

**ANZ INVISALIGN COMPREHENSIVE PAYG WITH WHITENING PROMOTION**  
**TERMS AND CONDITIONS**

**PROMOTIONAL PERIOD: 1 AUGUST 2024 – 31 DECEMBER 2024 (INCLUSIVE)**

**1. INTRODUCTION**

- a. These Terms and Conditions apply to the “Invisalign System - Comprehensive PAYG with Whitening” promotion as set out below and they govern the contractual relationship between Invisalign and each Eligible Doctor. It is the Eligible Doctor’s responsibility to read and understand them.
- b. These Terms and Conditions are effective as at the date specified above and may be extended by Invisalign at its sole discretion in accordance with clause 7.

**2. DEFINITIONS**

In these Terms and Conditions unless the context otherwise requires:

- a. “**Advantage Program**” means the Advantage Program offered by Invisalign. Further details are available on IDS.
- b. “**Eligible Doctors**” are registered dentists and/or orthodontists in Australia or New Zealand (as applicable) that are accredited with Invisalign.
- c. “**Good Standing**” has the meaning given to it in the Invisalign Pricing Terms and Conditions.
- d. “**IDS**” means the Invisalign Doctor Site.
- e. “**Invisalign**” means Invisalign Australia Pty Limited ACN 098 357 736 in respect of Eligible Doctors in Australia or Align Technology Switzerland GmbH (Company Number CHE-146.357.660) in respect of Eligible Doctors in New Zealand.
- f. “**Invisalign Pricing Terms and Conditions**” means the current Invisalign pricing terms and conditions as amended from time to time and available in IDS.
- g. “**List Price**” means the price for the relevant Invisalign treatment as set out in the Invisalign Pricing Terms and Conditions.
- h. “**Promotion**” means the promotion as set out in clause 3 below.
- i. “**Promotional Period**” is from 1 August 2024 to 31 December 2024 (inclusive).
- j. “**Whitening Product**” means:
  - i. in respect of Australian orders:
    1. At-home Invisalign Professional Whitening System powered by Opalescence™ (Add-on with whitening gel only); and
    2. In-office Invisalign Professional Whitening System powered by Opalescence™ (Add-on with whitening gel only).

ii. in respect of New Zealand orders:

1. At-home Invisalign Professional Whitening System powered by Opalescence™ (Add-on with whitening gel only).

### 3. PROMOTION

- a. Under this Promotion and subject to these Terms and Conditions, for each order for Invisalign System - Comprehensive PAYG aligners that is “ClinCheck Approved” during the Promotional Period, the Eligible Doctor will also receive a Whitening Product at the same time (“**Promotion**”).
- b. To be eligible for the Promotion, the order for Invisalign System - Comprehensive PAYG aligners must be “ClinCheck Approved” during the Promotional Period and must be placed under the Eligible Doctor’s own IDS account.
- c. The following products and services are excluded and do not qualify for the Promotion:
  - i. additional aligners;
  - ii. replacement aligners;
  - iii. compliance indicators;
  - iv. Vivera retainers;
  - v. any other Invisalign product excluding Invisalign System – Comprehensive PAYG;
  - vi. treatment option cancellation fees;
  - vii. GST; and
  - viii. shipping, handling or processing fees.
- d. This Promotion is not available for any Eligible Doctor who is not in Good Standing with Invisalign, as set out in the Invisalign Pricing Terms and Conditions.
- e. Eligible Doctors are responsible for checking their invoices to ensure that the Promotion has been applied and for contacting Invisalign in the case of error.

### 4. COMPATIBILITY WITH OTHER DISCOUNTS, PROMOTIONS AND ADVANTAGE PROGRAM

- a. This Promotion can be combined with any additional discounts or any other promotion or offer implemented by Invisalign from time to time unless expressly stated otherwise by Invisalign.
- b. Eligible Treatments submitted by the Eligible Doctor under this Promotion are eligible for Advantage Points and volume discounts under the Advantage Program.
- c. Eligible Treatments submitted by the Eligible Doctor under this Promotion are eligible for Rewards Points under the Rewards Program.

### 5. PAYMENT TERMS

Eligible Doctors must pay all Invisalign invoices as directed in the invoice in full and in cleared funds. Invoices are due within 30 days of the date of invoice unless otherwise mutually agreed in writing by the parties or as otherwise stated in the invoice. Time of payment is of the essence. The relevant Invisalign Pricing Terms and Conditions apply in the event of non-payment or delayed payment of any invoice in whole or part in relation to any orders purchased pursuant to this Promotion.

**6. OBLIGATIONS OF ELIGIBLE DOCTORS**

- a. By participating in the Promotion, Eligible Doctors represent that their participation does not violate any third-party rights or policies, including those of their employer, any university, public hospital or research institution.
- b. Eligible Doctors have the responsibility to adhere to all relevant laws, regulations and reporting obligations, including reporting the benefit received under the Promotion to any relevant regulatory authority.

**7. EXTENSION OF PROMOTION PERIOD**

Invisalign reserves the right to extend the Promotion Period at its sole discretion and without notice.

**8. TAXATION IMPLICATIONS**

Invisalign recommends that Eligible Doctors consult their accountant or tax adviser to ensure that they understand any possible tax implications for which they may be liable in relation to this Promotion.

**9. CONFIDENTIALITY**

The contents of the Promotion are considered confidential information of Invisalign and must be protected as such and may not be disclosed to any third party without Invisalign's written consent, except to the extent such disclosure is required by law.

**10. LIABILITY**

- a. SUBJECT TO CLAUSES 10(B) and 10(C), TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL ALIGN ITS AFFILIATES, RELATED BODIES CORPORATE, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, OR AGENTS (COLLECTIVELY, **ALIGN PARTIES**) BE LIABLE FOR ANY SPECIAL INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, HOWEVER CAUSED, AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY BY THE ELIGIBLE DOCTOR. NOT INCLUDING LIABILITY IN RELATION TO NON-EXCLUDABLE OBLIGATIONS, OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS WILL NOT EXCEED THE GREATER OF AU\$100 OR THE AMOUNT YOU HAVE PAID TO US IN RELATION TO THIS PROMOTION.

- b. To the extent that you acquire goods or services from Invisalign as a consumer within the meaning of the Australian Consumer Law (being, the Australian Consumer Law set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth) as amended or replaced from time to time), you may have certain rights and remedies (including, without limitation, consumer guarantee rights) that cannot be excluded, restricted or modified by agreement. Nothing in these Terms and Conditions (including without limitation clause 10) operate to exclude, restrict or modify the application of any implied condition or warranty, provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law or any other statute where to do so would (i) contravene that statute; or (ii) cause any term of these Terms to be void, ("**Non-excludable Obligation**").
- c. In relation to Non-excludable Obligations (other than a guarantee as to title, encumbrances or quiet possession conferred by the Australian Consumer Law), except for goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption (in respect of which Invisalign's liability is not limited under these Terms and Conditions), Invisalign's liability to the Customer for a failure to comply with any Non-excludable Obligation is limited to: (i) in the case of services, supplying the services again or payment of the cost of having the services supplied again; and (ii) in the case of goods, the cost of replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

## 11. GENERAL

- a. These Terms and Conditions apply to the Promotion only. Please refer to the Invisalign Pricing Terms and Conditions which apply between Invisalign and the Eligible Doctor in relation to the Eligible Doctor's purchases of Invisalign's products and services, including to access and use our systems, software, websites, store or webstore and/or the Invisalign Doctor Site and ClinCheck® software.
- b. This Promotion is for a limited time only. Void where prohibited under local laws and regulations.
- c. This Promotion does not create a relationship of employment, trust, agency or partnership between Invisalign and the Eligible Doctor.
- d. A provision or part of a provision of this Promotion that is illegal or unenforceable may be severed from this Promotion and the remaining provisions or parts of the provisions of this Provision continue in force.
- e. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of Invisalign, Invisalign reserves the right, in its sole discretion, to the fullest extent permitted by law, to modify, suspend, terminate or cancel the Promotion, as appropriate. Where reasonably

practicable, we will provide you with at least 10 days' prior written notice of any required modification, suspension, termination or cancellation of this Promotion, unless the immediate modification, suspension, termination or cancellation was required by law. If the modification is not material and/or to your detriment (so it is to your benefit or is neutral), we may notify you after we have made the change or not give you any notice.

- f. If the Eligible Doctor practices in Australia, this Promotion and these Terms and Conditions are governed by the laws in force in New South Wales and you irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts which may hear appeals from those courts.
- g. If the Eligible Doctor practices in New Zealand, this Promotion and these Terms and Conditions are governed by the laws in force in New Zealand and you irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New Zealand and any courts which may hear appeals from those courts.

## 12. CONTACT

You may call your Invisalign Customer Support at email [cs-anz@aligntech.com](mailto:cs-anz@aligntech.com) or telephone 1800 468 472 for Australia and 0800 542 123 for New Zealand if you need any assistance.

## 13. INTERPRETATION

In these Terms and Conditions, unless the contrary intention appears:

- a. the singular includes the plural and vice versa;
- b. a reference to 'include' or 'including' means 'including but not limited to'; and
- c. references to any statute or statutory provision includes any re-enactment or replacement thereof and will include any regulations or other subordinate legislation made under the relevant statute.