

## 2019 Invisalign® Gallery Summit Shootout

### OFFICIAL PROGRAM RULES

The 2019 Invisalign® Gallery Summit Shootout (the “Program”) is a live case presentation event sponsored by Align Technology, Inc. (“Align”). The Program features Invisalign treatment outcomes submitted by general practitioners (an “Entrant”) that will culminate at the Invisalign Summit held in Las Vegas, NV from November 15-16, 2019. The Entrants with the four best outcomes based on the 2019 Summit Shootout theme categories will be invited to present their cases on stage, and the best overall treatment (“Shootout Winner”) of the four will be determined during the Summit. The top submitted treatment outcomes will be selected by peer GP doctors through a double-blinded online voting process prior to the Summit, and the highest scoring case within each category will determine the four cases to be presented.



The four theme categories for the 2019 Summit Shootout competition are:

- **Crowding**
- **Spacing**
- **Interdisciplinary**
- **Teen**

Categorization of submissions is based solely on the treating doctor’s assessment of the patient’s condition. Submitted treatment outcomes that do not fit into at least one of the theme categories will not be eligible for Shootout presentation consideration, but will be included for consideration in the Invisalign Gallery publication if selected as one of the top treatments. Entrants who are unable to attend the Summit or who do not wish to present their case live on stage may also submit entries for consideration into the Invisalign Gallery publication.

The Program is open to GPs in North America. Entrants submitting treatments for consideration may submit **one treatment per theme category**, but may only present one case at the Summit event.

Treatments previously accepted as Finalists in past Invisalign Galleries, Case Shootouts, or previously published in scientific journals or on [aligntechinstitute.com](http://aligntechinstitute.com) are ineligible for the Program.

Align, and their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies, and each of their respective officers, directors and employees (the "Promotional Entities"), are ineligible to enter the Program Promotion or win a prize. Household members and Immediate Family Members of such individuals are also not eligible to enter or win. "Household Members" shall mean those people who share the same residence at least three months a year. "Immediate Family Members" shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses. This Program Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited or restricted by law.

### Entries

By entering the Program, Entrants unconditionally agree to these Official Program Rules and agree to Align serving as the final decision-making authority for issues relating to the Program, with its decision being final and binding on all entrants. Align reserves the right to add, delete and/or alter clauses within these Official Program Rules at its discretion.

All submissions must be made online via <https://submit.invisaligngallery.com> prior to 5pm PST on **Friday, May 10<sup>th</sup>, 2019**. An entry consists of before photos and after photos, a complete online treatment summary report, and signed doctor and patient release forms. Entrant recognition information (Entrant photo, practice logo, office URL, etc.) is also required. Progress photos for restorative cases are highly recommended. Radiographs are optional and should not be taken for the purpose of records submission into the program, but are encouraged if they are available.

**Treatments where full fixed appliances were used in one or both arches are ineligible.** Sectional fixed appliances and ancillary devices (*e.g.* elastics, expanders, TADs, etc.) may be used; however, their use must be fully disclosed in the treatment summary report.

Entrants deemed to be among the top treatments (up to 100) will be invited to provide before and after study models of their patients' treatments for a supplemental 3-D digital gallery being compiled by Align. Invited Entrants who elect to participate in the 3-D digital gallery will receive \$300 as compensation for the time and materials associated with creation of the before and after study models. The patient will also receive \$50 in the form of an AMEX gift card. Providing study models is entirely optional, and is not required for participation in the Invisalign Gallery or Summit Shootout. PVS impressions, Cadent digital study models, and/or iTero intraoral scans will be accepted in lieu of plaster casts.

## Selection Process

All entries will be screened prior to going through an anonymous online voting process by peer GP doctors. Up to 100 treatment outcomes with the highest average scores will advance as Semifinalists.

For the online voting process, the before and after photos (de-identified), radiographs (if any), and a brief treatment summary of each top treatment will be posted on a password-protected online voting website created by Align. GPs experienced with Invisalign and selected by Align will be invited to vote on each of the treatment outcomes on a scale of 1 to 10 for treatment difficulty (40%), results achieved (40%), and records quality (20%). Invited doctors can only vote on each treatment once. Entrants and registered Summit attendees are not eligible to vote.

To ensure a similar number of votes per treatment, an optimization algorithm will be used to present the treatments with the fewest votes received first. The final composite score is based on the weighted individual components, and the top treatment in each category determined by the highest average component score. Any skipped cases are not counted towards the average score.

## Shootout Presenters

The four Entrants with the highest composite score in each of the four Summit theme categories will be notified on or after Wednesday, July 17<sup>th</sup>, 2019, and invited to present their treatment outcomes at the Invisalign Summit event. In the event that a presenter is unable to attend or does not wish to present, the Entrant with the next highest score in the category will be invited to present. In the event that an Entrant has the top score in more than one category, the Entrant must choose only one treatment outcome to present, and the Entrant with the next highest score in the category released will be invited to present their case.

Entrants who present their treatment outcome (“Case Shootout Finalists”) at the Summit event will have their Summit conference fees reimbursed provided they sign a Speaking Agreement prior to the event.

## Prizes

Grand Prize for four Case Shootout Finalists: *Complimentary Summit registration fee for Speaker, which includes hotel accommodations at the designated conference hotel for the duration of the Program (approximate retail value or “ARV”: \$1,500 USD)*

Semi-Finalist Prizes for Doctors: *\$300 only for GP doctors who take additional records and submit their Semi-Finalist submission case’s before & after plaster models/PVS impressions/iTero scans for our 3D digital library (approximate retail value or “ARV”: \$300 USD)*

*Semi-Finalist Prizes for Patients of GP Doctor Semifinalist Cases: \$50 only for patients (of GP Doctor Semifinalist Cases) who have additional records taken and whose GP Doctors submit their Semi-Finalist submission case's before & after plaster models/PVS impressions/iTero scans for our 3D digital library (approximate retail value or "ARV": \$50 USD)*

Only one prize per person and per household will be awarded. Prizes cannot be transferred, redeemed for cash, or substituted by winner. Prize cannot be combined with any other Align discount or benefit. Align will also reimburse Case Shootout Finalists for travel expenses per Align's travel policy. Align reserve the right in its sole and absolute discretion to award a substitute prize of equal or greater value if a prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The ARV of the prize represents Align's good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the prize turns out to be less than the stated ARV, the difference will not be awarded in cash. Align makes no representation or warranty concerning the appearance, safety, or performance of any prize awarded. Restrictions, conditions, and limitations may apply. Align will not replace any lost or stolen prize items. All federal, state, and/or local taxes, fees, and surcharges are the sole responsibility of the prize winner. Failure to comply with the Official Rules will result in forfeiture of the prize.

Align reserves the right to disclose Winner(s) as required by any government laws or regulations, such as those provided by the Physician Payments Sunshine Act. All Winners have the responsibility to report any prizes under this Promotion to any government healthcare program that may provide reimbursement.

### **The Invisalign Gallery Publication**

All top treatment outcomes (up to 100) will be on display at the 2019 Invisalign Summit and will be included in the 2019 Invisalign Gallery publication. All Entrants who submit a top treatment outcome will receive certificates of participation along with a print copy of the 2019 Invisalign Gallery publication.

### **Release/Consent**

By submitting an entry, Entrants grant Align a non-exclusive, royalty-free limited license to use, display, promote, and reproduce treatment outcomes without geographic or time limitation for the purpose of administering the Program and for promotional purposes in any and all media without further compensation, permission, or notification, unless prohibited by law.

Participation in the Program constitutes Entrant's consent to use of Entrant's name, likeness, photograph, statements, school affiliation, opinions, hometown, and/or state by Align and its affiliates for promotional purposes in any media without further compensation, permission, or notification, unless prohibited by law. Entrant represents that he/she has obtained lawful patient consent to submit information relating to patient to the Program, including patient's health information. Entrant further

represents that each treatment outcome and presentation (including verbal and written material) relating to the Program have been made in compliance with applicable state regulations.

Materials submitted to the Program will not be returned. Align agrees not to sell any materials submitted to the Program to third parties.

### **Limitations of Liability/Disclaimer**

Align assumes no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Program Promotion; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, camera, computers or providers utilized in any aspect of the operation of the Program Promotion; (d) inaccessibility or unavailability of any network or wireless service, the Internet or website or any combination thereof; (e) suspended or discontinued Internet, wireless or landline phone service; or (f) any injury or damage to participant's or to any other person's computer or mobile device which may be related to or resulting from any attempt to participate in the Program Promotion or download of any materials in the Program Promotion.

If, for any reason, the Program Promotion is not capable of running as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Program Promotion, the Align reserves the right at its sole discretion to cancel, terminate, modify or suspend the Program Promotion in whole or in part. In such event, Align shall immediately suspend all drawings and prize awards, and Align reserves the right to award any remaining prizes (up to the total ARV as set forth in these Official Rules) in a manner deemed fair and equitable by Align. Align and Released Parties shall not have any further liability to any participant in connection with the Program Promotion.

### **Governing Law**

The Program and the rights and obligations of Align and Entrants will be governed by and controlled by the laws of the State of California, applicable to contracts made and performed within California without reference to the applicable choice of law provisions. All actions, proceedings or litigation relating to the Program will be instituted and prosecuted solely within the State of California, Santa Clara County. The parties consent to the jurisdiction of the state courts of California and federal court located with such state and county with respect to any action, dispute or other matter pertaining to or arising out of the Program.

## **Entrant's Personal Information**

Any personal information supplied by you will be subject to the privacy policy of Align posted at [http://www.aligntech.com/privacy\\_policy](http://www.aligntech.com/privacy_policy). By entering the Program Promotion, you grant Align permission to share your email address and any other personally identifiable information with the other Program Promotion Entities for the purpose of administration and prize fulfillment, including use in a publicly available Winners list.

Further, by providing any personal information, you agree to receive information about Invisalign or iTero products and offers from partners of Align Technology, Inc. by e-mail or other means to which you consent. This information may contain special offers, useful tips and information on local providers, as well as requests for feedback about Invisalign or iTero products for informational and research purposes.

Align operates globally and may therefore transfer your personal information to other countries, including countries other than your country of residence. Your personal information may also be stored on our servers which may be located outside your country of residence. However, we will continue to protect your personal information in accordance with the privacy policy of the Align and its Binding Corporate Rules. By providing us your personal information, you agree to such transfers, processing or storage anywhere in the world, including the United States.

## **Winner List/Official Rules**

To obtain a copy of the Winner List or a copy of these Official Rules, send your request along with a stamped, self-addressed envelope to ALIGN TECHNOLOGY, INC. cc: GP INVISALIGN GALLERY SUMMIT PROGRAM PROMOTION at 2820 Orchard Parkway, San Jose, California 95134 or by emailing your request to [InvisalignGallery@aligntech.com](mailto:InvisalignGallery@aligntech.com). Requests for the names of the winners must be received no later than 11/01/2019. The winner list will be posted after winner confirmation is complete.

## **Sponsor Contact**

Align Technology, Inc.  
2820 Orchard Parkway, San Jose, California 95134

Any questions can be sent via email to [InvisalignGallery@aligntech.com](mailto:InvisalignGallery@aligntech.com)