Daytona Beach, FL; Two (2) nights hotel accommodations in three (3) double occupancy rooms; Six (6) VIP Garage Credentials to July 7, 2012 auto race at the speedway in Daytona Beach, FL; A meet and greet opportunity with Tony Stewart and Ryan Newman on July 7<sup>th</sup>, 2012; Individual photography and autograph session with Tony Stewart and Ryan Newman for your group of six (6); (Approximate Retail Value (“ARV”) US \$12,500)

If actual value of Prize is less than the stated ARV, the difference will not be awarded. Prize Winner and Guest must comply with any security procedure(s) or measures imposed by the Event and/or its representatives as well as any rules or regulations applicable to the Event. Event administrators and/or Sponsor reserve the right to suspend or cancel Prize Winner’s and/or Guest’s attendance and/or participation at the Event due to non-compliance with any security procedure or inappropriate behavior or misconduct, as determined by Event administrators and/or Sponsor. Event participation is subject to terms and conditions specified by Event administrators. If the Event is postponed or canceled, Sponsor and Event administrators shall have no further obligation to Prize Winner and Guest other than to supply the remaining portion of the Prize, minus the cancelled portion of the Prize.

The total number of prizes to be awarded in the Contest is one (1) Grand Prize Winner. Sponsor reserves the right to request from any entrant additional documentation it reasonably believes is necessary to validate any entry or to award the Prize.

Travel must be booked at time of Winner notification through ADMI or an ADMI-appointed agency. All taxes on the Prize and other expenses associated with the Prize not specifically mentioned above as constituting the Prize, if any, are the sole responsibility of the Winner (or Guest as the case may be). A U.S. Winner will be issued a 1099 tax form for the ARV of the Prize.

No cash or other substitution, assignment or transfer of the Prize permitted, except by ADMI, who reserves the right to substitute Prize or Prize component with cash or another prize of comparable or greater value. Odds of winning depend on number of entries received.

**\*ELIGIBILITY\***

Sweepstakes is open only to legal residents of the United States, excluding Alaska and Hawaii, and Washington D.C. who are eighteen (18) years of age or older before July 7, 2012. Winner's guests must be eighteen (18) years of age or older before July 7, 2012. Void where prohibited by law.

The following individuals are not eligible to enter or win and their entries will not be considered: Employees, officers, and directors of ADMI and Stewart-Haas Racing or any of their respective parents, subsidiaries and affiliated companies, or any promotion, advertising, judging or public relations company doing business with any of the above, or any of their respective parents, subsidiaries and affiliated companies, or a member of the immediate family (parent, children, siblings, spouse, regardless of where they live) or any individual living in the same household of such employees (whether related or not).

#### **\*WINNER SELECTION\***

All entries must meet the requirements of the Sweepstakes. A tentative Prize winner will be selected by random drawing on or about June 11, 2012. The tentative Prize winner will be notified by Certified U.S. Mail, and/or telephone and/or e-mail and/or overnight courier on or about the week of June 11, 2012. Such notified person, at his or her sole discretion, may disclaim a Prize by not claiming such Prize or by not completing and returning to Sponsor, the Sponsor's Affidavit of Eligibility and Liability and Publicity Release within fourteen (14) days of attempted notification and in such case an alternate tentative Prize winner will be selected and this process will be repeated until such time as a tentative Prize winner completes and returns to Sponsor the Sponsor's Affidavit of Eligibility and Liability and Publicity Release within fourteen (14) days of attempted notification. At such time, subject to verification by the Promotion Sponsor, a tentative Prize winner will be deemed a Prize Winner. Except where prohibited by law, a Prize Winner further grants to the Sponsor the right to use such Prize Winner's name, photograph, voice, likeness and city of residence for purposes of advertising or promoting and publicizing the efforts and activities of the Sponsor and the Promotion without further consideration and to release his or her name to persons requesting the names of the winners of the Promotion. Non-compliance or the return of any prize notification as undeliverable may result in disqualification and selection of an alternate winner.

#### **\*LIMITATION OF LIABILITY AND RELEASE\***

ADMI and its subsidiaries, affiliates, distributors, independent contractors, dealers, and vendors, and these companies' officers, directors, agents, and employees are not responsible for and shall not be liable for: (i) entries that are lost, misdirected, unintelligible, corrupted, incomplete, late, otherwise not in compliance with these rules; (ii) any act, failure to act, delay, or error relating to the transmitting or processing of entries; (iii) telecommunications network, phone system, computer system, hardware, or software malfunctions, failure, disconnection, data loss, or other difficulties of any kind, including any injury or damage to an entrant's or other person's computer related to or resulting from participating in the Sweepstakes, or accessing or downloading materials relating to the Sweepstakes; (iv) any conditions not caused by ADMI that may cause the Sweepstakes to be disrupted or corrupted; (v) any losses or damages of any kind resulting directly or indirectly from acceptance, use, or misuse of any Prize awarded in the Sweepstakes; (vi) any printing or typographical errors in any materials relating to the

Sweepstakes or (vii) for any incorrect or inaccurate information, whether caused by web site users, or tampering or hacking, or by any of the equipment or programming associated with or utilized in the Sweepstakes and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the web site. ADMI is not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the web site. If, for any reason, the Sweepstakes is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of ADMI, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, ADMI reserves the right at its sole discretion to cancel, terminate, modify or suspend this Sweepstakes.

IN NO EVENT WILL ADMI OR STEWART-HAAS RACING OR ANY OF THEIR LICENSEES, AND/OR THEIR PARENTS, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, EVERYTHING IS PROVIDED "AS IS" 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 YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

ADMI reserves the right, in its sole discretion, to cancel, modify, terminate, or suspend this Sweepstakes if causes beyond ADMI's control corrupt the administration, security, or operation of the Sweepstakes. By participating in this Sweepstakes, all entrants agree to release and hold harmless ADMI, Stewart-Haas Racing, and each of their subsidiaries, affiliates, distributors, independent contractors, dealers, and vendors, and the officers, directors, agents, and employees of all such companies from any and all losses, damages, rights, claims, and actions of any kind resulting from participation in this Sweepstakes, or acceptance, possession, or use/misuse of any Prize, including without limitation, personal injuries, death, property damages, defamation, infringement of intellectual property rights, and claims based on the rights of publicity and privacy.

All entries and winners information will be loaded onto [www.aspendental.com](http://www.aspendental.com) at ADMI's discretion. Please send a stamped, self-addressed envelope to Echo Marketing at 1700 Montgomery Street, Suite 207 San Francisco, CA 94111 if you wish to obtain a copy of the official list of winners.

**\*GENERAL CONDITIONS\***

Winner must execute and return Affidavit of Eligibility/Release of Liability, and an IRS form, W-9, W-8BEN or W-8ECI must be completed by the potential Grand Prize Winner as appropriate, prior to award of any Prize.

Where permitted by law, by participating in this Sweepstakes Winner and each participant agrees to grant to ADMI, and its licensees, affiliates and assigns, the right to print, publish, broadcast and use, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, the winner's name, portrait, picture, voice, likeness and biographical information as news or information and for advertising and promotional purposes without additional consideration; and further without such additional compensation, appear for, or provide biographical information for use in any presentation or other activity which may include filming/audio/video/electronic or other recordings and/or interviews, as may be determined from time to time by ADMI.

Failure to make such appearances or grant such rights may result in disqualification with an alternate winner or potential winner selected; and while not obligated to do so, ADMI may in its sole discretion, bear such reasonable costs and expenses which ADMI, in its sole discretion, deems appropriate for winners or potential winners to appear for a presentation or other activity. Further, by accepting a Prize, the winner agrees to release and hold harmless ADMI, their parents, affiliates, subsidiaries, advertising and promotion agencies and their respective directors, officers, employees, representatives and agents from any and all liability for any injuries, loss or damage of any kind to person, including death, and property, arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of a Prize, participation in any Sweepstakes-related activity, or participation in this Sweepstakes. Void where prohibited by law.

ADMI reserves the right to prosecute any fraudulent activities to the full extent of the law.