



## **OFFICIAL RULES**

### **Invisalign® Mom Advisory Board Sweepstakes**

NO PURCHASE OF ANY KINDS IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW OR WHERE REGISTRATION OR BONDING REQUIRED. SUBJECT TO ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS.

**SWEEPSTAKES DESCRIPTION:** The “MAB” Sweepstakes (“Sweepstakes”) begins at 09:00:00 AM Pacific Time (PT) on December 1, 2015 and ends at 11:59:59 PM PT on December 31, 2015 (the “Promotion Period”). By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Align Technology, Inc. (“Sponsor”), and the administrator of the Sweepstakes, GOLD PR, PO BOX 401, 2621 Green River Rd. Suite 105, Corona, CA 92881 (“Administrator”), whose decisions shall be final and legally binding in all respects. Time of entry will be determined by Sponsor or administrator in their sole discretion.

**ELIGIBILITY:** OPEN ONLY TO CURRENT LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES, including Washington, D.C. WHO ARE AT LEAST 13 YEARS OF AGE AT THE TIME OF ENTRY AND WHO HAVE A VALID EMAIL ADDRESS FOR THE DURATION OF THE PROMOTION. VOID WHERE PROHIBITED BY LAW OR REGULATION OR WHERE REGISTRATION OR BONDING REQUIRED. Entrants who are not at least the age of majority in their jurisdiction of residence represent that they have their parent’s or legal guardian’s permission to enter. Employees, officers, directors, and their immediate families (i.e., parent, child, spouse or sibling and their respective spouses) regardless of where they reside; and those living in their same households, whether or not related of Sponsor or Administrator and their respective parents, subsidiaries, divisions, affiliated companies, dealers, service agencies, independent contractors, advertising and promotion agencies, and web hosting, service, and fulfillment providers are not eligible to enter or win. By participating, entrants agree to be bound by these Official Rules and the decisions of the Sponsor, which are binding and final on matters relating to this Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws.

**HOW TO ENTER:** You may enter the Sweepstakes during the Promotion Period online by signing into the entry form and performing the tasks provided herein. The entry form can be found embedded within participating bloggers’ blog posts. To enter the Sweepstakes, entrants (a) access the entry form on one of the before mentioned sites, (b) complete the entry form, (c) complete listed tasks for corresponding number of entries, and (d) submit the entry(ies). Any tasks completed by entrant must be in compliance with all laws and regulations, including making necessary disclosures as to “material connection” with Sponsor pursuant the Federal Trade Commission’s Guides Concerning the Use of Endorsements and Testimonials in Advertising, which can be found at <http://ftc.gov/os/2009/10/091005revisedendorsementguides.pdf>.

Automated or robotic Entries submitted by individuals or organizations will be disqualified. Internet entry must be made by the entrant. Any attempt by an entrant to obtain more than the



stated number of Entries by using multiple/different email addresses, identities, registrations, logins or any other methods, including, but not limited to, commercial contest/sweepstakes subscription notification, and/or entering services, will void that entrant's Entries and that entrant may be disqualified. Final eligibility for the award of any prize is subject to eligibility verification as set forth below. All Entries must be posted before the end of the Promotion Period in order to participate. Sponsor's database clock will be the official time keeper for this Sweepstakes.

An alternative way to enter the Sweepstakes is to mail a 3"x5" piece of paper with your name, age, address, city, state, zip code, email address, and daytime phone number (where you can be reached during normal business hours) to: Invisalign® MAB Sweepstakes, GOLD PR, PO BOX 401, 2621 Green River Rd. Suite 105, Corona, CA 92881. One entry per piece of paper/postcard received. Incomplete, illegible, lost, or mutilated entries will not be considered and will be disqualified.

Late submissions will not be accepted. Maximum of 15 entries per person. Any additional submissions by the same person will be disqualified and rejected. Submitted or winning entries may be posted online at [www.Invisalign.com](http://www.Invisalign.com) and/or Invisalign's social media sites (e.g., Facebook, Twitter, Instagram, Pinterest), and may be used in Invisalign sales and marketing materials.

In the event of a dispute in connection with the identity of the individual who submitted an entry online, the entry will be deemed to have been submitted by the authorized account holder of the email account identified on the online entry form. The authorized account holder is deemed to be the natural person who is assigned to an email address by an Internet access provider, service provider, or other online organization that is responsible for assigning e-mail addresses for the domain associated with the submitted email address.

**WINNER SELECTION:** The Grand Prize winner of the Sweepstakes will be selected in a random drawing on or around January 8<sup>th</sup> from among all eligible Entries received throughout the Promotion Period. Odds of winning will vary depending on the number of eligible Entries received. Receiving a prize is contingent upon compliance with these Official Rules.

**PRIZES:** One (1) Grand Prize winner will receive Invisalign or Invisalign Teen® ("Treatment") for themselves or their immediate family member. The Treatment may be used for winner or a member of winner's immediate family with a certified Invisalign provider chosen at Sponsor's sole discretion (up to a maximum value of \$5,000). Actual value of Treatment will vary and winner will not receive the difference between the actual value and the maximum approximate value. Treatment must be initiated within nine (9) months of Grand Prize winner confirmation or Grand Prize winner forfeits this aspect of the Grand Prize. In the event that Treatment is not medically suitable as determined by a certified Invisalign provider in good standing, or treatment is not geographically available to Grand Prize winner in Sponsor's sole discretion (i.e., within a 20-mile radius of Grand Prize winner's home), or Grand Prize winner otherwise forfeits the Treatment portion of the Grand Prize, at Grand Prize winner's sole discretion, Grand Prize



winner will receive \$1,000 in place of the Treatment. Approximate Retail Value (“ARV”) of the Grand Prize: Up to \$5,000.

Prizes cannot be transferred, redeemed for cash, or substituted, except as provided herein at the Sponsor’s sole discretion. Sponsor reserves 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 Sponsor’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. Sponsor makes no representation or warranty concerning the appearance, safety, or performance of any prize awarded. Restrictions, conditions, and limitations may apply. Sponsor will not replace any lost or stolen prize items.

Prize will only be awarded and/or delivered to addresses within the United States. 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.

**WINNER NOTIFICATION:** All potential prize winners must meet all eligibility requirements and fully comply with these Official Rules. The Sweepstakes is conducted under the supervision of the Administrator. The potential Sweepstakes winner will be notified by email at the email address provided in the Entry Information on or about one week after the random drawing. To claim the prize, the potential Grand Prize winner (or parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return an Affidavit of Eligibility, Liability and Publicity Release, which must be received by Administrator, within seven (7) calendar days of the date notice or attempted notice is sent, in order to claim the prize. Sponsor shall have no liability for any potential prize winning notification that is lost, intercepted, or not received by any potential winner for any reason. If a potential winner of any prize cannot be contacted, fails to sign and return the Affidavit of Eligibility, Liability and Publicity Release, fails to provide any other requested information within the required time period (if applicable), or the prize is returned as undeliverable, then potential winner forfeits the prize. In the event that a potential winner of the Sweepstakes Grand Prize is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. There will be three (3) alternate drawings after which the prize will remain unawarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion Period. If a potential winner is considered a minor in his/her jurisdiction of residence, prize may be awarded in the name of his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on winners set forth herein.

**PUBLICITY GRANT:** Each entrant, by participating in the Sweepstakes, except where legally prohibited, grants permission for Sponsor and its designees to use his/her name, address (city and state), photograph, voice and/or other likeness and prize information for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval. Each winner, by acceptance of his or her prize, except where legally prohibited, grants permission for Sponsor and its designees to use his/her name, address (city and state), photograph, voice, and/or other



likeness and prize information for advertising, trade, and promotional purposes without further compensation in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval.

**INTELLECTUAL PROPERTY:** Ownership of the pre-existing underlying intellectual property of the Entrant remains the property of the Entrant subject to Sponsor's rights to reprint, display, reproduce, perform, use, and exhibit the Entry for the purpose of administering and promoting the Promotion and for Sponsor's marketing and advertising purposes. By participating in the Contest, each Entrant grants to Sponsor a non-exclusive, worldwide, fully paid, royalty-free, perpetual, transferable license to reprint, display, reproduce, perform, use, and exhibit (including the right to make derivative works of) the Entry and materials and information submitted on and in connection with the Contest or use or receipt of the prize for any and all purposes in any medium. Each participating Entrant hereby warrants that any Entry and other materials and information provided by Entrant are original with Entrant and do not violate or infringe upon the copyrights, trademarks, rights of privacy, publicity, or other intellectual property or other rights of any person or entity, and do not violate any rules or regulations. If the Entry or information or materials provided by Entrant contain any material or elements that are not owned by Entrant and/or which are subject to the rights of third parties, Entrant represents he or she has obtained, prior to submission of the Entry and information or materials, any and all releases and consents necessary to permit use and exploitation of the Entry and information and materials by Sponsor in the manner set forth in the Official Rules without additional compensation.

Each Entrant warrants that the Entry and materials and information provided do not contain information considered by Entrant, its employees or personnel, or any other third party to be confidential, and that the Entry, materials and information provided do not violate any laws or regulations. Entrant agrees that Sponsor has the right to verify the ownership and originality of all Entries and that, upon Sponsor's request, Entrant must submit a written copy of any release or permission Entrant has received from a third party granting Entrant the right to use such property. Entrant understands and acknowledges that in the event a submission is selected as a winning Entry, and Entrant's ownership, rights and the originality of the Entry cannot be verified to the satisfaction of Sponsor or is in any other way ineligible, Sponsor may select an alternate winner based on the same judging criteria.

**PRIVACY AND USE OF DATA:** Sponsor collects personal information from you when you enter this Sweepstakes. Sponsor reserves the right to use any information collected in accordance with its Privacy Statement, which may be found <http://www.invisalign.com/privacy>.

**LIMITATIONS OF LIABILITY:** SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY PRIZE OR YOUR PARTICIPATION IN THE SWEEPSTAKES. BY ENTERING THE SWEEPSTAKES OR RECEIPT OF ANY PRIZE, EACH ENTRANT AGREES TO RELEASE AND HOLD HARMLESS SPONSOR, ADMINISTRATOR, FACEBOOK, AND THEIR SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, PRIZE SUPPLIERS, AND EACH OF THEIR RESPECTIVE PARENT COMPANIES AND EACH SUCH COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY, THE "RELEASED



PARTIES”) FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, ARISING OUT OF PARTICIPATION IN THE SWEEPSTAKES OR RECEIPT, USE, OR MISUSE OF ANY PRIZE. THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY ENTRANTS, PRINTING ERRORS OR BY ANY OF THE EQUIPMENT, OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE SWEEPSTAKES; (2) TECHNICAL FAILURES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN PHONE LINES OR NETWORK HARDWARE OR SOFTWARE; (3) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE SWEEPSTAKES; (4) TECHNICAL OR HUMAN ERROR THAT MAY OCCUR IN THE ADMINISTRATION OF THE SWEEPSTAKES OR THE PROCESSING OF ENTRIES; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM ENTRANT’S PARTICIPATION IN THE SWEEPSTAKES OR RECEIPT OR USE OR MISUSE OF ANY PRIZE. If for any reason an entrant’s Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant’s sole remedy is another Entry in the Sweepstakes, provided that if it is not possible to award another Entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible Entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In event that production, technical, programming, or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, then Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

**GOVERNING LAW.** This Sweepstakes and the rights and obligations of Sponsor and participants will be governed by and controlled by the laws of the State of California, applicable to contracts made and performed therein without reference to the applicable choice of law provisions. All actions, proceedings, or litigation relating hereto 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 in the State of California, Santa Clara County, with respect to any action, dispute, or other matter pertaining to or arising out of this Sweepstakes.

**WINNERS LIST:** The winners list or a copy of the Official Rules may be obtained after February 15, 2015 by sending a hand-printed, self-addressed, stamped envelope to: Invisalign® MAB Sweepstakes, Align Technology, Inc., 2560 Orchard Parkway, San Jose, California 95131. All requests must be received by May 15, 2016. Vermont and Washington residents may omit return postage.

**SPONSOR:** Align Technology, Inc., 2560 Orchard Parkway, San Jose, California 95131, [www.Invisalign.com](http://www.Invisalign.com).

**FACEBOOK AND THIRD PARTY DISCLAIMERS:** This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook. You understand that you are providing your information to Sponsor and not to Facebook. Names of products or manufacturers are used for purposes of prize description only and such use is not intended to



suggest or imply the manufacturer's sponsorship, endorsement, or the approval of this Sweepstakes. All trademarks referenced herein are owned by their respective companies and do not imply or suggest that such companies endorse or support this Sweepstakes.

**ONLINE, PRINT AND TV DISCLOSURE:** No purchase or payment necessary to enter or win the **Invisalign® Mom Advisory Board Sweepstakes**. Open to legal residents of the 50 U.S., including Washington, D.C., 13 and older at the time of entry. Other restrictions apply. Sweepstakes begins at 09:00:00 AM PT on December 1, 2015 and ends at 11:59:59 PM PT on December 31, 2015. Void where prohibited. Subject to Official Rules, available at: [www.Facebook.com/Invisalign](http://www.Facebook.com/Invisalign). Sponsor: Align Technology, Inc.

**RAFFLECOPTER DISCLAIMER:** This Sweepstakes is powered by Rafflecopter. Metric Feat LLC ("Rafflecopter") does not sponsor, administer or endorse this Sweepstakes. By entering this Sweepstakes, Participants agree to Rafflecopter's Privacy Policy (<http://www.rafflecopter.com/rafl/privacy/>). For technical information about the Rafflecopter widget, please visit <http://blog.rafflecopter.com/2012/08/anatomy-rafflecopter-giveaway/>.