

The Medical Protective Company

“Malpractice Minute Contest”

Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE OR PAYMENT WILL NOT INCREASE OR IMPROVE YOUR CHANCES OF WINNING.

1. ELIGIBILITY. The Medical Protective Company “Malpractice Minute Contest (the “Contest”) is only open to an entrant who, as of the entry date, is a permanent legal resident of the fifty (50) United States or the District of Columbia, who is at least eighteen (18) years old and a matriculated student at an American Dental Association-accredited dental education program. The Contest is void outside the eligible Contest territory; and where prohibited or restricted by law. Employees, officers and directors of The Medical Protective Company (“Sponsor”) and its parents, subsidiaries, affiliates (including, without limitation, Princeton Insurance Company), divisions, advertising and promotion agencies, and the immediate families (defined as parents, spouses, children, siblings, grandparents, and their respective spouses) or members of the same household (whether related or not) of each such employee, officer and director, are not eligible to enter.

2. CONTEST INSTALLMENTS; TIMING. The Contest will be offered by Sponsor from time to time by notification through Sponsor’s Malpractice Minute e-newsletter which references these Official Rules. Each installment of the Contest shall be treated and operated under these Official Rules as separate from other installments of the Contest. The Contest entry period for a Contest installment will begin at 12:01 a.m. Eastern Time (“ET”) on the date of publication of such e-newsletter and ends at 11:59 p.m. ET on the sixtieth (60th) day following such publication date (the “Entry Period”). Sponsor’s computer is the official timekeeping device for the Contest

3. HOW TO ENTER.

a. ENTRY METHOD. There is one (1) way to enter the Contest. During the Entry Period submit your Contest answer by email to dentalstudents@medpro.com; in the subject line include the words “Malpractice Minute Contest Answer,” and in the body of the email, together with your answer, include your complete name, complete address, phone number, date of birth and email address. Your answer must be your answer to the Malpractice Minute Contest question that is in the applicable e-newsletter. The answer has a LIMIT of 1,000 words maximum. The fact pattern and question are in the applicable Malpractice Minute e-newsletter (the “Contest Question”). Entries must conform to the entry requirements in Section 3(b) below and will be judged as described in Section 4 below. All entries must be received by Sponsor during the Entry Period. In the event of a dispute as to the identity of an online entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant, but only if that person is otherwise eligible to enter the Contest. Potential winners may be required to show proof of being the authorized account holder. If a dispute cannot be resolved to Sponsor’s satisfaction, the winning entrant may be deemed ineligible. The “authorized account holder” is the natural person assigned to an email address by an Internet service provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address. Submitting mass entries or entries generated by a script, macro or use of automated devices is prohibited and will result in disqualification.

b. ENTRY REQUIREMENTS. Each entry must meet the following requirements, compliance with which shall be as determined by Sponsor in its sole discretion:

- i. The answer must be an answer to the Contest Question;
- ii. It must be in English;
- iii. It must be suitable for a public forum, and in keeping with Sponsor’s positive family friendly image, and may NOT be offensive or inappropriate, as determined by Sponsor in its sole discretion;

iv. It must be entirely original to the entrant, and must NOT include any mention or performance of any copyrighted media production, including, without limitation, music, films, books, television programming, etc., or identifying descriptions of any media property;

v. It must NOT infringe, misappropriate or violate any right of any third party, including, without limitation, copyright, trademark, trade secret, or right of privacy or publicity, and must NOT incorporate or include anything (e.g., third party names, marks or logos) that would require the consent of any third party for the submission of the entry, or use of the entry by Sponsor or any of its designees. DO NOT SUBMIT ANY CONFIDENTIAL INFORMATION; and

vi. It must NOT have been previously published, submitted to another contest, won any other award, been broadcast on a media network, or submitted to any entertainment entity.

c. FOR ALL ENTRIES: LIMIT: One (1) entry per person in the Contest per each installment of the Contest. All entries must be received by Sponsor during the Entry Period. All entries become the exclusive property of Sponsor. ENTRY MATERIALS WILL NOT BE ACKNOWLEDGED OR RETURNED, AND, IN FACT, MAY BE DESTROYED. Proof of submission of any entry materials will not be deemed to be proof of receipt by Sponsor. Any submission that does not comply with any aspect of these Official Rules, as determined by Sponsor in its sole discretion, may be rejected by Sponsor and the entrant disqualified. All entrants and entries subject to verification prior to the awarding of a prize, as are the eligibility, age and other claims of/information provided by a potential prize winner. Entrants will cooperate with Sponsor and its representatives in connection with any and all verification activities.

d. USE OF ENTRY MATERIALS. Each entrant agrees that Sponsor and its successors, designees and assigns shall each have the perpetual, royalty-free, irrevocable, world-wide and fully-transferable right (but not obligation) to use, modify, display, reproduce, make derivative works of, and otherwise exploit entrant's entry and submissions (or any part thereof) for promotional purposes in any manner or media whether now or hereafter existing and/or to otherwise use or commercially exploit any entry or submission (or any part thereof) or information or ideas contained within any entry or submission, all without payment, notice, attribution, consideration or consent. Such use includes, without limitation, the right to use the entry materials on Sponsor's and its designees' websites and social media outlets (the timing of any posting shall be as determined by Sponsor in its sole discretion, and there is no guarantee an entry will be used). Sponsor does not have any obligation to maintain any of the entries or submissions, or any information or ideas contained therein, as confidential or proprietary. SPONSOR AND ITS DESIGNEEES RESERVE THE RIGHT TO EDIT, MODIFY, OR ABRIDGE ANY SUCH ENTRY OR SUBMISSIONS FOR ANY REASON PRIOR TO USE.

4. JUDGING; SELECTION; NOTIFICATION.

a. **JUDGING; SELECTION.** Eligible entries received during the applicable Entry Period will be judged and scored by a judging panel appointed by Sponsor who will judge and score the entries in accordance with the following judging criteria ("Judging Criteria"): Description of risk management strategy which, had it been employed, would have provided the greatest likelihood of an optimal dental outcome (60%), and clarity and authorship of description (40%). The judging panel will be comprised of an individual or individuals who are experienced in the dental and/or insurance industries. Judges will be individuals selected by Sponsor and may also be employees or agents of Sponsor or its affiliates, or advertising and promotion agencies. Subject to these Official Rules, an eligible entrant that submitted an entry with a top score will be the potential winner of a prize in the Contest. In the event of a tie, the tied entries will be judged against each other by the judging panel using the Judging Criteria until the tie is broken.

b. **NOTIFICATION.** A potential winner will be announced after the end of the applicable Entry Period in the subsequent edition of the Malpractice Minute. A potential winner must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. A potential winner will be notified by phone, mail, courier and/or email. In order to claim a prize, a potential winner may be required to execute and return to Sponsor a notarized Affidavit of Eligibility, a Liability Release and, except where prohibited by law, a Publicity Release (an "Affidavit/Release") in the form(s) provided by Sponsor. If required, the Affidavit/Release must be returned to Sponsor by the date and/or time indicated within the Affidavit/Release. If a

potential winner cannot be contacted within seventy-two (72) hours of the first attempt to contact him/her, or if a potential winner fails to return the Affidavit/Release (if required) within the specified time, or if a potential winner or his/her entry is found to be ineligible, or if a potential winner does not comply with the Official Rules, then such potential winner may be disqualified and an alternate potential winner selected by Sponsor in his/her place, which alternate will be an entrant who would have been an applicable prize winner if a disqualified potential winner was not considered in the Contest judging. In such event, an alternate potential winner will be notified by Sponsor as described above and will be required to return the required documents to Sponsor as described above; however, Sponsor, in its sole discretion, may adjust the above timing and delivery requirements to accommodate Sponsor's Contest schedule. Sponsor is not responsible for the failure of a potential winner to receive Sponsor's notification or the required documents for any reason, or for the inability of such potential winner to return the required documents for any reason. Each winner agrees that he/she will not conduct or participate in any media interview regarding this Contest or any prize without the express prior written permission of Sponsor.

5. AGREEMENT TO OFFICIAL RULES AND DECISIONS. By participating in the Contest, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Sponsor and the Contest judges (including, without limitation, decisions regarding eligibility of entries, the selection of entrants and the winner, and the awarding of the prize), which are final and binding in all respects. Entrants and winners must comply with all terms and conditions of these Official Rules, and participation and winning is contingent upon fulfilling all requirements.

6. PRIZE. Subject to the terms and conditions of these Official Rules, at least one (1) but no more than three (3) total winners will be selected by Sponsor in its sole discretion in each installment of this Contest, and at least one (1) but no more than three (3) total prizes will be awarded in each installment of this Contest. A prize consists of and is limited to \$50 cash (which may be awarded in any form as determined by Sponsor in its sole discretion, including by cash, check or cash card; if awarded as a cash card, card shall be as determined by Sponsor in its sole discretion, and card is subject to the terms, conditions, limitations and restrictions of the issuer thereof). Approximate retail value of each prize is \$50. Prize is nontransferable, nonassignable, nonnegotiable, and not redeemable for cash or credit. Prize must be accepted as awarded. Prize is awarded "AS IS" with no warranty, representation, or guarantee, express or implied, in fact or in law, made by Sponsor or for which Sponsor shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. No prize substitutions, except by Sponsor, who reserves the right (but has no obligation) to substitute a prize (or a component thereof) with another prize of equal or greater value (including cash) if the prize (or a component thereof) is not available for any reason as determined by Sponsor in its sole discretion. Unused components of the prize shall be forfeited and have no redeemable cash value. Winners are solely and fully responsible for any and all costs, fees, taxes, assessments and expenses associated with prize award, redemption, receipt and use, including, without limitation, all federal, state and local taxes on the prize. Winners waive the right to assert, as a cost of winning a prize, any and all costs of verification and redemption or travel to redeem the prize. If a winner is a minor in his/her jurisdiction of primary residence, prize may be awarded to the minor's parent or legal guardian who must assume all responsibilities of the prize winner. Non-compliance with any of the foregoing and any other condition of this Contest may result in disqualification and forfeiture of prize, in which case, no consideration will be awarded.

7. PUBLICITY. Except where prohibited by law, participation in the Contest constitutes a winner's consent to Sponsor's (and its designees', successors' and assigns') use of such winner's name, biography, likeness, voice, photographs, video, opinions, statements, hometown, state and country for promotional purposes in any manner or media (including, without limitation, online), worldwide, in perpetuity, and without further payment, consideration, notice, review, attribution or consent.

8. GENERAL CONDITIONS. Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Contest if, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties or failures or any other factor beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest. In such event, Sponsor reserves the right (but does not have the obligation) in its sole discretion to award prizes at random from among eligible, non-suspect entries received up to the time of suspected impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation

of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of this Contest is a violation of criminal and civil laws, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.

9. RELEASE. By entering, each entrant forever and irrevocably releases and holds harmless Sponsor and its parents, subsidiaries and affiliates, and their respective agents, advertising and promotion agencies, affiliates, Contest partners and prize suppliers, and all of their respective employees, officers, directors, shareholders and agents from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from entrant's participation and/or entry in the Contest (including, without limitation, any activities associated with creating the entry), and/or entrant's award, receipt or use of any prize awarded in the Contest.

10. LIMITATIONS OF LIABILITY. Sponsor is not responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, or misdirected entries or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process or the Contest; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Contest or the processing of entries; or (f) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest, or from viewing, playing or downloading any material from Sponsor's website(s), regardless of whether the material was prepared by Sponsor or a third party, and regardless of whether the material is connected to Sponsor's websites by a hypertext link.

11. DISPUTES. Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prizes awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in federal or state courts located in Ft. Wayne, Indiana; entrant submits to sole and exclusive personal jurisdiction to said courts in the State of Indiana for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or Sponsor in connection with the Contest shall be governed by, and construed in accordance with, the laws of the State of Indiana, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of Indiana, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Indiana.

12. DATA COLLECTION. Entrants provide personal information to Sponsor and its designees when they enter the Contest. Sponsor and its designees collect this information and use it to (a) administer this Contest and (b) for market research and for other marketing purposes. Sponsor and its designees may share this information with third parties who need access to this information to perform services on Sponsor's behalf. Sponsor may also share this information with select marketing partners, who may use it to contact you with information and offers they believe will be of interest to you.

13. OFFICIAL RULES. These Official Rules are available by [clicking here](#), or by sending a self-addressed postage-stamped envelope to "Malpractice Minute Contest – Rules Request," c/o The Medical Protective Company Dental Team, 5814 Reed Rd., Ft. Wayne, Indiana 46835.

14. WINNER'S LIST. To request a list of Contest winners, send a self-addressed postage-stamped envelope to "Malpractice Minute Contest - Winners List Request," c/o The Medical Protective Company Dental Team, 5814 Reed Rd., Ft. Wayne, Indiana 46835.

15. SPONSOR. The sponsor of the Contest and the address at which the Sponsor may be contacted is: The Medical Protective Company Dental Team, 5814 Reed Rd., Ft. Wayne, Indiana 46835