

# Ankylos Anterior case competition - terms and conditions

*These terms and conditions are the competition rules ("Rules") and apply to the specific competition set forth herein and by entering the competition, you as a participant agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements. These Rules are entered into between you and Dentsply IH AB, a company incorporated in Sweden, under No. 556051-8812 with offices located at Aminogatan 1 (P.O. Box 14), SE 431 21 Mölndal, Sweden who is also the sponsor of the competition ("Dentsply" "we" "us" or "our"). This competition is in no way sponsored, endorsed, administered by, or associated with Facebook.*

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

## **How to enter**

You enter by submitting your best anterior case to the email address set forth below. The only limitations—it must be a case where you used Ankylos and you must fulfill all requirements as specified herein. The entry should consist of photos taken before, during and after treatment, X-rays, a 50-word treatment description and, if possible, a patient portrait ("Material") together with the patient consent form as set out in [Schedule 1](#). You may enter only once. Entries that are incomplete or do not adhere to the Rules may be disqualified at the sole discretion of Dentsply.

The competition starts and entries will be accepted from the date of publication of the competition and ends June 8 2018, 12:00:00 A.M, CET. To enter: Please e-mail your entry together with the patient consent form to [ankylos.cases@dentsplysirona.com](mailto:ankylos.cases@dentsplysirona.com) no later than June 8 2018, 12:00:00 A.M, CET.

Before sending any patient information to us included in the Material, you shall inform the patient that pictures and other material relating to the patient's case may, subject to the patient's approval, be used by Dentsply IH AB and any of its affiliated companies - without restrictions - for marketing, information and other purposes, externally as well as internally as well as by you when presenting the case at the Speakers' Corner in Berlin in case you are selected as one of the winners. Dentsply or any of its affiliates shall also be entitled to sublicense said rights to third parties for the above purposes including but not limited to third party service providers or collaboration partners. You will obtain the patient's unreserved approval and signature of the patient consent form, attached hereto as Schedule 1 to be provided by you to Dentsply prior to or at the same time as sharing any personal data to Dentsply included in the Material.

We will post the Material or parts thereof on our official company page on Facebook. We will photo credit the case to you by name and by participating in the competition you agree to Dentsply or any of its affiliated companies or other parties publishing your name in connection with publishing the Material in any event as set forth in the section "Intellectual property rights & use of entries". Please include your Facebook or Instagram account name if you would like us to tag you in the post.

## **Selection of winner**

Dentsply will select six (6) winners based on the best case, from all qualifying entries within five (5) business days from the closing date specified above. The criteria for the best case will be outstanding esthetic outcome leveraging the properties of the Ankylos implant system where the result should look like a natural tooth surrounded of healthy soft tissue – without any black triangles. The odds of winning depend on the number of eligible entries received.

The winners will be presented at Dentsply's official Facebook page & word of mouth website [www.wordofmouth.dentsplysirona.com](http://www.wordofmouth.dentsplysirona.com) as well as at the congress and will be contacted personally by email within five (5) days from the closing date (prize notification).

You agree to reply to the prize notification within a maximum of seven (7) days from the date you received the price notification from us to confirm the prize. Acceptance of prize constitutes permission for Dentsply to use winner's name, likeness, and entry for purposes of advertising and marketing purposes without further compensation as set forth herein, unless prohibited by law.

Dentsply shall have no liability for winner's failure to receive notices due to spam, junk e-mail or other security settings or for winner's provision of incorrect or otherwise non-functioning contact information. If winner cannot be contacted, is ineligible, fails to claim the prize within seven (7) days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate winner selected. Receipt by winner of the prize offered in this competition is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT DENTSPLY'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE COMPETITION, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED. You agree to accept the decisions of Dentsply as final and binding as it relates to the content of this competition.

### **Prize**

If your case is selected as one of the top six (6) by the judging panel, you will be invited to present the case at the Speakers' Corner in Berlin (International Congress on Ankylos June 29-30, Berlin) and we will cover your congress fee and evening event ticket. The six (6) winners will also provide a full case presentation at the congress. The prize value is approximately € 399 for the congress fee and € 125 for the evening event ticket. Actual/appraised value may differ at time of prize award.

Flight and accommodation or other associated costs are not included in the prize or covered by Dentsply. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, profit tax, insurances, transfers, spending money and other expenses (including meals or personal expenses upgrades etc.) as the case may be, unless specifically stated shall be the sole responsibility of winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winner is permitted. The specifics of the prize shall be solely determined by Dentsply.

### **Eligibility/qualifying entrants**

This competition is open only to those who are 25 years of age or older as of the date of entry and who meet the qualifications required by law to act as a dentist and perform the treatments covered by the case submitted as part of the competition. Furthermore, the competition is only open to legal residents of the European Union, US, China, Russia, Brazil, Cambodia, Indonesia, Singapore, Thailand, Japan, Saudi Arabia and Australia, and is void where prohibited by law.

By entering the competition, you hereby warrant that all information submitted by you is true, current and complete. Dentsply reserves the right to disqualify any entrant if it has reasonable grounds to believe the entrant has breached any of the Rules.

Employees of Dentsply, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "Employees"), and immediate family members and/or those living in the same

household of Employees are not eligible to participate in the competition. The competition is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

### **Intellectual property rights & use of entries**

By providing us with the Material and participating in the competition, you grant Dentsply, our affiliated companies, and our licensees, successors, and assigns a non-exclusive, worldwide, irrevocable license without limitation in time and territory, as permitted by law, to use, display, publish, transmit, copy, make derivative works from, edit, alter, store, re-format, and sub-license such Material and all information included in the entry - without restrictions - for marketing, news, publicity, information, advertising, public relations, promotional and other purposes in any media, externally as well as internally including but not limited to uploading the Material on our official company pages in social media, and you ensure that you have obtained all relevant consents from your patient and provided the patient with all relevant information allowing us or any of our group companies or other parties to use the Material including the patients personal data as set forth above. You warrant that you have provided your patient with all information relating to how his/her personal data will be processed by us and his/her rights in relation thereto.

You further warrant that you have obtained all necessary consents from your employees and all others engaged in the case as applicable and to the extent necessary for, allowing Dentsply or any of its affiliates at any point in time and without limitation in territory to freely use and publishing such Material in accordance with what is set forth herein.

You hereby warrant that your entry and all information which you submit and/or distribute will not infringe the intellectual property, privacy or any other rights of any third party, and will not contain anything which is libelous, defamatory, obscene, indecent, harassing or threatening. If relevant, Dentsply reserves the right, but not the obligation, to screen, filter and/or monitor information provided by you and to edit, refuse to distribute or remove the same.

### **Disclaimer of damages/limitation of liability**

Dentsply shall not be liable for any damage, injury or loss suffered by any entrant arising as a result of or in connection with the competition, these Rules or acceptance of any prize. Under no circumstances shall Dentsply be liable for and you hereby waive all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages so the above limitation or exclusion may not apply to you. In the event that this limitation of liability is unenforceable in no event will the liability of Dentsply or any other party under any theory of liability whether in contract, tort, strict liability or otherwise exceed the total value of the prize awarded under the competition in the aggregate, regardless of whether such parties have been advised of the possibility of such damages.

By entering, you agree to release and hold harmless Dentsply and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, injury, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, and even if Dentsply or its business partners, employees, representatives or affiliates have been advised of the possibility of such damage or loss ,from: (i) your participation in the competition and acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions or Internet service; (iv) unauthorized human

intervention in any part of the entry process or the promotion; (v) electronic or human error in the administration of the promotion or the processing of entries.

### **Indemnification**

You agree to indemnify, defend and hold Dentsply and its directors, officers, employees, contractors business partners, staff and affiliates (collectively, the “DENTSPLY SIRONA Parties”) harmless from any liability, loss, claim and expense, including reasonable attorneys’ fees and expenses, related to either your violation of these terms and conditions or your participation in the competition. You will indemnify and hold DENTSPLY SIRONA Parties harmless from and against any claim, suit or proceeding brought against DENTSPLY SIRONA Parties arising from or in connection with violations of copyright or other intellectual property or other rights of third parties contained in your entry and/or any other violation of law or breach of contract obligations relating to the entry. You will indemnify and hold DENTSPLY SIRONA Parties harmless from and against any claims, damages and costs resulting directly or indirectly from the use, disposition, reproduction, publication or public communication of the Material provided by you.

### **Data protection and publicity**

Your personal data provided to Dentsply under the competition will be processed in accordance with Dentsply Sirona’s privacy statement which can be located [here](#). The personal data may be processed for the purposes outlined in the privacy statement as well as to allow Dentsply Sirona to manage this competition and keep you updated with relevant information relating to the competition.

Please contact Dentsply Sirona’s global privacy office at [privacy.office@dentsplysirona.com](mailto:privacy.office@dentsplysirona.com) if you have any questions or concerns about the use of your personal data.

Please also note that your personal data and the Material uploaded on our official Facebook company page on the events page will be processed in accordance with Facebook security and privacy rules located [here](#) and by providing us with the Material and participating in the competition you agree to that all provided information may be processed in accordance with said rules.

### **Compliance with applicable laws, regulations and industry standards**

Both parties hereby confirm to comply in all material respects with all applicable laws, regulations and industry standards relevant for, e.g., interactions between the industry and health care professionals (“Applicable Laws”). In the light thereof, you acknowledge and confirm that the prize granted by Dentsply hereunder is compliant with Applicable Laws, and that it shall not in any way be regarded as an inducement to, or in return for past, present or future prescribing, purchasing, recommending, using, or dispensing of any Dentsply product.

In compliance with relevant local, national, and international legal requirements transfer of value to health care professionals will be reported as required under applicable law. For example, payments to French health care professionals or Belgian health care professionals will be reported as required under the French or Belgian Sunshine Act.

### **Changes to the competition or the Rules**

Dentsply reserves the right, in its sole discretion, to change the Rules and also reserves the right to cancel, terminate, modify or suspend the competition should virus, bug, non-authorized human

intervention, fraud, or other cause beyond Dentsply's reasonable control corrupt or affect the administration, security, fairness, or proper conduct of the competition. In such case, Dentsply may select the winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Dentsply. Dentsply reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the competition or violates these Rules. Dentsply has the right, in its sole discretion, to maintain the integrity of the competition, to void entries for any reason. Any attempt by an entrant to deliberately damage or undermine the legitimate operation of the competition may be a violation of criminal and civil laws. Should such attempt be made, Dentsply reserves the right to seek damages to the fullest extent permitted by law.

**Disputes, governing law and jurisdiction**

The competition and Rules shall be governed by the laws of Sweden, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of these terms to the substantive law of another jurisdiction. You unconditionally agree that any controversy or claim dispute arising out of or relating to these terms or the competition shall be finally settled by binding arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The place of arbitration shall be Gothenburg. The arbitral tribunal shall consist of three arbitrators and the language of the arbitral proceedings shall be English.

## Schedule 1 - Patient Consent Form

Dentsply IH AB would like to gain access to information from dental patient cases to be able to use within marketing and other legitimate purposes, externally as well as internally. The dentists has declared that they are willing to provide Dentsply IH AB with such material as part of an entry in a competition, on the assumption that its patients give their written approval and that Dentsply IH AB takes all reasonable precautions to safeguard the anonymity of the patient.

### **What data we will collect and for what purposes we will use it**

DENTSPLY IH AB will collect information from your dental patient case, including but not limited to photos taken before, during and after treatment, X-rays, a 50-word treatment description and a patient portrait and any other information and other documentation as sent in by your dentist as part of your patient case (the "personal data"), and it is responsible as a data controller for processing your personal data in a legitimate way.

The purpose for collecting and processing the personal data is to present such information as case reports in marketing, information materials and for other similar activities including but not limited to uploading the material on Dentsply's (including its affiliated companies) official company pages in social media such as Facebook. Dentsply IH AB will however take all reasonable precautions to safeguard the anonymity of the patient in such case reports. Also your dentist may present the case at the Speakers' Corner in Berlin, International Congress on Ankylos June 29-30.

Once the marketing material/case report is fully published, we will delete the additional personal data stored about you that is not needed for maintaining of the publication /marketing material.

### **How we will treat your personal data**

EU Data protection law requires us to have a legal basis before processing any personal data about you. The legal basis for us processing your personal data and patient case is your consent. Since Dentsply IH AB is part of a multinational group, it may share the information with its group companies and with its third party service providers or its contractors. Such group companies, service providers and contractors may be based outside of the European Economic Area. Dentsply IH AB shall however ensure that such group parties or third parties treat the personal data with adequate safety measures in place.

### **Your rights**

You have the right to at any point in time withdraw your consent. Furthermore you have the right to request information about any personal data that we hold about you, erasure of personal data or restriction of processing concerning you. You also have the right to request that any inaccuracies in your personal data be corrected.

### **Whom to contact for questions or complaints**

If you would like to effectuate any of your above rights, have further questions on how we are processing your personal data please contact Att: Data Protection Officer, Dentsply IH AB, Box 14, 431 21 Mölndal,

or [privacy.office@dentsplysirona.com](mailto:privacy.office@dentsplysirona.com). If you are not satisfied with your response you can lodge a complaint with the supervisory authority "Datainspektionen".

**Consent from the patient**

I hereby give my unreserved approval for my dentist to provide Dentsply IH AB with my complete dental patient case for Dentsply IH AB to use for marketing, and information, and other similar activities without restrictions provided that Dentsply IH AB takes all reasonable precautions to safeguard my anonymity.

Date / Place

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