

**TERMS AND CONDITIONS: THE AMERICAN ASSOCIATION OF
ORTHODONTISTS 2024 NEW PRODUCTS SHOWCASE AWARD**

PARTICIPATION IN THIS CONTEST CONSTITUTES FULL ACKNOWLEDGMENT AND ACCEPTANCE OF THE FOREGOING TERMS AND CONDITIONS BY THE PARTICIPANT.

The 2024 New Products Showcase Award Contest (“2024 New Products Showcase” or the “Contest”), hosted and conducted by the American Association of Orthodontists (“AAO”), is a competition in which the winner is selected by choice of orthodontist and orthodontic resident attendees at the AAO’s 2024 Annual Session; chance will play no part in determining the award recipients of the Contest. Entries will be evaluated by AAO Annual Session attendees, who will vote for an award recipient in accordance with these Terms. See below for complete details.

1. **Binding Agreement:** In order to participate in the Contest, you must agree to these Terms and Conditions (“Terms”). Therefore, you should read these Terms prior to submission of an entry in the Contest in order to ensure that you understand and agree with them. By entering an Entry into the Contest, Participants agree to these Terms. Participants may not enter an Entry to the Contest and will not be considered for any award described in these Terms unless they agree to these Terms. These Terms form a binding legal agreement between Participants and the AAO with respect to the Contest.
2. **Promoter:** The Contest is provided and conducted by the American Association of Orthodontists, with offices at 401 N. Lindbergh Blvd., St. Louis, MO 63141.
3. **Eligibility:** To be eligible to participate in the Contest, you (“Participant”) must: (a) if an individual, be at least the age of majority in your country, state, province or jurisdiction of residence at the time of entry; (b) not be a resident of or entity in any of the following countries: the Balkans, Belarus, Brazil, Burma, China, Cote D’Ivoire (Ivory Coast), Crimea, Cuba, Democratic Republic of Congo, Iran, Iraq, Liberia, North Korea, Pakistan, Quebec, Sudan, Syria, Turkey or Zimbabwe; (c) not be a person or entity under U.S. export controls or sanctions; (d) provide the information and materials required for entry pursuant to section 6 of these Terms; and (e) an individual, or a corporation, LLC, or other corporate entity duly organized under the laws of an eligible jurisdiction (i.e., a jurisdiction other than the nations named specifically in this section 3). Participants agree that if considered for an award in the Contest, they will provide any additional necessary information or consents necessary to confirm eligibility as an award recipient. Failure to provide additional information or consents will be grounds for disqualification. Contest is void in the Balkans, Belarus, Brazil, Burma, China, Cote D’Ivoire (Ivory Coast), Crimea, Cuba, Democratic Republic of Congo, Iran, Iraq, Liberia, North Korea, Pakistan, Quebec, Sudan, Syria, Turkey and Zimbabwe, and where prohibited by law. Employees of the AAO and/or officers of the AAO, and their immediate family members, as well as any parents, subsidiaries, affiliates of the AAO and/or their respective directors, officers, employees, are ineligible to participate in this Contest. The AAO reserves the right to verify eligibility and to adjudicate on any dispute at any time.

4. Entry Period: The period in which Entries may be entered into the Contest begins on August 1, 2024 at 12:00 a.m. Central Time Zone in the United States, and ends at 11:59pm. on March 28, 2024 Central Time Zone (the “Entry Period”). Participants are responsible for determining the corresponding time zone in their respective jurisdictions.
5. Products Eligible to Participate: In order to be eligible for participation in the Contest, an entrant’s participating product (“Participating Product”) must meet each of the following qualifications: (a) Participating Product was first available for purchase by members of the orthodontic product market on or after April 25, 2023; (b) the Participant entering the Participating Product must display at a booth in the Exhibit Hall at the AAO’s 2024 Annual Session; (c) the Participating Product must be displayed at the Participant’s booth at 2024 Annual Session; and (d) the Participating Product was sold and/or manufactured by the Participant. If the Participating Product is sold by and/or otherwise has multiple distributors (i.e., more than one) in the United States, then only the manufacturer of the Participating Product is eligible to enter the Participating Product in the Contest. Incomplete entries, including those that do not include all of the requirements set forth in these Terms, may be disqualified at the AAO’s sole discretion.
6. How to Participate: Participants will be tasked with submitting an entry for an original product sold or manufactured by the Participant (as determined pursuant to section (5) of these Terms) that is used in the practice of orthodontics. In order to participate in the Contest, Participants must first purchase this activation through the Exhibitor Console for the 2024 Annual Session, at a cost of \$750.00 per product. Participants will then receive an email link to the Official Entry Form (“Entry”). Thereafter, for each entry, Participants must complete all fields of the Entry which contains: (a) Company Name, (b) the name and contact information for the individual serving as the primary Contact for the Company, (c) the name of the Participating Product; (d) a description of the Participating Product, of no more than twenty-five (25) words; (e) the date the Participating Product was first available for purchase in the United States; (f) one photograph of the Participating Product; (g) Company logo and (h) indicate if the product is Treatment Product or a Practice Product . Entries should be provided by completing the official entry form and uploading requested information per the instructions on the form. Participants must display at a booth in the Exhibit Hall at the AAO’s 2024 Annual Session and must display the Participating Product at that booth in order to be eligible for the Contest. At the AAO’s 2024 Annual Session, Participants will receive from the AAO a sign indicating their participation in the Contest, which sign must be displayed at the Participant’s Exhibit Hall booth throughout 2024 Annual Session. Annual Session attendees will receive from the AAO information on which companies and products are participating in the Contest. Attendees will visit Participants’ booths to view Participating Products. Attendees will then enter their vote to select their favorite Participating Product. At the conclusion of the Contest, AAO will tabulate votes, and the winner of the Contest will be the Participating Product that received the most votes from attendees. AAO will announce the winner of the Contest near the conclusion of 2024 Annual Session, as well as publicizing the winner of the Contest in the AAO’s various communication channels and platforms (e.g., social media and email).

7. Entry Requirements: In addition to meeting the criteria in section 5 above, each Entry must also meet the following criteria:

(a) It must not be derogatory, offensive, threatening, defamatory, disparaging, libelous or contain any content that is inappropriate, indecent, sexual, profane, tortious, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person, or otherwise does not comply with the theme and spirit of the Contest.

(b) It must not contain content, material or any element that is unlawful, or otherwise in violation of or contrary to any applicable federal, state, provincial or local laws and regulations in any state, province or other jurisdiction where an entry is created.

(c) It must not contain any content, material or element that displays any third party advertising, slogan, logo, or trademark.

(d) It must be an original product that does not contain, incorporate or otherwise use any content, material or element that is owned by or subject to any rights of a third party or entity, and cannot contain any content, element, or material that violates a third party's publicity, privacy or intellectual property rights, except to the extent to which the Participant has a written document legally providing Participant with authorization to use such rights, and Participant must provide proof of such authorization to the AAO.

(e) The intended usage of the product represented in any Entry must be consistent with the mission, values and policies of the AAO, as determined in the AAO's sole discretion, including but not limited to the AAO's Clinical Practice Guidelines and Teledentistry Parameters.

By entering the Contest, Participant warrants and represents that he/she/it consents to the entry and the use of the entry in the Contest and to its use as otherwise set forth.

The AAO reserves the right, in its sole discretion, to disqualify any Participant who submits an Entry that does not meet the requirements as set out herein. By entering an Entry, the Participant hereby grants permission for the entry and the information contained therein to be shared on any websites owned or controlled by the AAO, any social media channels of the AAO, or other websites. Participant agrees that the Released Parties (as defined below) are not responsible for any unauthorized use of Submissions by third parties. Released Parties do not guarantee the posting of any Submission.

8. Intellectual Property Rights: As between the AAO and Participant, the Participant retains ownership of all intellectual and industrial property rights in the contents of their Entry. Participants are responsible for securing proper intellectual property protections. The AAO will not assume ownership responsibility, unless the AAO and Participant enter into a separate written agreement expressly for the purpose of the AAO's assumption of any ownership rights or responsibility. Participants are responsible for ensuring that they are not infringing on the intellectual property rights of another individual or entity. As a

condition of entry into the Contest, Participant grants the AAO, its affiliates, agents and partner companies, a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, perform publicly, and publicly display the contents of the entry: (a) for the purposes of allowing the AAO and attendees at Annual Session to evaluate entries for the Contest; and (b) in connection with advertising, publication, and promotion of the Contest to the general public.

By participating in the Contest, Participant understands, agrees and acknowledges that the public disclosure of a product, service, structure, concept or idea may have some effect on the Participant's ability to seek a patent, or other intellectual property protection for the Participating Product, and/or the ability of third parties to do so as well. Therefore, by making an entry and/or participating in the Contest, Participant understands, agrees and acknowledges that the entry in the Contest constitutes a "public disclosure" of the subject product, service, structure, concept or idea. Participant further agrees to release the AAO from any liability associated with or arising out of the public disclosure of the content of the Participant's Submission.

9. Right to Advertise Entry into the Contest: The AAO grants to Participants who submit a qualifying Entry into the Contest the right to advertise the fact of their entry into the Contest. Any such advertisement by Participants pursuant to this section 9 shall not include or use the AAO logo. Any participant which advertises the fact of its entry into the Contest shall include in any such advertisement the following language:

The AAO does not endorse, certify, guarantee, or warrant the products, services, or offerings provided by ____ [name of Award Recipient], its platform or its employees, agents, subcontractors, or vendor, including but not limited to, ____'s entry of a submission into the 2024 New Product Showcase Award.

Additionally, Participants who offer any incentive, discount, or other benefit of any economic value (no matter the amount) to any orthodontist eligible to vote for a winner of the Contest in exchange for or in enticement of a vote by such orthodontist WILL BE DETERMINED TO BE INELIGIBLE FOR THE CONTEST, as determined by the AAO in its sole discretion.

Notwithstanding the foregoing, the AAO does not certify, guarantee, or warrant the products, services, or claims offered by any Participant in the 2024 New Product Showcase. THE AAO HEREBY DISCLAIMS, LIMITS, AND NOTIFIES PARTICIPANTS IN THE 2023 NEW PRODUCTS SHOWCASE AWARD THAT IT ASSUMES NO LIABILITY, EXPRESS, IMPLIED OR OTHERWISE, FOR ANY PRODUCT, SERVICE OR CLAIM MADE BY OR OFFERED BY A PARTICIPANT IN THE 2023 NEW PRODUCT SHOWCASE AWARD. The AAO grants Participants in the 2024 New Product Showcase Award no other rights beyond those set forth in this Agreement.

10. Right to Use Award Logo and Limitation of Liability: The AAO grants to the first place Award Recipient in each of the product categories: 1) Treatment Product and 2) Practice

Product a limited, non-exclusive, non-compensatory, and revocable license for use of the AAO's 2024 New Products Showcase Award logo and trademark (attached as Exhibit A) (hereinafter collectively referred to as "Logo"). The term of this revocable license shall begin on the date on which the Award is presented to the Award Recipient and shall have a term of one year, expiring on the 365th day after the Award is presented to the Award Recipient. The Award Recipient shall display on any advertisement, webpage, website, product packaging or other publication on which the Logo is displayed:

The AAO does not endorse, certify, guarantee, or warrant the products, services, or offerings provided by ____ [name of Award Recipient], its platform or its employees, agents, subcontractors, or vendor, including but not limited to, ____'s receipt of the 2024 New Products Showcase Award and/or the display of the 2024 New Products Showcase Award winner logo.

Notwithstanding the foregoing, the AAO does not certify, guarantee, or warrant the products, services, or claims offered by the winner of the 2024 New Product Showcase. THE AAO HEREBY DISCLAIMS, LIMITS, AND NOTIFIES THE WINNERS OF THE 2024 NEW PRODUCT SHOWCASE AWARD THAT IT ASSUMES NO LIABILITY, EXPRESS, IMPLIED OR OTHERWISE, FOR ANY PRODUCT, SERVICE OR CLAIM MADE BY OR OFFERED BY THE WINNERS OF THE 2024 NEW PRODUCT SHOWCASE AWARD, WHETHER THROUGH USE OF THE LOGO, THE GRANTING OF THE NEW PRODUCTS SHOWCASE AWARD, THE ATTENDANCE OF THE AWARD WINNER AT AAO'S 2024 ANNUAL SESSION AND/OR BEING PERMITTED TO EXHIBIT OR PRESENT OTHER INFORMATION AT THAT ANNUAL SESSION, OR OTHERWISE. The AAO grants the 2023 New Products Showcase Award winner no other rights beyond those set forth in this Agreement.

11. Publicity: By accepting an award, Participant agrees to the AAO's use of Participant's name and/or likeness, and the contents of the Entry in the Contest for advertising and promotional purposes of the Contest without additional compensation, unless prohibited by law.
12. Warranty and Indemnity: To the maximum extent permitted by law, each Participant agrees to indemnify and keep the AAO and the Released Parties indemnified at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default, or omission of the Participant and/or a breach of any representation or warranty set forth herein. To the maximum extent permitted by law, each Participant agrees to defend, indemnify and hold harmless the AAO and the Released Parties from and against any and all claims, actions, suits or proceedings, as well as any and all injuries, losses, liabilities, damages of any kind to persons or property, including death, costs and expenses (including reasonable attorney's fees) arising out of or accruing in whole or in part, directly or indirectly from Participant's participation in the Contest or any Contest-related activity or (a) any submission or other material uploaded or otherwise provided by the Participant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any

person or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by the Participant in connection with the Contest; (c) any non-compliance by the Participant with these Terms; (d) claims brought by persons or entities other than the parties to these Terms arising from or related to the Participant's involvement with the Contest; (e) acceptance, possession, misuse or use of any award or participation in any Contest-related activity or participation in this Contest; (f) any malfunction or other problem with the Contest website; (g) any error in the collection, processing or retention of submission information; or (h) any typographical or other error in the printing, offering or announcement of any award Recipient.

13. Right to Cancel, Modify or Disqualify: If for any reason the Contest is not capable of running as the AAO intended, the AAO reserves the right at its sole discretion to cancel, terminate, modify, suspend or extend the Contest. The AAO further reserves the right to disqualify any Participant who violates these Terms.
14. Nature of Relationship/Waiver of Equitable Relief: Under no circumstances shall any Submission into the Contest, the provision of any award, or anything in these Terms be construed as an offer or contract of employment with the AAO or any affiliated person or entity. Participants acknowledge that Submissions have been submitted voluntarily and not in confidence or in trust. Participant acknowledges that no confidential, fiduciary, agency, or other relationship, or implied-in-fact contract now exists between Participant and the AAO or any affiliated person or entity and that no such relationship is established by Participant's submission of a submission under these Terms. Each Participant hereby acknowledges and agrees that the relationship between the Participant and the AAO and/or affiliated persons and entities is not a confidential, fiduciary, or other special relationship. Each Participant acknowledges that many other submissions, concepts, ideas or stories may be competitive with, similar or identical to the Submission and/or each other in theme, idea, format or other respects. Each Participant acknowledges and agrees that such Participant will not be entitled to any compensation as a result of the AAO's use of any such similar or identical material. Each Participant acknowledges and agrees that the AAO does not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright (or other intellectual property rights) in and to the Submission.
15. No Obligation to Use: The AAO shall have no obligation (express or implied) to use any entry into the Contest, or to otherwise exploit any entry into the Contest or, if commenced, to continue the distribution or exploitation thereof, and the AAO may at any time abandon the use of any entry into the Contest for any reason, with or without legal justification or excuse, and Participants shall not be entitled to any damages or other relief by reason thereof.
16. Limitation of Liability: The AAO is not responsible for: (a) lost, late, damaged, destroyed, delayed, stolen, misdirected, incomplete, or illegible or garbled entries to the Contest 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 submission process or the Contest; or (e) printing, typographical, electronic, or human errors which may occur in the offer or administration of the Contest or the processing of Submissions. Participants agree that any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with participating in the Contest (but not the development of the Submission) but in no event attorneys' fees; and Participants waive all rights to claim any punitive, incidental, consequential, 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.**

17. Forum and Recourse to Judicial Procedures: To the extent permitted by law, these Terms shall be governed by, subject to and construed in accordance with the laws of the State of Missouri, United States of America, excluding all conflict of law rules. If any provision(s) of these Terms are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and all Participants expressly waive any and all such rights.

Exhibit A

AAO 2024 New Products Showcase Award Logo and Trademark – Treatment Products



AAO 2024 New Products Showcase Award Logo and Trademark – Practice Products

