

**“Somewhere to Smile About” Sweepstakes
OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF MONEY IS NECESSARY TO PARTICIPATE IN OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT OF MONEY WILL NOT IMPROVE THE CHANCES OF WINNING. THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH ANY SOCIAL MEDIA PLATFORM INCLUDING WITHOUT LIMITATION TIKTOK, SNAPCHAT, OR FACEBOOK OR INSTAGRAM FROM META (“SOCIAL MEDIA PLATFORM(S)”).

The “Somewhere to Smile About” Sweepstakes (the “**Sweepstakes**”) intended for legal residents of the United States of America and Canada and shall only be construed and evaluated according to USA law, Canadian law and applicable state/province law. Do not enter this Sweepstakes if you are not a resident of the USA or Canada or otherwise ineligible in accordance with these Official Rules at the time of entry. The Sweepstakes begins at 12:00:01 a.m. EST on October 5, 2023, and ends at 11:59:59 p.m. EST on October 20, 2023 (“**Sweepstakes Period**”). The Sponsor’s database computer is the official time-keeping device for the Sweepstakes.

SPONSOR/ADMINISTRATOR: The Sweepstakes is sponsored by Mayor and City Council, of Ocean City, 301 N. Baltimore Avenue, Ocean City, MD 21842 (the “**Sponsor**”) and administered by American Sweepstakes & Promotion Co., Inc., 300 State St. Suite 402, Rochester, NY 14607 (the “**Administrator**”). Sponsor has authorized Birdsall, Voss & Associates, Inc. (“**BVK**”) to operate as an agent on their behalf for this Sweepstakes.

ELIGIBILITY: The Sweepstakes is open to legal residents of the USA or **Canada** who are at least twenty-one (21) years of age at the time of entry (the “**Entrants**”). The Sponsor, BVK, the Administrator, their respective parent companies, employees, officers, directors, subsidiaries, affiliates, distributors, sales representatives and advertising and promotional agencies, and the officers, directors, agents, and employees of each of the foregoing (collectively, the “**Released Parties**”), and members of their immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above are NOT eligible to participate in this Sweepstakes. Non-eligibility or non-compliance with any of these Official Rules will result in disqualification. **Void where prohibited or restricted by law.** (For the avoidance of doubt, any references in these Rules to Entrants shall also include the Entrant who is deemed the Winner (as defined below)).

Commented [MC1]: No longer need to exclude Quebec. Quebec has softened their requirements and no longer ask for bonding, registration and rules translation for a Sweepstakes such as this.

AGREEMENT TO OFFICIAL RULES: By participating, Entrants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Sweepstakes. Winning the Grand Prize (as defined below) is contingent upon fulfilling all requirements set forth herein.

HOW TO PARTICIPATE: Entrants will be able to enter the Sweepstakes by visiting www.ococean.com/worldsmileaday (the “**Website**”) and following the links and instructions to

complete the Sweepstakes registration form. Entrants will be required to provide his/her full name, home zip code, daytime telephone number, and email address. All entries must be received by the Sponsor by October 20, 2023 in order to be eligible. By properly completing the Sweepstakes registration form, the Entrant will receive one (1) Sweepstakes entry. During the Sweepstakes Period, there will be a limit of one (1) entry per Entrant.

All required information must be provided to enter and to be eligible to win. Incomplete entries will be disqualified. Proof of entering information at the Website is not considered proof of delivery to or receipt by Sponsor of an entry. Internet entries must be made by the Entrant only at the Website. Entries made by any other individual or any entity, and/or originating at any other web site or email address, including, but not limited to, commercial Sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. The use of automated entry devices is prohibited, and no mechanically reproduced entries are allowed; all such entries are void.

The Released Parties are not responsible for late, incomplete, delayed, undelivered, or misdirected entries. By participating, you consent for Sponsor to obtain, use, and transfer your name, address, and other information for the sole purpose of administering this Sweepstakes. All information submitted by Entrants will be treated according to Sponsor's Privacy Policy, available at <https://oceancitymd.gov/oc/privacy-policy/>. By participating in the Sweepstakes and providing any personal contact information, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy.

DRAWING AND NOTIFICATION: The potential Grand Prize Winner will be selected in a random drawing conducted by the Administrator. The Grand Prize drawing will be conducted on or about October 24, 2023. Odds of winning the Grand Prize will depend on the total number of eligible entries received throughout the Sweepstakes Period. The potential Grand Prize Winner will be contacted by the Sponsor or Administrator via phone, email, and/or USPS mail.

GRAND PRIZE: There will be one (1) Grand Prize available. The Grand Prize Winner ("Winner") randomly drawn, upon the Administrator's verification of eligibility, will receive a 4-day/3-night trip to Ocean City, Maryland (the "Location") for two (2) people to (also, "Prize" or "Grand Prize"). The Grand Prize packages includes:

- Two (2) roundtrip standard economy airfare tickets from a major commercial airport in the USA or Canada, near the Winner's primary residence and the Location, as determined by Sponsor (Sponsor reserves the right to substitute ground transportation for air transportation if Winner resides within 250 miles of the Location).
- 3-night (double-occupancy) accommodations for up to two (2) people in Ocean City, Maryland (room and tax only).
- One (1) \$250 prepaid gift card

-Ocean City, Maryland Swag Bag

The Approximate Retail Value (“ARV”) of the total Grand Prize package is \$2,500, which will vary depending upon points of departure and destination and seasonal fluctuation of hotel rates and airfares. The value of the Prize set forth above represents Sponsor’s good faith determinations of the ARV thereof and such determinations are final and binding and cannot be appealed. If the actual value of a Prize is lower than the stated ARV when a Prize is procured and fulfilled, then the difference will not be awarded. All other expenses not specifically mentioned herein, including but not limited to, airport taxes and fees, baggage fees, ground transportation not specifically delineated, food, beverages, additional hotel amenities or fees and gratuities, are the responsibility of the Winner and/or traveling companion. The Sponsor is not responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by the air transportation carriers, hotels or other transportation companies or any other persons providing any of these services and accommodations necessitated by same. The Sponsor shall not be liable for any loss or damage to baggage and/or personal property. Travel, hotel, and other accommodations are subject to availability. The Grand Prize Winner and their traveling companion(s) must travel on the same itinerary. The Winner and travel companion are solely responsible for obtaining documents necessary for their respective international travel (i.e., passport and visa if applicable). The trip must be fully executed by October 31, 2024 or the Prize will be forfeited. All travel dates are subject to change in the Sponsor’s sole discretion. Certain blackout dates and material restrictions may apply. **NOTE: No substitution, assignment or transfer of the Prize is permitted, except by Sponsor, who reserves the right to substitute the Prize or any Prize component with another of equal or greater value.**

ADDITIONAL PRIZE CONDITIONS: Should a selected Prize Winner be a Canadian citizen, the selected Entrant must answer correctly without assistance of any kind, whether mechanical, electronic, or otherwise, a mathematical skill-testing question posed by mail or telephone. If the selected Entrant fails to correctly answer the question, he/she will be disqualified, and another Entrant will be randomly selected. The potential Prize Winner who correctly answers the skill-testing question will be notified by telephone and/or mail and/or email at the Sponsors’ discretion using the contact information provided at the time of entry. If the potential Winner is determined to be less than the age of majority in his/her province of residence, then the potential Winner will be disqualified and an alternate winner will be selected in their place.

By accepting the Prize, the Winner agrees to release and hold harmless the Released Parties from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the Prize. The potential Winner must sign and return to the Administrator, within seven (7) days of the date of notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release (if USA resident) or a Declaration of Compliance (if Canadian resident) in order to claim his/her Prize. In addition, the Winner’s traveling companion will be required to complete and return a Travel Companion Waiver within the same time deadline (listed above). **Note: The Affidavit sent to a potential USA Grand Prize Winner will require that the Winner provide their Social Security Number to the Administrator, which will be used solely for tax reporting**

purposes. The Winner will be responsible for all local, state, and federal taxes associated with the receipt of the Prize. The Winner must note that the value of the Grand Prize is taxable as income and an IRS Form 1099 will be filed in the name of the Winner for the value of the Prize (applicable to USA Winner only). If a Prize or Prize notification is returned as unclaimed or undeliverable to the potential Winner, if a potential Winner cannot be reached or does not comply with Prize claim instructions within three (3) business days from the first notification attempt, if a potential Winner fails to return requisite document(s) within the specified time period, or if a potential Winner is not in compliance with these Official Rules, then such person shall be disqualified and, at Sponsor's sole discretion, an alternate Winner may be selected for the Prize at issue.

By accepting the Prize, where permitted by law, the Winner grants to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time their full name, portrait, picture, voice, contest captured at any Sweepstakes-related event, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification. The Winner also acknowledges that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Prize.

GENERAL CONDITIONS: If for any reason the operation or administration of this Sweepstakes is impaired or incapable of running as planned for any reason, including but not limited to (i) infection by computer virus, bugs, (ii) tampering, unauthorized intervention, (iii) fraud, (iv) technical failures, or (v) any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award the Prize using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be tampering or attempting to tamper with the entry process or the operation of the Sweepstakes or Sponsor's Website; or acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE; THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to the identity of a Winner based on an email

address, the winning entry will be declared by the authorized account holder of the email address associated with the registration in question. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Sweepstakes, Entrants agree to release and hold harmless the Released Parties and Social Media Platforms from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any Prize, including, but not limited to: (i) any technical errors that may prevent an Entrant from submitting an entry; (ii) unauthorized human intervention in the Sweepstakes; (iii) printing errors; (iv) errors in the administration of the Sweepstakes or the processing of entries; or (v) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt of a Prize. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. Entrants further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney fees. Entrants waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

Except as expressly provided above, IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE.

By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of a Prize. Released Parties are not liable in the event that any portion of the Sweepstakes is cancelled due to weather, fire, strike, acts of war or terrorism, pandemic, or any other condition beyond their control.

EACH ENTRANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE

CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OR PROVINCE OF THE USA OR CANADA ARE HEREBY EXPRESSLY WAIVED BY HIM/HER. SECTION 1542 READS AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

DISPUTES: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants, Administrator, and Sponsor in connection with the Sweepstakes shall be governed by and construed in accordance with the laws of the State of Maryland, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's, province's, or jurisdiction's laws. By participating in the Sweepstakes, Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, shall be resolved individually without resort to any form of class action; (ii) any judicial proceeding shall take place in a court within the Worcester County Circuit Court for the State of Maryland; (iii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event will attorney fees be awarded or recoverable; (iv) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to seek, punitive, incidental, exemplary, consequential, special damages, lost profits, other damages, and/or any rights to have damages multiplied or otherwise increased; and (v) Entrant's remedies are limited to a claim for money damages (if any) and he/she waives any right to seek injunctive or equitable relief.

SEVERABILITY: The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, the other provisions will remain in effect and will be construed as if the invalid or unenforceable provision were not contained herein.

MISCELLANEOUS: These Official Rules contain the full and complete understanding with respect to the Sweepstakes and supersede all prior and contemporaneous agreements, representations, and understandings, whether oral or written. The headings herein are for convenience only, do not constitute a part of these Official Rules, and shall not be deemed to limit or affect any of the provisions hereof. No amendment to, or waiver of, any provision of these Official Rules shall be effective unless in writing and signed by both Sponsor and Administrator. The waiver by Sponsor or Administrator of any provision of these Official Rules shall not constitute a waiver of any other provision herein. The rights and obligations hereunder may not be assigned by Entrants, whether by operation of law or otherwise, without the prior written consent of the Sponsor, and any attempted assignment in violation of the foregoing shall be null and void. These Official Rules shall be binding upon, and insure to the benefit of, the permitted successors and assigns of Sponsor, Administrator, and Entrant.

WINNERS LIST REQUEST: To request confirmation of the first name, last initial, city, and state of residence of the Winner, please send a self-addressed, stamped business size envelope, by December 10, 2023, to: ASC/BVK/OCMD Smile Sweepstakes Winners List Request, 300 State St. Ste. 402, Rochester, NY 14614.

