

## Terms and Conditions:

1. Entry to win a prize in this competition is deemed as acceptance of the terms and conditions outlined here. Any entry not complying with these terms and conditions is considered invalid.
2. Entry is open to New Zealand residents and citizens only. In the event that an entrant is aged under 18 years of age consent must be obtained from a parent or legal guardian.
3. Entry is limited to one photograph per Eligible Entrant. Any subsequent entry after the first valid entry received from an eligible entrant will be invalid.
4. This competition is not open to members of the dental profession, their employees, families and students of the profession.
5. Employees of the New Zealand Dental Association (NZDA) or Colgate, its affiliates, their families or anyone professionally associated with the prize draw are not eligible to enter. Entries by agents or any party acting on behalf of the entrant will not be accepted.
6. To enter this competition, submit a photo to the [www.healthysmiles.org.nz](http://www.healthysmiles.org.nz) website in accordance with the website's terms of use.
7. The competition will run from **12.01am August 02, 2010 through to 11.59pm September 30, 2010**. Entries received prior to or after these dates and times will not be eligible for entry.
8. You are solely responsible for the photograph that you upload to the website, and agree that it will be your own original work and will not have been previously published.
9. You affirm that you have obtained consent from any people appearing in the photograph that you have submitted to win a prize. If you are under 18 years of age you also affirm that you have obtained consent from a parent or legal guardian to enter in this competition.
10. You agree not to upload any Prohibited Content including any material which is unlawful, harmful, threatening or harassing, abusive, defamatory, obscene or otherwise objectionable; containing nudity, violence or offensive subject matter; infringes any intellectual property rights or other rights of any third party; and/or contains software viruses or any other computer code, files or program designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
11. Judging criteria is based on creativity in demonstrating one of the three steps recommended, by NZDA, to maintain healthy teeth and gums.
12. No responsibility is accepted for late, lost, delayed, corrupted, illegible or incomplete entries to this promotion, which will be disqualified by the Promoter, or for transmission and/or computer error affecting the logging of entries to this promotion. Proof of sending will not be accepted as proof of delivery.
13. One grand prize is to be won in this competition. The grand prize winner will be awarded an **Apple iPhone 3GS – 8GB** (handset only, no contract).
14. The Prize cannot be transferable or redeemable for cash.
15. The Judge's decision is final in all respects.
16. The winner will be notified by email by no later than 11 October 2010 and the winning photograph will be published on the website. In the event that a winner does not respond within a week of notification the NZDA reserves the right to choose another winner.
17. The winner agrees to participate in post promotion publicity if required.
18. You will retain the intellectual property right for the photo uploaded by you. However, by entering in this competition you hereby grant to the NZDA a non-exclusive, worldwide and royalty-free license (with the right to sub-license) to use, reproduce, modify, adapt, publish and distribute such photos on and through the website, and in any and all other media for publicity and marketing purposes as we in our sole discretion see fit. Your name will be used or not used in acknowledgement at the discretion of the NZDA.
19. The Promoter collects entrants' information in order to conduct the competition. If the information requested is not provided, the entrant may not participate in the competition.
20. The Promoter may be required by law to disclose information entrants provide. The Promoter will only make the disclosure they believe in good faith that they are required to do so.
21. The Promoter reserves the right to modify these terms and conditions at any time.
22. If for any reason the promotion is not capable of running as planned for reasons including, computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the promoters which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the promoters reserve the right in their sole discretion to cancel this promotion.
23. The promoter's decision is final and no correspondence will be entered into. Promoter: New Zealand Dental Association, PO Box 28084, Remuera, Auckland 1541, New Zealand.