

Terms & Conditions

1. **Eligibility:** This Campaign is open only to those who enter and meet the requirements of the Ethos Christmas Campaign and who are 16 years or older as of the date of entry. The Campaign is only open to residents of Queensland, Australia. Employees of Ethos Orthodontics, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Campaign. The Campaign is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. **Agreement to Rules:** By participating, the Contestant (“You”) agrees to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Ethos Orthodontics as final and binding as they relate to the content of this Campaign.

3. **Campaign Period:** Entries will be accepted online starting on **Monday, November 27, 2023 9am AEST** and the **winner announced on Monday, December 25, 2023 at 10am AEST**. All entries must be received by **Friday, December 22, 2023 at 5pm AEST**.

4. **How to Enter:** The Campaign must be entered by submitting a nomination on the Ethos Christmas 2023 landing page. The entry must fulfil all Campaign requirements, as specified, to be eligible to win the prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Ethos Orthodontics. You may enter only once. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Ethos Orthodontics.

5. **Prize:** The Winner of the Campaign (the “Winner”) will receive:
An Ethos Orthodontics treatment valued at up to \$8,000.

The specifics of the prize shall be solely determined by Ethos Orthodontics. No cash or other prize substitution shall be permitted except at Ethos Orthodontics’ discretion. The prize is non transferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of the Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by the Winner is permitted. Acceptance of prize constitutes permission for Ethos Orthodontics to use the Winner’s name, likeness, and entry for purposes of advertising and trade without further compensation unless prohibited by law.

6. **Odds:** The odds of winning will depend upon the number of eligible entries received.

7. Winner Selection and Notification: The Winner will be selected by a random drawing at the discretion of Ethos Orthodontics. The Winner will be notified by announcement on Ethos Orthodontics' Facebook and Instagram pages. Ethos Orthodontics shall have no liability for the Winner's failure to receive notices due to spam, junk e-mail, or other security settings or for the Winner's provision of incorrect or otherwise non-functioning contact information. If the Winner cannot be contacted, is ineligible, fails to claim the prize within 10 days from the time award notification was sent, or fails to return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by the Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. Any violation of these official rules by the Winner (at Ethos Orthodontics' sole discretion) will result in the Winner's disqualification as Winner of the campaign, and all privileges as Winner will be immediately terminated.

8. Rights Granted by You: By entering the Campaign, You understand and agree that Ethos Orthodontics, anyone acting on behalf of Ethos Orthodontics, and Ethos Orthodontics' licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the world, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent.

9. Terms & Conditions: Ethos Orthodontics reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond Ethos Orthodontics' control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such a case, Ethos Orthodontics may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Ethos Orthodontics. Ethos Orthodontics reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. Ethos Orthodontics has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such an attempt be made, Ethos Orthodontics reserves the right to seek damages to the fullest extent permitted by law.

10. Limitation of Liability: By entering, You agree to release and hold harmless Ethos Orthodontics and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv)

unauthorised human intervention in any part of the entry process or the Campaign; (v) electronic or human error in the administration of the Campaign or the processing of entries.

11. Disputes: As a condition of participating in this Campaign, You agree that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Australia having jurisdiction. Further, in any such dispute, under no circumstances shall You be permitted to obtain awards for, and hereby waive all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than Your actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). You further waive all rights to have damages multiplied or increased.

12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Ethos Orthodontics website. To read the Privacy Policy, go to the Ethos Orthodontics website.

13. Channels: The Campaign hosted by Ethos Orthodontics is in no way sponsored, endorsed, administered by, or associated with Facebook and Instagram.