## COLGATE ORAL PHARMACEUTICALS, INC NUESTROS NIÑOS CONTEST OFFICIAL RULES

#### NO PURCHASE NECESSARY TO ENTER OR TO WIN

1. <u>How to Enter</u>: Colgate-Palmolive Company ("Sponsor") invites you ("Entrant") to enter the **Nuestros Niños Contest** ("Contest"). Entries will be accepted from 12:01 A.M. Eastern Daylight Time ("EDT") on **January 2, 2024** through 11:59 P.M. EDT on **May 3, 2024** ("Entry Period"). To enter the Contest, submit your case study during the Entry Period, which must include case study information, risk assessment tools, digital x-rays, charts, narrative for Hispanic pediatric patients less than 18 years old ("Entry"). All patient images, names, contact information and identifiers must be blocked or deleted to mask the identity of the patient to comply with HIPAA. If required, also submit consent release forms signed by the parent or patient prior to submission.

Entrants may submit their entries by electronic mail, to <a href="membership@hdassoc.org">membership@hdassoc.org</a>. Entries that have been tampered with or altered are void. A Hispanic Student Dental Association ("HSDA") chapter can submit more than one entry. All Entries become the property of Sponsor and will not be acknowledged or returned and only Entries which comply with these Official Rules will be considered.

- 2. <u>Eligibility</u>. The Contest is open only to students at dental schools with HSDA chapters (see the list of participating schools in **Exhibit A**) who are at least **18** years of age at the date of entry, as well as faculty mentor. The Contest is not open to employees of Sponsor, and its respective parents, affiliates, subsidiaries, advertising and promotional agencies, retailers, distributors (collectively, "Contest Entities"), and the immediate family members of, and any persons domiciled with, such employees. Void where prohibited by law.
- 4. <u>Eligible Entries</u>: By submitting an Entry or accepting any prize, Entrant represents and warrants that the Entry, including any videos, photographs, essays, etc., is the original creation of the Entrant, has not been copied in whole or in part from any other work, does not violate or infringe any copyright or trademark or other proprietary right of any other person or entity, is the sole property of the Entrant and has not been previously published.
- 3. <u>IMPORTANT</u>: If an Entry is selected as a potential winner, any other person(s) (or parent/legal guardian if person(s) featured are considered minors in their state of residence) appearing in the Entry and any potential travel companion of a potential winner, if applicable, will be required to sign a publicity and liability release and waiver of liability and if the Entry was photographed or taped by someone other than Entrant, such person will be required to sign a transfer of ownership and liability release prior to Entrant being deemed an eligible winner.

Entry must not: contain inappropriate or defamatory words/statements (including words or symbols that are considered offensive to individuals of any race, ethnicity, religion, sexual orientation, or socioeconomic group); depict any dangerous activities or situations; include threats to any person, place, business, or group; disparage persons or organizations associated with the Sponsor; invade the privacy or other rights of any person, firm or entity; contain material that is unlawful, in violation of or contrary to any and all applicable federal, state, or local laws or regulations; display any commercial/corporate advertising (including, but not limited to, corporate logos, brand names, trademarks, slogans, political, personal and religious statements); contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; contain material that is inappropriate, indecent (including, but not limited to, nudity or pornography), profane, obscene, hateful, tortuous, slanderous or libelous and may not in any way reference persons or organizations without their written permission; contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity or intellectual property rights, or that constitutes copyright infringement; communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate. Sponsor reserves the right, in its sole discretion, to disqualify any Entry that, in its sole opinion, refers, depicts or in any way reflects negatively upon the Sponsor, the Contest or any other person or entity, or does not comply with these requirements or these Official Rules. Submissions must be suitable for presentation in a public forum, including, but not limited to, television commercials, in sole determination of Sponsor.

# 4. Judging Criteria:

Contest submission should include and will be evaluated on:

- 1. A report detailing:
- Thoroughness of the patient's dental and medical history and treatment plan (30%)
- Considerations for cultural and socioeconomic factors (20%)
- Preventive evaluation and recommendations (30%)
- Patient outcomes and student reflections/learning (20%)

Representatives of Sponsor and Hispanic Dental Association (HDA) will choose the winners. In the event of a tie, the tying Entry with the highest score for thoroughness of dental evaluation and treatment plan will be the winner. In the event of a further tie, the entrants will be re-judged based on prevention evaluation and recommendations . The decision of the judges is final.

5. <u>Prizes</u>: One (1) Grand Prize and one (1) Runner Up Prize ("Prizes") will be awarded, consisting of:

The \$5,000 Grand Prize will be awarded to the student with the winning case study. The runner up prize will be awarded \$3,000. The award winning students' HSDA Chapters will also receive \$500 each. The two student Prize

winners and one faculty advisor from each winning school will also receive funding to include airfare (up to \$500 each), registration and 1 night's hotel accommodation (approximate value \$1,200 per person) to attend the Hispanic Dental Association Student Regional Meeting. ARV of all prizes: \$15,000. Trip includes: round-trip coach air transportation for each student and each faculty advisor to The Annual Meeting from a major commercial airport in the United States, near the winner's primary residence, as determined by Sponsor and hotel, 1-night hotel accommodations, and meals. In the event a Winner resides within 150 miles of Location, Sponsor reserves the right to substitute ground transportation for air transportation. All other expenses not specifically mentioned herein, including but not limited to, food, beverages, additional hotel amenities or fees and gratuities, are the responsibility of the winner and traveling companions. Winner and travel companions must travel on the same itinerary. Travel and hotel accommodations are subject to availability. Certain blackout dates and material restrictions may apply. Arrangements for the fulfillment of the Prize will be made by Sponsor. The trip portion of the prize may be canceled without liability or substitution of another prize if Sponsor reasonably believes such termination or change is advisable due to the COVID-19 pandemic, or if the HDA meeting is canceled or postponed. The Prize is non-transferable and no substitution by winners or cash equivalent is allowed. Sponsor reserves the right to substitute a Prize of equal or greater value at its sole discretion. All fees, federal, state, local tax payments and reporting or other expenses relating to the use, acceptance and possession of prize are the sole responsibility of the winner. An IRS Form 1099 will be filed on behalf of winner for the retail value of the Prize. Any minor guest must be accompanied by parent/legal guardian on trip.

6. Winner Notification: Each winner will be notified by email, phone or both at the discretion of the Sponsor on or about May 10, 2024. The return of a prize notification as undeliverable or inability to contact a potential winner may result in disqualification and an alternate winner may be selected. Winners (or parent/legal guardian if potential Winner is deemed a minor in his/her state of residence) and any person depicted in the Entry and any person who took or recorded the Entry and any travel companion of the winner will be required to execute and return within fourteen (14) days of notification an affidavit of eligibility, a liability release, a publicity release and a transfer of ownership, as applicable (collectively, "Release"), except where prohibited by law. Failure to sign and return the Release within fourteen (14) days, or to comply with any term or condition of these Official Rules or the prize notification letter will result in a potential winner's disqualification, the forfeiture of his or her interest in the prize, and the award of the prize to an alternate winner.

Sponsor reserves the right to conduct a background check of any and all public records relating to the winner and all persons depicted in the Entry, including, without limitation, civil and criminal court records and police reports. To the extent necessary under law, a potential winner and all persons depicted in the Entry (or parent/legal guardian if person is deemed a minor) shall authorize this background check. In that regard, the potential winner and all persons

depicted in the Entry (or parent/legal guardian if that person is deemed a minor) will be obligated to provide necessary contacts and information so that Sponsor may conduct such background checks. In the event that Sponsor decides in its sole discretion to do a background check and any potential winner or any person (or parent/legal guardian if person is deemed a minor) refuses to agree to a background investigation, or if Sponsor finds that Entrant or any such person has been convicted of a felony or if information discovered is deemed potentially harmful to the image of the Sponsor (as determined by Sponsor in its sole discretion), potential winner may be disqualified and an alternate may be selected. Sponsor reserves the right (in its sole discretion) to disqualify any potential winner based on background check results.

Submission of the Entry grants Sponsor and its agents an unlimited worldwide, perpetual license and right to use, publicly perform and use the Entry in any way, including, without limitation, in partial and edited form, in any and all media, without limitation, without consideration to the Entrant or any other person. Sponsor also permits the HSDA chapter from which each Entry was received to use, publicly perform and use the Entry in any way, including, without limitation, in partial and edited form, in any and all media, without limitation; however, such dental school may not license or otherwise transfer such rights to any third party, including but not limited to a competitor of Sponsor.

7. General Terms. Entrants on their behalf, and on behalf of their respective heirs, executors, administrators, legal representatives, successors and assigns agree to release, defend, indemnify and hold harmless Contest Entities, and those working on their behalf, and each of their respective officers, directors, representatives, employees, agents, successors and assigns, from any damage, injury, death, loss or other liability, either at law or equity, whether known or unknown, asserted or non-asserted, that may arise from or in any way relate to any Entrant's participation in this Contest or the awarding, acceptance, use or misuse of any Prize, including any travel related activities. Any and all disputes, claims, and causes of action arising out of or in connection with this Contest, shall be resolved individually, without resort to any form of class action. This Contest shall be governed by, and construed in accordance with, the laws of the State of New York, regardless of principles of conflicts of laws that may require the application of the laws of another jurisdiction. Any action or litigation concerning this Agreement shall take place exclusively in the federal or state courts sitting in New York, New York, and each Entrant expressly consents to the jurisdiction of and venue in such courts and waives all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. Each Entrant agrees to service of process by mail or other method acceptable under the laws of the State of New York. ANY CLAIMS, AND/OR BE**JUDGMENTS AWARDS SHALL** LIMITED TO **ACTUAL** OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS CONTEST. ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEYS' FEES, SPECIAL, PUNITIVE, **INCIDENTAL** OR CONSEQUENTIAL INDIRECT, DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE. In the event Sponsor is prevented

from continuing with the Contest as contemplated herein, due to events, including but not limited to, fire, flood, earthquake, explosion, pandemic or quarantine, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state, or local government law, order, or regulation, or order of any court or other causes not within Sponsors' control, Sponsor shall have the right to modify, suspend, extend or terminate the Contest. Sponsor is not responsible for any typographical or other error in the printing of the offer, Official Rules, administration of the Contest or in the announcement of any winner or Prize. Entry materials/data that have been tampered with or altered, or mass Entries or Entries generated by a script, macro or use of automated devices are void. The Sponsor is not responsible for: (i) lost, late, misdirected, damaged, illegible or postage due mail/Entries; (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of Entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive Entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; (iii) any injury or damage to Entrant's or any other person's computer related to or resulting from participating in the Contest, or (iv) the failure of any third party to comply with the instructions and proper administration of this Contest. By participating in the Contest, Entrant (x) agrees to be bound by these Official Rules, including all eligibility requirements, and (y) agrees to be bound by the decisions of Sponsor, which are final and binding in all matters relating to the Contest. Failure to comply with these Official Rules may result in disqualification from the Contest. Sponsor reserves the right to: permanently disqualify from any Contest it sponsors any person it believes has intentionally violated these Official Rules; and terminate the Contest or the online portion of the Contest if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Contest), or to select winners from among all eligible Entries received prior to termination. LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY INTERFERE WITH THE OPERATION OF THE CONTEST, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

- 8. <u>Administrator</u>: All decisions of the Sponsor and the judges shall regarding the selection of winners and all other aspects of the Contest shall be final and binding in all respects. Sponsor will not be responsible for typographical or printing or other errors, administration of the Contest, the announcement of the prizes or other inadvertent errors in these Official Rules or in other materials relating to the Contest.
- 9. <u>Winners' List:</u> The name of the winners may be obtained by mailing a self-addressed, stamped envelope (postage not required for Vermont residents)

after May 10, 2024 to Sponsor at: Colgate Oral Pharmaceuticals, Inc. Attention: Marti Santizo/Nuestros Niños Contest, 300 Park Avenue 8th floor, New York, NY 10022.

10. <u>Privacy</u>: To learn more about the ways Sponsor may use and share your information and about your privacy choices, read the Colgate-Palmolive's Privacy Statement at <u>Legal Privacy Policy | Colgate-Palmolive</u>.

### Exhibit A

## List of Eligible Dental Schools

### **ALABAMA**

University of Alabama

#### **ARIZONA**

A.T. Still University Arizona School of Dentistry and Oral Health

Midwestern University School of Dental Medicine at Glendale AZ

# **CALIFORNIA**

Loma Linda University

The Herman Ostrow School of Dentistry of University of Southern California

University of California Los Angeles

**UCSF** School of Dentistry

University of the Pacific

Western University

#### **COLORADO**

University of Colorado

### CONNECTICUT

University of Connecticut School of Dental Medicine

#### **FLORIDA**

LECOM School of Dental Medicine

Nova Southeastern College of Dental Medicine

University of Florida

### **GEORGIA**

Dental College of Georgia at Augusta University

## **ILLINOIS**

University of Illinois-Chicago Dental School

Midwestern University - Illinois

#### **INDIANA**

Indiana University School of Dentistry

### **IOWA**

The University of Iowa College of Dentistry

#### **KENTUCKY**

University of Kentucky College of Dentistry

University of Louisville Dental School

### **MAINE**

University of New England College of Dental Medicine

# **MARYLAND**

University of Maryland School of Dentistry

### **MASSACHUSETTS**

Harvard University

Tufts University

Boston University Goldman School of Dental Medicine

#### **MICHIGAN**

University of Michigan School of Dentistry

University of Detroit Mercy School of Dentistry

#### **MISSISSIPPI**

University of Mississippi School of Dentistry

### **MISSOURI**

University of Missouri Kansas City

# **NEBRASKA**

Creighton University

University of Nebraska Medical Center - College of Dentistry

### **NEVADA**

University of Nevada - Las Vegas School of Dental Medicine

#### **NEW JERSEY**

Rutgers School of Dental Medicine

### **NEW YORK**

Columbia University College of Dental Medicine

New York University College of Dentistry

State University of New York at Buffalo School of Dental Medicine

Stonybrook School of Dental Medicine

Touro College of Dental Medicine

### **NORTH CAROLINA**

University of North Carolina Chapel Hill School of Dentistry

East Carolina University School of Dental Medicine

### OHIO

Case Western Reserve University

Ohio State University College of Dentistry

#### **OREGON**

Oregon Health & Science University

Pacific University School of Dental Hygiene Studies

#### **PENNSYLVANIA**

Temple University School of Dentistry

University of Pennsylvania

Univeristy of Pittsburgh School of Dental Medicine

## **PUERTO RICO**

University of Puerto Rico School of Dentistry

## **SOUTH CAROLINA**

Medical University of South Carolina

#### **TENNESSEE**

University of Tennessee College of Dentistry

Meharry Medical College of Dentistry

### **TEXAS**

University of Texas - School of Dentistry at Houston

University of Texas – San Antonio

UT Health School of Dentistry at Houston

Woody L. Hunt School of Dental Medicine - Texas Tech

### **UTAH**

Roseman University College of Dental Medicine

University of Utah School of Dentistry

### **VIRGINIA**

Virginia Commonwealth University School of Dentistry

### **WASHINGTON**

University of Washington

# WASHINGTON, DC

Howard University College of Dentistry

#### **WISCONSIN**

Marquette University