

GEMS PUBLISHING, USA  
NEW MEMBER CONTEST  
Terms and Conditions

1. This Contest is sponsored and administered by GEMS Publishing USA, Inc. ("GEMS). Any questions, comments or complaints regarding the Contest must be directed to the contest administrator c/o GEMS Publishing USA, Inc., 47 Mellen Street Framingham, MA 01702.
2. The Contest is open to legal residents of the United States who are 18 years of age or older, and have a valid U.S. Social Security number or Tax Identification Number. Void where prohibited. Odds of winning dependent upon the number of eligible entries received during the Contest Period, not to exceed 50 eligible entries.
3. Prize(s):
  - a. GRAND PRIZE: A \$15,000 (fifteen-thousand dollar) Gems Membership Scholarship. Scholarship may only be used towards the payment of Dr. Tom Orent's Gems Platinum Membership, GG12 Coaching Program, or GG12 Alumni Coaching Membership. There is no cash value. The scholarship must be used by the Grand Prize winner and may not be transferred. 3 years after winning the Grand Prize, any unused portion will be forfeited.
  - b. SECOND PRIZE: Apple iPhone 11 Pro (\$1,000.00 value)
  - c. THIRD PRIZE: Samsung Galaxy S20+ (\$1,000.00 value)
  - d. FOURTH PRIZE: Samsung 55" UHD TV (\$500.00 value)
  - e. FIFTH PRIZE: Microsoft Surface Go (\$400.00 value)
  - f. SIXTH PRIZE: TCL 49" UHD TV (\$350.00 value)
  - g. SEVENTH PRIZE: Samsung Galaxy Tab A (\$230.00 value)
  - h. EIGHT PRIZE: Apple Watch Series 3 (\$200.00 value)
  - i. NINTH PRIZE: Alexa Echo Show (\$150.00 value)
  - j. TENTH PRIZE: JBL Bluetooth Speaker (\$100.00 value)
4. All Contestants must register on Contest web site in order to enter the contest. When you register, you will be assigned a tracking code. When you refer a dentist

to our program, you should be sure that they use the tracking code so that the referral can be tracked back to you.

5. For each referral of a NEW QUALIFIED MEMBER , the Contestant will receive:
  - a. One Contest Ticket
  - b. The choice of up to 3 GEMS Swag items on the GEMS web site.
6. To qualify for a Contest Ticket, the referral of a NEW QUALIFIED MEMBER must meet the following conditions:
  - a. A NEW MEMBER must be a GENERAL DENTIST or a PROSTHODONTIST and must not currently be a member of any GEMS program and must not have been a member of any GEMS Program for at least 6 months prior to the referral.
  - b. A QUALIFIED MEMBER must be an active NEW PLATINUM MEMBER or GG12 Member, with an ongoing subscription to GEMS's services having paid the monthly membership fee for at least 3 months, without cancellation and without request for refund, paying either the full monthly fee or, if a reduced monthly fee, the reduction is no more than \$100 off the full fee.
  - c. If MEMBER is using a free test drive or other special membership offer where the reduced fee is more than \$100 off the regular fee, the time that the MEMBER pays such reduced fee does not count toward the qualification for a NEW QUALIFIED MEMBER for this Contest. The MEMBER must pay the monthly membership fee for at least 3 months starting the month after the expiration of the free test drive or other special membership offer.
  - d. GEMS Programs include all paid GEMS Insiders' Circle PLATINUM, GG12, and GG12 Alumni memberships.
7. A Contestant may receive more than one Contest Ticket if he or she makes a referral of more than one NEW QUALIFIED MEMBER.
8. There will be a maximum of 50 Contest Tickets for the drawing. Odds of winning will depend on the number of eligible entries received, not to exceed 50 Contest

Tickets. Odds of winning 2<sup>nd</sup> and subsequent prizes will depend on the number of remaining eligible entries, not to exceed 50 Contest Tickets.

9. Contest Period: The contest period will begin on September 10, 2018, and continue until the CLOSE DATE. The CLOSE DATE is the date by which GEMS determines there are 50 NEW QUALIFIED MEMBERS, not to exceed December 31, 2022.
10. Drawing: One winner for the Grand Prize and one winner for each of the 2<sup>nd</sup> through 10<sup>th</sup> prizes will be chosen from a random draw of Contest Tickets received in accordance with these Terms and Conditions. The drawing will take place at the next GIC Members' Retreat following the Close Date. The winners do not need to be present at the drawing to win.
11. WINNERS ARE RESPONSIBLE FOR PAYING ALL TAXES RELATED TO THEIR RESPECTIVE PRIZES, including without limitation local, county, state and federal taxes. WINNERS ARE RESPONSIBLE FOR ALL EXPENSES ASSOCIATED WITH THEIR RESPECTIVE PRIZES.
12. **Grand Prize Cash Buyout Option:** In lieu of accepting the above described Grand Prize of a \$15,000 Gems Membership Scholarship, Winner of the Grand Prize may choose the Grand Prize Cash Buyout Option which is single lump sum payment of TEN THOUSAND AND 00/XX DOLLARS (\$10,000.00) ("the Grand Prize Cash Buyout Amount"). If the Winner of the Grand Prize selects the Grand Prize Cash Buyout Option, the Winner forfeits any further claim to the Grand Prize; no payment other than the Grand Prize Cash Buyout Amount will be due or paid; the Winner of the Grand Prize forfeits the difference between the Grand Prize and the Grand Prize Cash Buyout Amount. If the Winner of the Grand Prize selects the Grand Prize Cash Buyout Option, the Winner is responsible for any and all taxes on the prize.
13. Prizes are not transferable or exchangeable by the Winner to any other Contestant. Other than the Grand Prize, prizes must be redeemed from GEMS or its representative within 7 days of the Contest Drawing. If the prize cannot be awarded for any reason, GEMS reserves the right to substitute such prize with another prize of equal or greater value, as determined by GEMS in its sole discretion. Grand Prize Winner must commence applying the Gems Membership Scholarship toward Platinum Membership monthly payments or the GG12 Coaching program, or GG12

Alumni membership within one (1) year of the date of the Contest Drawing, or the Grand Prize Winner will be deemed to have elected Grand Prize Buyout Option and the Grand Prize Cash Amount will be paid to the Grand Prize Winner pursuant to the terms of Paragraph 12 herein and the Winner of the Grand Prize will have forfeited the difference between the Grand Prize and the Grand Prize Cash Buyout Amount.

14. Entry Eligibility: The Contest is open to participants 18 and over. Gems Employees, Gems Contractors and their immediate families are excluded from participation in the Contest.
15. All Contestants will be deemed to have accepted these Terms and Conditions. No purchase is necessary to win.
16. Contestant acknowledges that any information provided will be used for administering the Contest. Not be combined with any other offers, GEMS reserves the right to change the conditions of this offer at any time without notice.
17. Promotional Activity: Winners may be required to take part in promotional activities related to the Prize Drawing and Winners shall participate in such activities on GEMS's reasonable request. Winners consent to the use by GEMS and its related companies, after the closing date of the Contest Drawing, for an unlimited time, of the Winners' voice, image, photograph and name for publicity purposes (in any medium, including still photographs and films, and on the internet, including any websites hosted by GEMS and its related companies) and in advertising, marketing or promotional material without additional compensation or prior notice. By entering the Contest all Winners and Contestants consent to the same.
18. By entering the Contest, you agree to the collection, retention, usage and distribution of your personal information in order to process and contact you about your Contest entry, and for the purposes outlined above.
19. Modification/Termination of Contest: GEMS reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, this Contest with or without prior notice due to reasons outside its control (including, without limitation, in the case of anticipated, suspected or actual fraud). The decision of

GEMS in all matters under its control is final and binding and no correspondence will be entered into.

20. Acceptance of Prize: By accepting their respective prizes, Winners agree to the prize conditions on participation and must sign a release to be eligible to receive the prize and hereby agrees: (i) that all decisions of the GEMS, and Contest Entities with respect to the Contest are final and binding; (ii) to release GEMS and its respective parent companies and affiliates, officers, directors, employees, agents, and licensees from any and all claims in connection with the Contest and the award or use of the prize; (iii) to allow GEMS to use their names, voices, photographs, likenesses, biographical material, in any advertising or broadcasting material relating to this contest, without additional financial or other compensation; and (iv) where allowed by law, sign a publicity release confirming such consent prior to acceptance of the prize. All other costs and expenses related to prize acceptance and use not specified herein as being provided are the sole responsibility of Prize winner. GEMS is not responsible in any manner for, any warranties, representations, or guarantees, express or implied, in fact or law, relating to any prizes, regarding the use, value or enjoyment of the prize, including, without limitation, its quality, mechanical condition, or fitness for a purpose. GEMS will not have any further obligation to winner. All taxes, upgrades and any other expenses not specifically identified in these Official Rules as included in the prize are the responsibility of the winner. GEMS reserves the right to substitute a prize, in whole or in part, of equal or greater monetary value if a prize cannot be awarded, in whole or in part, as described for any reason.
21. GEMS shall not be liable for any failure to comply with its obligations where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to force majeure.
22. Tampering and Delivery Disclaimer: GEMS, in its sole discretion, reserves the right to disqualify and prohibit from participating any person, who GEMS determines (in its discretion) is or is attempting to: (i) tamper with any part of the Contest; (ii) attempting to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices, (iii) intending to annoy, abuse, threaten

or harass any other participants, agents or representatives of the GEMS; and/or (iv) otherwise violating these Official Rules.

23. Release By participating in the Contest, each contestant and winner holds harmless and waives any and all claims of liability or damages against the GEMS and its respective employees and agents, for any personal injury or any loss which may occur from the conduct of, or participation in, the Contest, or from the award, receipt and/or use or misuse of any prize, including any travel related thereto. In order to participate in the giveaway event or to receive a prize, participants must sign an official waiver form provided by GEMS.
24. Compliance with Law: By entering the Contest, Contestant hereby submits to the jurisdiction and venue of the federal and state courts applicable to Middlesex County of the Commonwealth of Massachusetts, and waive the right to have disputes arising out of this Contest adjudicated in any other forum. Contestant agrees that, in no event will Contestant be entitled to injunctive or equitable relief of any kind or restrain the continuation of this Contest.
25. Liability: In consideration of entering the Contest, Contestant releases GEMS, its owners, affiliates, employees and agents from any and all claims Contestant or Contestant's agents or assigns may ever have, including but not limited to tort, common law and contract claims, other than any express contractual obligations of GEMS as expressly set forth in the contest rules.