

Wee Care Pediatrics' Disney Sweepstakes

ATTENTION: PROTECT YOURSELF FROM SCAMS

- Social media contests attract scammers pretending to award you the prize. They often use lookalike social media accounts to pose as the Sponsor.
- We will **not** contact potential winners via social media. We will not ask for credit card or bank information. We will not contact a winner without first announcing their name publicly on Facebook and Instagram at @WeeCarePediatricsUtah (Facebook) @WeeCarePedsUT (Instagram) the first week of September 2024.
- Any attempt to solicit information from any entrant aside from our official entry form is not legitimate.
- Once we've publicly announced a winner, we will follow up from an official WeeCarePediatrics.com email address to share the requirements to claim the prize. These requirements are detailed in the "Requirements of the Winner" section in the contest rules, below.

Official Sweepstakes Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR ODDS OF WINNING.

Eligibility: This giveaway is open to legal residents of **Utah residing in Davis, Box Elder, Morgan, Weber, Salt Lake, Utah, or Tooele Counties**, who have reached the age of majority and are of legal age to form a binding contract prior to the Giveaway Period. Individuals who have won any prize given away by Sponsor(s) in any giveaway, sweepstakes, promotion or contest within the last twelve (12) months are not eligible to win. Employees of Sponsor(s) and any other entities or individuals involved in the giveaway and their respective family members are also prohibited from entering. Entrants are subject to all applicable federal, state, and local laws and regulations. Void where prohibited by law.

Sponsor: The giveaway is sponsored by:

Kelson Physician Partners of Layton, LLC
DBA Wee Care Pediatrics
2086 N 1700 W, Layton, UT 84041

Agreement to Official Rules: By participating in this giveaway (the "Giveaway"), entrants agree to abide by the terms and conditions thereof as established by Sponsor and by the decisions of Sponsor or its designees, which are final and binding on all matters pertaining to this Giveaway.

Sponsor reserves the right to qualify all entries and to reject any entries that do not meet the requirements for participation as established by Sponsor.

Giveaway Period: The Giveaway begins on June 1, 2024 at 12:00 am MT and ends on August 31, 2024 at 11:59 pm MT (the “Giveaway Period”). Entries received before or after the Giveaway Period are void. Sponsor’s computer is the official time-keeping device for the Giveaway.

How to Enter: During the Giveaway Period, visit weecarepediatrics.com/disney/ and complete the form to enter. Additional entries may be earned by indicating you’ve completed any of these steps:

1. On the entry form indicate if you follow Wee Care Pediatrics on Facebook and/or Instagram and have commented on the giveaway post.
To follow us, open the Facebook or Instagram app or website and either (a) log in to your existing account or (b) create a free account if you do not already have one (please note that you must agree to Meta’s terms and conditions at <http://instagram.com/about/legal/terms/> or <https://www.facebook.com/legal/terms/>) and follow Sponsor’s account @WeeCarePediatricsUtah (Facebook) or @WeeCarePedsUT (Instagram). Before entering the Giveaway, the “Private Account” option in your Instagram account settings must be set to “off”. Then find the Giveaway post, like it, and leave a comment telling us your favorite Disneyland attraction.
2. On the entry form, indicate any child(ren) who is/are up to date on their medical or dental well-check visits. Gain one additional entry per service line, per child. Children must be part of your immediate family and reside in your household.
3. On the entry form, indicate any friends you’ve referred to Wee Care Pediatrics or Wee Care Pediatric Dentistry & Orthodontics in the last twelve months. Gain one additional entry for each referred patient of record.
4. On the entry form, indicate if your child is a new patient in the last 30 days. Gain one additional entry for each new patient.
5. On the entry form, indicate if you’ve left any of our offices a Google Review in the last twelve months. Earn one additional entry for a verified Google Review.
6. On the entry form, indicate if your child has begun orthodontic braces treatment in the last thirty days at any of our offices. Gain an additional entry per new orthodontic patient.

All Entries must be complete before the end of the Giveaway Period to be eligible for the prize. Limit one form entry form submission per household. Anyone found to use multiple accounts to enter will be ineligible. Normal Internet access and device usage charges imposed by your on-line service may apply. Sponsor reserves the right to disqualify any non-conforming Entries.

Sponsor also assumes no responsibility for computer system, hardware, software or program malfunctions or other errors, failures, delayed computer transactions or network connections that are human or technical in nature, or for damaged, lost, late, garbled or misdirected Entries;

technical, hardware, software, electronic or telephone failures of any kind; lost or unavailable network connections; fraudulent, incomplete, garbled or delayed computer transmissions whether caused by Sponsor, the users, or by any of the equipment or programming associated with or utilized in this Giveaway; or by any technical or human error that may occur in the processing of submissions or downloading that may limit, delay or prevent an entrant's ability to participate in the Giveaway.

Sponsor reserves the right, in its sole discretion, to cancel or suspend this Giveaway and award the prizes from the Entries submitted up to the time of termination or suspension should causes beyond Sponsor's control, including unauthorized human intervention, which, in the sole opinion of Sponsor, corrupt, compromise or materially affect the administration, fairness, security or proper play of the Giveaway or proper submission of entries. Sponsor is not liable for any loss, injury or damage caused, whether directly or indirectly, in whole or in part, from downloading data or otherwise participating in this Giveaway.

CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS GIVEAWAY MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.

Selection of the Winner: One potential (1) winner will be selected by a random drawing within (7) days of the closing of the Giveaway Period. Odds of winning depend upon the number of eligible entries received.

Notification of the Winner: The potential winner will be notified via email within 1 business day of the selection date. If a potential winner does not acknowledge acceptance of the Prize within (3) business days after being notified that he or she is a potential winner, another potential winner will be chosen using the same procedure specified above.

Requirements of the Winner: Sponsor may require potential winners to sign and return an affidavit of eligibility and liability and publicity release, wherever lawful, as a precondition to award of a prize. If any potential winner fails to sign and return the requested documents to Sponsor within two (3) business days, that potential winner may be disqualified, and the prize will thereafter be awarded to an alternate potential winner from the remaining entrants using the procedure specified above.

Prize: One Winner will receive:

- One Disney Gift Card (the "Prize"), approximate retail value: US \$2,000.
- One Flight Gift Card, up to US \$800.

Prizes are non-transferable and non-refundable, and no substitutions will be made except as provided herein, in the Sponsor's sole discretion. Sponsor reserves the right to substitute a

particular Prize for one of comparable or greater value. Sponsor will not replace any lost, mutilated, or stolen gift cards. Standard terms and conditions apply. Prizes are not redeemable for cash.

Winners are responsible for any and all applicable local, state, provincial and/or federal taxes and fees. Sponsor will issue a Form 1099 to any Winner receiving a prize with a total retail value of \$600 or more. PRIZES ARE AWARDED AS IS AND WITHOUT CONDITION, WARRANTY, GUARANTEE OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) BEYOND THE CUSTOMARY REPRESENTATIONS PROVIDED WHEN THE PRIZE IS SOLD AT RETAIL.

Privacy: By submitting an entry, participants acknowledge and agree that any personal information that they provided may be maintained, used and disclosed in accordance with Sponsor's privacy policy, which can be found at <https://weecarepediatrics.com/privacy-policy/>.

Release and Publicity: You are participating in the Giveaway voluntarily. You assume all such risks and all related damages and losses, whether caused in whole or in part by any act or omission of Sponsor, or its affiliates, or any of their officers, directors, employees, agents, partners and licensors ("Sponsor Parties"), even where such acts or omissions are negligent. You voluntarily release, waive, discharge and hold harmless the Sponsor Parties from any and all claims, demands or causes of action for property damage, bodily injury, wrongful death, loss of services or other claims arising from or relating to your participation in the Giveaway and/or acceptance, possession and use of any prize.

BY RECEIPT OF ANY PRIZE AND/OR BY SIGNING AN AFFIDAVIT OF ELIGIBILITY AND LIABILITY/PUBLICITY RELEASE, IF REQUESTED, WINNERS CONSENT TO THE USE OF THEIR NAME AND ADDRESS BY SPONSOR FOR ADVERTISING AND PROMOTIONAL PURPOSES, WITHOUT ANY ADDITIONAL COMPENSATION, EXCEPT WHERE PROHIBITED.

Limitations on Liability: IN NO EVENT SHALL THE SPONSOR PARTIES BE LIABLE TO ANY PARTICIPANT OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM THE GIVEAWAY, ANY PRIZE AWARDED OR TO BE AWARDED IN THE GIVEAWAY, UNDER THESE OFFICIAL RULES, IN CONNECTION WITH THEIR PERFORMANCE OR BREACH, OR IN CONNECTION WITH ANY WARRANTIES HEREUNDER, OR IN CONNECTION WITH GIVEAWAY OR YOUR USE OF ANY PRIZE AWARDED IN THE GIVEAWAY, INCLUDING FOR THEIR NEGLIGENCE, INCLUDING ANY LOSS OF PROFITS OR SAVINGS OR ANTICIPATED PROFITS OR SAVINGS, DATA, OPPORTUNITY, REPUTATION, GOODWILL, OR BUSINESS, EVEN IF THE SPONSOR PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

THE SPONSOR PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE, LIABILITY, OR LOSS THAT YOU MAY INCUR, OR FOR ANY OTHER UNDESIRABLE CONSEQUENCES, RESULTING FROM: (1) ANY SUSPENSION OR DISRUPTION OF THE GIVEAWAY, INCLUDING

WHERE SUCH SUSPENSION OR DISRUPTION RESULTS FROM SPONSOR'S NEGLIGENCE, (2) ANY ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, INCLUDING BUT NOT LIMITED TO TYPOGRAPHICAL OR OTHER ERRORS IN THE PRINTING OF ANY OFFER OR ADMINISTRATION OF THESE OFFICIAL RULES OR IN THE ANNOUNCEMENT OF ANY PRIZES OR WINNERS (3) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR PARTICIPATION IN THE GIVEAWAY OR THE ACCEPTANCE, USE OR PARTICIPATION IN ANY PRIZE, (4) UNAUTHORIZED ACCESS TO OR USE OF SPONSOR'S SERVERS AND/OR ANY AND ALL INFORMATION STORED THEREIN, (5) INTERRUPTION OR CESSATION OF ANY TRANSMISSION IN CONNECTION WITH THE GIVEAWAY; (6) INADEQUATE OR FAULTY HARDWARE OPERATING THE GIVEAWAY; (7) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE GIVEAWAY BY ANY THIRD PARTY, (8) USER SUBMISSIONS, CONTENT OR THIRD-PARTY WEBSITES OR APPS; (9) DISCLOSURE OF, UNAUTHORIZED ACCESS TO, OR ALTERATION OF YOUR INFORMATION; (10) ERRORS OR OMISSIONS IN ANY CONTENT; OR (11) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT, YOUR INTERACTIONS WITH ANY ADVERTISERS, PRIZE DONORS, EVENT ORGANIZERS, OR SPONSORS WHEREIN SUCH CONTENT OR ADVERTISEMENT IS POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE IN CONNECTION WITH THE GIVEAWAY, OR YOUR ATTENDANCE AT ANY EVENT LISTED ON SPONSOR'S WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE SPONSOR PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

THE SPONSOR PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE, LIABILITY, OR LOSS THAT YOU OR ANY OTHER PERSON MAY INCUR, OR FOR ANY OTHER UNDESIRABLE CONSEQUENCES, RESULTING FROM YOUR BREACH OF YOUR WARRANTIES OR OTHER OBLIGATIONS UNDER THESE OFFICIAL RULES, INCLUDING, WITHOUT LIMITATION, THE OBLIGATION TO AVOID SHARING YOUR EMAIL ACCOUNT INFORMATION WITH ANY OTHER PERSON.

THE SPONSOR PARTIES' MAXIMUM AGGREGATE LIABILITY FOR ANY SINGLE EVENT (OR A SERIES OF RELATED EVENTS) GIVING RISE TO A CLAIM IN CONNECTION WITH THESE OFFICIAL RULES OR IN RELATION TO THE GIVEAWAY, EITHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, MISREPRESENTATION, OR NEGLIGENCE, WILL BE LIMITED TO \$50 USD.

BY PARTICIPATING IN THE GIVEAWAY, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND, IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Any claims relating to the Giveaway must be brought within one (1) year from the date the cause of action arose. Claims brought after such period are VOID.

Governing Law: These Official Rules shall be governed by and construed and enforced in accordance with the United States Federal Arbitration Act, other applicable federal laws and the laws of the State of Utah, without regard to conflict of laws principles.

DISPUTES: IF ANY DISPUTE ARISES BETWEEN SPONSOR AND YOU ARISING OUT OF OR RELATING IN ANY WAY TO THESE OFFICIAL RULES, YOUR PARTICIPATION IN THE GIVEAWAY, INCLUDING, BUT NOT LIMITED TO, THE VALIDITY, APPLICABILITY OR INTERPRETATION OF THESE OFFICIAL RULES, OR ANY PRIZES TO BE AWARDED OR ACTUALLY AWARDED IN CONNECTION WITH THE GIVEAWAY, WE BOTH AGREE THAT THE DISPUTE WILL BE SETTLED ONLY THROUGH ARBITRATION. This means that neither Sponsor nor you will sue in court before a judge or jury, individually or as a class member. Instead, one neutral arbitrator will decide the dispute, and the arbitrator's decision will be final except for a limited right of appeal under the Federal Arbitration Act. The arbitrator may award declaratory or injunctive relief only for the individual claims between Sponsor and you.

The arbitration will be administered by American Arbitration Association ("AAA"), in accordance with its Consumer Arbitration Rules. The arbitrator will be bound to follow applicable federal and state laws and regulations in deciding all issues and in rendering any award. The parties will be entitled to invoke the rules of discovery applicable to state court proceedings. The arbitration proceedings will be conclusive and not appealable, and any party to any award rendered in any arbitration proceeding will be entitled to have judgment entered on that award. Arbitration will take place in either Salt Lake City, Utah or, at your election, in the county where you are located. Each of us will pay our own attorneys' fees and expenses and one-half of the arbitrator's fees and expenses.

You may reject any change we make to this arbitration section and class action waiver by sending Sponsor notice within 30 days of the change. You may also opt out of this Arbitration Clause and Class Action Wavier by sending Sponsor a written notice so stating within 30 days following any transaction with us and retaining a copy of that opt out notice as well as proof of mailing of Your opt-out notice within the prescribed period. Either notice must be sent to 1320 S Jordan Pkwy, South Jordan, UT 84095. If you do not provide notice and retain a copy for your records, this Arbitration Clause and Class Action Wavier will apply.

SPONSOR AND YOU AGREE THAT ANY PROCEEDINGS TO RESOLVE ANY DISPUTE, INCLUDING ARBITRATION AND LITIGATION IN COURT, WILL BE CONDUCTED INDIVIDUALLY ONLY. Neither of us will seek to have any dispute heard as a class action, a class-wide arbitration, a private attorney-general action, or any other proceeding in which either of us acts or proposes to act as a representative for others. Sponsor and You also agree that no arbitration or other proceeding will be combined with another arbitration or proceeding without the written consent of Sponsor, you, and every other party to that arbitration or proceeding.

Severability: If any provision of these Official Rules is held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, without in any way affecting the remaining parts of these Official Rules.

Giveaway Results and Official Rules: To obtain the identity of the Winner and/or a copy of these Official Rules, send an email to giveawayresults@weecarepediatrics.com.

THIS GIVEAWAY IS IN NO WAY SPONSORED, ADMINISTERED, OR ASSOCIATED WITH DISNEY, GOOGLE, FACEBOOK, OR INSTAGRAM. BY ENTERING, ENTRANTS CONFIRM THAT THEY RELEASE THESE ORGANIZATIONS OF ANY AND ALL RESPONSIBILITY.