

**THE AMERICAN ACADEMY OF PERIODONTOLOGY
MEMBERSHIP RECRUITMENT REWARDS PROGRAM**

TERMS AND CONDITIONS

1. GENERAL TERMS

The American Academy of Periodontology (“AAP,” “we,” “us,” or “our”) offers qualified and eligible AAP members (“you” or “Member” or “Referrer”), as described below, the opportunity to participate in the American Academy of Periodontology Membership Recruitment Rewards Program (the “Program” or the “Rewards Program”). This Rewards Program shall run from 12:00:01 a.m. Eastern Time (“ET”) on August 1, 2023 to 11:59:59 p.m. ET on December 31, 2023 (the “Rewards Program Term”).

Through the Rewards Program, eligible AAP Members may have the opportunity to earn rewards for referring and recruiting new members to AAP, as specified by AAP in these terms and conditions (the “Terms and Conditions,” “Agreement” or the “Program Rules”), as well as any additional Program Rules, terms, regulations, policies and procedures that AAP may, in its discretion, adopt from time to time, which shall be posted on the AAP website at <https://www.perio.org/aap-recruitment-rewards-program/> (the “Website” or the “Site”). These Program Rules shall govern the Rewards Program and the AAP’s relationships with Referrers in the Program. Any reference to “you” or “your” in these Program Rules means the person participating in the Program. Your participation in the Program is expressly conditioned upon your compliance with all present and future Program Rules, terms, regulations, policies and procedures that AAP may, in its discretion, adopt from time to time. Program Rules are void where prohibited by law.

BY ENROLLING IN THE PROGRAM AND/OR BY OTHERWISE PARTICIPATING IN ANY PROGRAM-RELATED ACTIVITIES OR INCENTIVES, YOU ARE AGREEING TO BE LEGALLY BOUND BY THESE PROGRAM RULES. IF YOU DO NOT WISH TO BE BOUND BY THESE PROGRAM RULES, INCLUDING AAP’S PRIVACY POLICY (LOCATED ON AAP’S WEBSITE AT [HTTPS://WWW.PERIO.ORG/PRIVACY-POLICY/](https://www.perio.org/privacy-policy/)), WHICH IS INCORPORATED HEREIN BY REFERENCE, AND TO COMPLY WITH ALL APPLICABLE UNITED STATES LAWS AND REGULATIONS, YOU ARE NOT AUTHORIZED TO PARTICIPATE IN THE PROGRAM IN ANY WAY.

THESE PROGRAM TERMS AND CONDITIONS REQUIRE YOU TO LIMIT THE MANNER IN WHICH YOU CAN RECEIVE RELIEF FROM US, AND REQUIRE THAT MOST DISPUTES BE SETTLED BY MANDATORY BINDING ARBITRATION. NO CLASS OR REPRESENTATIVE ACTIONS ARE ALLOWED.

The AAP has the sole discretion to interpret and apply the Program Rules, and all questions or disputes regarding these Program Rules will be resolved by AAP in its discretion. Neither the Program nor any reward or benefit offered by the Program creates, constitutes or gives rise to any legal or contractual rights by Referrers against AAP and/or its subsidiaries or affiliates.

2. ELIGIBILITY AND PARTICIPATION REQUIREMENTS

The Program is offered only to (a) legal residents of the 50 United States and the District of Columbia and Guam, (b) who are at least 18 years of age or older or have reached the age of majority in their state or jurisdiction of legal residence, and (c) who have a current Active, Life Active, International, or Retired Membership with AAP as of the time of entry. Members in all other AAP membership categories (including

student members), employees, officers and directors of AAP, and each of their respective affiliated companies, subsidiaries, sales representatives, suppliers, distributors, consultants, legal counsel, advertising, marketing and public relations agencies, representatives, or contractors of any of the above organizations, including any entities engaged in the development, execution or fulfillment of this Rewards Program, together with the immediate family members and persons living in the same household as such individuals, are not eligible to participate in this Rewards Program or any related sweepstakes, contest, promotion, or other incentive, unless otherwise expressly provided therefor. AAP reserves the right to limit the number of members participating in the Program. All federal, state, and local laws and regulations apply.

Only individuals are eligible to participate in this Rewards Program. Corporations, groups and/or associated entities may not participate in this Rewards Program.

To participate in the Rewards Program, you must follow the instructions below in Section 3.b. for referring a Referred Individual and uploading an associated form. Referrers must provide all required information in order to earn rewards, and must have a device that is capable of accessing the Internet in order to earn and redeem Rewards.

You must be legally competent to enter into contracts to participate in the Program. Each Referrer is solely responsible for all activities they participate in relating to the Rewards Program and for maintaining the security of the Referrer's account. You are responsible for protecting your credentials relating to your account. If your account credentials are compromised, you agree to immediately inform AAP. Referrers must not disclose their credentials to any third party for any reason. AAP will not be liable for any loss or damage of any kind arising from a Referrer's failure to comply with the requirements of this paragraph or any failure to comply by Referrer with their responsibilities under the Program Rules.

AAP reserves the right to reject, revoke, cancel or suspend any Referrer, reward, Rewards Program-related sweepstakes, contest or other promotion, or take any other action at its discretion at any time with immediate effect and without written notice or liability to any Referrer, if AAP believes: (a) the Referrer has (1) violated any of the Program Rules; (2) acted in a manner inconsistent with applicable law, regulations or ordinances; (3) engaged in any misconduct or wrongdoing in connection with the Rewards Program; or (4) engaged in abusive, fraudulent, inappropriate, or hostile conduct in connection with the Rewards Program, or AAP or its Referrers or employees; or (b) AAP's provision of the Rewards Program and/or any associated benefits (including but not limited to rewards and participation in any sweepstakes or contest) to Referrer may violate any applicable laws to which AAP is subject or may be subject in the future. Participation in the Program may be revoked at any time. If you are not eligible to participate in the Program, you are prohibited from accessing, using and registering for the Rewards Program. If you are participating in this Rewards Program and want to stop participating, please email member.services@perio.org with a request to stop your participation in this Rewards Program along with your name and email address and other relevant information.

3. PARTICIPATION

- a. **EARNING REWARDS:** Through your participation in the Program, you as a Referrer will have the opportunity to earn rewards for successfully referring a designated number of new AAP members (each, a "Qualifying Referral," defined and discussed below) within the Rewards Program Term. Actions taken prior to or after the Rewards Program Term are not eligible to earn rewards. There are two reward tiers ("Reward Tiers"), each based on the number of Qualifying Referrals that you complete within the Rewards Program Term. From time to time, the AAP may also sponsor contests, sweepstakes or other promotions ("Promotions") in connection with which

it will identify certain actions in the applicable official rules. Rewards will not be awarded until 6-8 weeks after the completion of the Rewards Program Term.

The Reward Tiers shall be structured, and rewards shall be provided according to Table 1, below:

| Reward Tier Number | Number of Qualifying Referrals during Rewards Program Term | Reward Description |
|---------------------------|---|--|
| Tier 1 | One (1) | 50% off a one-year AAP membership renewal |
| Tier 2 | Two (2) or more (no maximum) | One (1) free one-year AAP membership renewal |

The AAP reserves the right in its sole discretion, at any time during the duration of this Rewards Program, to determine whether any particular referral shall qualify as a Qualifying Referral, to offer additional means of achieving a Qualifying Referral, either for a limited time or permanently, to delete any or all means to earn a Qualifying Referral, to limit the number of times a Referrer may complete a Qualifying Referral, or to offer rewards.

- b. **Qualifying Referral:** A Referrer may only refer individuals who (1) are legal residents of the fifty United States or the District of Columbia or Guam; (2) are at least 18 years of age and have reached the age of majority in their state/jurisdiction of legal residence; (3) have not opted-out of receiving marketing emails from AAP; (4) are not currently members of AAP, nor have they signed up for an AAP membership in the past three (3) calendar years, and (5) are independently eligible to join AAP in a qualifying member category (i.e., Active, Life Active, International, or Retired), per the AAP membership requirements available at <https://home.perio.org/PersonifyEbusiness/Membership/Join-AAP> (a “Referred Individual”). Employees of AAP and the employees of any affiliates, and their officers, directors, and agents and their immediate family or household members are not eligible to participate in the Program either Referrers or as Referred Individuals. AAP reserves the right to verify the eligibility of all Participants.

To complete a Qualifying Referral, a Referrer must visit <https://www.perio.org/aap-recruitment-rewards-program/>, navigate to the Recruitment & Rewards Program page, agree to these Terms and Conditions, download the available referral form, complete the form including all requested information and the first and last name of the Referred Individual, and submit the form by uploading it and clicking submit.

Each successful AAP application completed by a Referred Individual that is accepted by AAP and which leads to the Referred Individual creating a qualifying AAP membership within the Rewards Program Term and followed by the Referrer's upload and receipt by AAP of the referral form shall count as one (1) Qualifying Referral.

c. **Limitations and Exclusions on Qualifying Referrals**

- Creation of fake Referred Individuals or fake AAP memberships, via electronic or manual efforts, in order to obtain Qualifying Referrals or rewards is strictly prohibited.
- No robotic, software-generated, other automated, purchased or incomplete Qualifying Referrals will qualify towards rewards. Gaming, fraud or abuse relating to the earning of Qualified Referrals and/or rewards may result in forfeiture of accrued Qualifying Referrals as well as termination of a Referrer's participation in this Rewards Program, in AAP's sole discretion.
- Referrer must know the Referred Individual, and may not act in a manipulative, threatening, harassing, violent, obscene, illegal or otherwise unacceptable manner in an attempt to gain a Qualifying Referral, or generally undermine this Rewards Program or the reputation of AAP; AAP reserves the right, in its sole discretion, to disqualify any Referrer whom it deems to be acting in such a manner from this Rewards Program.
- In the event of a dispute over the identity of a Referrer or Referred Individual, the Referrer or Referred Individual at issue will be deemed to be the authorized account holder of the e-mail address identified at enrollment into an AAP membership. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet Access Provider, online service provider, or other organization (e.g., business, educational institute, social sharing site) that is responsible for assigning e-mail addresses for the domain associated with the applicable e-mail address.
- In the event that multiple Referrers refer the same Referred Individual, AAP will provide a Qualified Referral to the first Referrer to refer such Referred Individual.
- All referrals are subject to verification, and AAP reserves the right to delay or refuse a Qualified Referral in cases of noncompliance with the Program Rules, fraud, deceptive or misleading behavior by Referrers or Referred Individuals, or for any reasons AAP may deem to be relevant and/or justified based on the circumstances in its sole discretion.

4. REWARDS RESTRICTIONS/REDEMPTION

AAP and/or the Reward providers may modify, terminate or remove any Reward, the requirements for earning rewards, and/or the terms and conditions applicable to any specific reward at any time and without notice. Rewards may vary depending on the Program Rules at the time of access and are subject to availability.

5. PROGRAM ACKNOWLEDGEMENTS.

By enrolling in this Rewards Program, each Referrer acknowledges and agrees that:

- Qualified Referrals are not valid unless earned in strict compliance with the requirements of these Program Rules, as interpreted and applied by AAP, and Referrers shall not attempt to earn rewards by any means (including without limitation, by using any script, bot or other automated means) that

only simulates compliance with the applicable requirements. AAP's determination of the amount of Qualified Referrals earned by any Referrer hereunder shall be final and binding for all purposes.

- Qualified Referrals and the associated rewards may only be earned in connection with these Program Rules and any AAP promotions and may not be redeemed by, or sold, exchanged or otherwise transferred to any other Referrer or to an account for any other rewards program.
- In the event that a Referrer fails to comply with these Program Rules or the official rules of any promotion, AAP reserves the right to terminate the Referrer's participation in this Rewards Program and/or invalidate a Referrer's Qualified Referrals in addition to seeking any and all remedies available under the law. Upon termination of a Referrer's participation in this Rewards Program for any reason, all Qualified Referrals will become null and void for purposes of earning rewards, regardless of when or how they were acquired by such Referrer.
- Upon termination of the Rewards Program for whatever reason, all Qualified Referrals will become null and void and will not be redeemable for any good, service, or any other value, financial or otherwise. However, a Referred Individual's AAP membership will remain active, provided it was accurately created.
- To the extent Referrers engage in earning a Qualified Referral to earn rewards and use text messaging in connection with this Rewards Program, you acknowledge that text messages will be charged in accordance with your carrier's standard text message and data rates. Contact your carrier and/or Internet access provider for pricing and details. All charges are the responsibility of the Referrer.

No robotic, software-generated, other automated or incomplete Qualifying Referrals will earn rewards. Gaming, fraud or abuse relating to the earning of rewards may result in forfeiture of accrued Qualifying Referrals as well as termination of a Referrer's participation and/or this Rewards Program, in AAP's sole discretion. In addition, AAP reserves the right to take legal action, including criminal prosecution, as AAP deems necessary, in AAP's sole discretion.

- 6. PROGRAM UPDATES; REFERRER COMMUNICATIONS:** From time to time, rewards and other information will be updated on the AAP website, available at <https://www.perio.org/aap-recruitment-rewards-program/>. Please check there for the most up-to-date information and notices. Each Rewards Program Referrer is responsible for reading the Program Rules and any other communications from AAP in order to understand his or her rights, responsibilities, and status in the Rewards Program, as well as the structure for earning Qualifying Referrals and rewards. AAP may amend the Program Rules at any time without notice. By becoming a Referrer of the Program, Referrer agrees to receive advertising, marketing materials and other communications from AAP as permitted by law. Name and address changes should be made through your profile, available at <https://home.perio.org/PersonifyEbusiness/>. AAP is not responsible for communications, including rewards, which are lost due to a change of address or other contact information.
- 7. TAXES: ANY AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL TAXES AND ALL FEES AND EXPENSES RELATED TO ACCEPTANCE AND USE OF REWARD(S) NOT SPECIFICALLY STATED HEREIN ARE THE RESPONSIBILITY SOLELY OF REFERRER.**
- 8. TERMINATION/CANCELLATION:** AAP reserves the right, in its sole discretion and without notice, to terminate, cancel or expire the Program, in whole or in part, or an individual Referrer's participation in the Program for any reason and at its sole discretion, with or without cause. "Termination" shall be defined as ending the Rewards Program, with no further ability to earn Qualified Referrals and/or redeem rewards by any Referrer in the Program; the Program has not been terminated

if a replacement/successor program is made available to the Program Referrers that offers the Referrers a reasonable means to earn Qualified Referrals and redeem rewards. "Cancellation" shall be defined as the expiration or revocation of an individual Referrer's participation, for any reason, with or without cause. Termination and Cancellation may result from violation of any of the terms and conditions of this Agreement and/or fraudulent or unauthorized use of a Referrer's APP membership. Referrers may cancel participation in the Program and/or request not to be communicated via mail by notifying member.services@perio.org. If AAP terminates this Agreement and Referrer's use of the Account without cause, Referrer will be notified via email and will have sixty (60) days from the date of Termination or Cancellation to redeem any Awards associated with their Qualified Referrals. Qualified Referrals are non-transferable and may not be sold or assigned or exchanged for any value, they may only be used to participate in the Rewards Program. In the event this Agreement is terminated, this Part shall survive in accordance with its terms.

All accrued Qualified Referrals will be lost if a Referrer's AAP membership expires or is cancelled during the Rewards Program Term.

CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF ANY SWEEPSTAKES OR REWARD PROGRAMS OR ANY WEBSITE ASSOCIATED WITH SUCH IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE AAP RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW. Any abuse of the Program, failure to follow any terms of the Program, or any misrepresentation by a Referrer may subject that Referrer to termination of his/her participation in this Program and/or Referrer's AAP membership and will affect eligibility for future participation in the Program. AAP reserves the right to seek all remedies, whether available at law or at equity, criminal or civil, in the event Referrer defrauds or abuses the program, fails to follow any terms of the Program, or makes any misrepresentations to AAP.

9. MODIFICATION OF AGREEMENT: Referrer acknowledges and agrees that AAP has the right to change, update, revise, limit, supplement and otherwise modify the terms of this Agreement and impose new or additional terms and conditions on Referrer's use of and participation in the Rewards Program, at any time, at its discretion, with or without notice, even though such changes may affect the Referrer's or any Member's accumulation of Qualified Referrals or the ability to redeem or otherwise obtain rewards or other incentives. AAP reserves the right to change the Program Rules at any time in its sole discretion without prior notice to Referrer, including but not limited to: (i) the qualifications for eligibility and participation; (ii) the value of Qualified Referrals earned by the Referrer; (iii) the number of Qualified Referrals needed to earn a Reward; and/or (iv) the rewards available to be earned. Each such modification will be effective upon either posting at <https://www.perio.org/aap-recruitment-rewards-program/> or notice to you. Your continued participation in this Rewards Program following any such modifications constitutes your acceptance of such modifications and your agreement to be bound by these Program Rules. If you do not agree to any modification of these Program Rules, as the case may be, your sole remedy is to discontinue your participation in this Rewards Program. It is important that you review these Program Rules regularly. AAP may terminate this Rewards Program, in whole or in part, at any time.

10. LIMITATION OF LIABILITY AND RELEASE: BY PARTICIPATING IN THE PROGRAM, ACCUMULATING QUALIFIED REFERRALS AND REDEEMING/RECEIVING REWARDS, YOU, ON YOUR OWN BEHALF AND ON BEHALF OF YOUR HEIRS, EXECUTORS, AND ADMINISTRATORS, AND ASSIGNS, AGREE: (A) TO BE BOUND BY THESE TERMS AND CONDITIONS AND BY ALL APPLICABLE LAWS AND DECISIONS OF AAP, WHICH SHALL BE BINDING AND FINAL; (B) TO WAIVE ANY RIGHTS TO CLAIM AMBIGUITY WITH

RESPECT TO THESE TERMS AND CONDITIONS; (C) TO WAIVE ALL OF YOUR RIGHTS TO BRING ANY CLAIM, ACTION, OR PROCEEDING AGAINST AAP, ITS PARENT OR AFFILIATED ENTITIES, OR ANY OF ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") IN CONNECTION WITH THE AAP WEBSITE, ANY REWARDS PROGRAM, INCLUDING ANY REWARD, AND (D) TO FOREVER AND IRREVOCABLY AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, CAUSES OF ACTION, PROCEEDINGS, DEMANDS, FINES, PENALTIES, LIABILITY COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, OUTSIDE ATTORNEYS' OR LEGAL FEES) THAT MAY ARISE IN CONNECTION WITH: (I) THE AAP WEBSITE, ANY REWARDS PROGRAM, OR ANY ACTIVITIES IN CONNECTION WITH THE AAP WEBSITE OR THE REWARDS PROGRAM, OR ANY REWARD, INCLUDING BUT NOT LIMITED TO YOUR PARTICIPATION OR INABILITY TO PARTICIPATE IN ANY REWARDS PROGRAM OR OTHER ACTIVITY, (II) TYPOGRAPHICAL, PRINTING, AND OTHER ERRORS IN THESE TERMS AND CONDITIONS OR ANY REWARDS PROGRAM MATERIALS, (III) ANY CHANGE IN ANY REWARD (OR ANY COMPONENTS THEREOF) DUE TO UNAVAILABILITY, OR DUE TO REASONS BEYOND AAP'S CONTROL, (IV) ANY INTERRUPTIONS IN OR POSTPONEMENT, CANCELLATION, OR MODIFICATION OF ANY REWARDS PROGRAM, (V) HUMAN ERROR, (VI) INCORRECT OR INACCURATE TRANSCRIPTION, RECEIPT OR TRANSMISSION OF ANY QUALIFIED REFERRAL, (VII) ANY TECHNICAL MALFUNCTIONS OR UNAVAILABILITY OF THE AAP WEBSITE OR ANY TELEPHONE NETWORK, COMPUTER SYSTEM, COMPUTER ONLINE SYSTEM, COMPUTER TIMING AND/OR DATING MECHANISM, COMPUTER EQUIPMENT, SOFTWARE, OR INTERNET SERVICE PROVIDER, OR MAIL SERVICE UTILIZED BY AAP, ANY OF THE RELEASED PARTIES OR BY YOU, (VIII) INTERRUPTION OR INABILITY TO ACCESS THE AAP WEBSITE OR ANY ONLINE SERVICE VIA THE INTERNET DUE TO HARDWARE OR SOFTWARE COMPATIBILITY PROBLEMS, (IX) ANY LOST/DELAYED DATA TRANSMISSIONS, OMISSIONS, INTERRUPTIONS, DEFECTS, AND/OR ANY OTHER ERRORS OR MALFUNCTIONS, (X) ANY LATE, LOST, STOLEN, MUTILATED, MISDIRECTED, ILLEGIBLE, DELAYED, GARBLED, CORRUPTED, DESTROYED, INCOMPLETE, UNDELIVERABLE OR DAMAGED QUALIFIED REFERRALS, (XI) ANY WRONGFUL, NEGLIGENT, OR UNAUTHORIZED ACT OR OMISSION ON THE PART OF ANY OF THE RELEASED PARTIES OR OF ANY OTHER THIRD PARTY, (XII) LOST, LATE, STOLEN, MISDIRECTED, DAMAGED OR DESTROYED REWARDS (OR ANY ELEMENT THEREOF), OR (XIII) THE NEGLIGENCE OR WILLFUL MISCONDUCT BY YOU OR OF ANY THIRD PARTY. AAP AND RELEASED PARTIES ARE NOT RESPONSIBLE FOR ANY INJURY OR DAMAGE, WHETHER TO YOU OR TO ANY OTHER PERSON OR TO ANY PROPERTY, RELATED TO OR RESULTING FROM YOUR PARTICIPATION IN THIS REWARDS PROGRAM, IN ANY QUALIFIED REFFERAL AND/OR THE ACCEPTANCE OR USE OF ANY REWARD. BY PARTICIPATING IN THE REWARDS PROGRAM, OR THE USE OF ANY REWARD, YOU EXPRESSLY ASSUME ALL LIABILITY AND RESPONSIBILITY FOR YOUR PARTICIPATION AND AGREE THAT PARTICIPATION IS SOLELY AT YOUR OWN RISK. By participating in this Rewards Program, Referrer agrees on behalf of Referrer and Referrer's heirs, executors, administrators and assigns, to release and hold harmless, and hereby releases and holds harmless, the Released Parties from any and all liability for loss, harm, damage, injury, cost or expense whatsoever arising from or in connection with: (1) any unauthorized access to, alteration or use of Referrer's AAP membership, transmissions or data, any material or data sent or received or not sent or received through this Rewards Program, (2) any threatening, defamatory, obscene, offensive, illegal or other content or conduct of any third party or any infringement of another's rights, including intellectual property rights; or (3) a Referrer's acceptance, possession, grant, or use of any reward, including

without limitation, product failure or liability, personal injury, death and property damage arising therefrom.

IN NO EVENT SHALL THE RELEASED PARTIES HAVE ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR, AND THE RELEASED PARTIES SHALL BE HELD HARMLESS BY ALL REFERRERS AGAINST, ANY AND ALL INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, RELIANCE, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL, EVEN IF THE RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY, ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE OR USE OF ANY REWARD, AND/OR PARTICIPATING IN THE REWARDS PROGRAM, REWARDS PROGRAM-RELATED ACTIVITIES, INCLUDING SWEEPSTAKES, CONTESTS, AND OTHER ACTIVITIES IN ANY WAY RELATED TO THIS REWARDS PROGRAM OR ANY PROMOTION OPERATED IN CONNECTION WITH THIS REWARDS PROGRAM, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE). IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR ANY (A) MATTER BEYOND THEIR REASONABLE CONTROL, OR (B) LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THESE TERMS AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED. SOME STATES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY REWARD CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, EPIDEMICS, PANDEMICS, WIDESPREAD ILLNESS, WEATHER, OR TERRORISM. BY PARTICIPATING IN THIS REWARDS PROGRAM, REFERRER AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS REWARDS PROGRAM OR THE DOWNLOADING FROM AND/OR PRINTING OF MATERIAL DOWNLOADED FROM SUCH SITE. AAP DISCLAIMS ANY LIABILITY FROM AND IN CONNECTION WITH THE AAP WEBSITE.

- 11. DISCLAIMER OF ALL WARRANTIES.** WITH THE EXCEPTION OF APPLICABLE MANUFACTURER'S WARRANTIES, THIS REWARDS PROGRAM, INCLUDING, WITHOUT LIMITATION, REWARDS AND ALL PROGRAM SERVICES, IS PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, INTEGRATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. NEITHER AAP NOR ITS AGENCIES, AGENTS, SUPPLIERS OR REPRESENTATIVES WARRANT THAT: (A) ANY INFORMATION WILL BE TIMELY, ACCURATE, RELIABLE OR CORRECT; (B) THIS REWARDS PROGRAM WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR PLACE; (C) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (D) THIS REWARDS

PROGRAM WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (E) ANY RESULT OR OUTCOME CAN BE ACHIEVED. A REFERRER'S USE OF THE REWARDS PROGRAM IS SOLELY AT THE REFERRER'S OWN RISK.

12. PLEASE READ: IMPORTANT NOTICE REGARDING DISPUTE RESOLUTION, MANDATORY ARBITRATION, AND CHOICE OF LAW/JURISDICTION: All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of the Referrer or AAP in connection with the Rewards Program, shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules (whether of the State of Illinois or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Illinois. AAP's failure to enforce any terms of these Terms and Conditions shall not constitute a waiver of that or any other provision. By becoming a Referrer or otherwise participating in the Rewards Program, you agree that whenever you have a disagreement with AAP arising out of, connected to, or in any way related to the Rewards Program, these Terms and Conditions, or the Privacy Policy, you will send a written notice to AAP ("Demand"). You agree that the requirements of this Dispute Resolution Section, defined as paragraph 12 of these Terms and Conditions ("Dispute Resolution Section"), will apply even to disagreements that may have arisen before you accepted these Program Rules or the Privacy Policy. You must send the Demand to the following address (the "Notice Address"): American Academy of Periodontology, Attn: Legal Department, 737 N. Michigan Avenue, Suite 800, Chicago, IL 60611. You agree that you will not take any legal action, including filing a lawsuit or demanding arbitration, until 10 business days after you send a Demand. This informal dispute resolution is in addition to, and does not waive, excuse, or supersede any pre-suit resolution process required by state or federal law before filing suit.

If the disagreement stated in the Demand is not resolved to your satisfaction within 10 business days after it is received, and you intend to take legal action, you agree that you will file a demand for arbitration with the American Arbitration Association (the "Arbitrator"). AAP also agrees that we will submit any and all disputes with you to arbitration before the Arbitrator. This arbitration provision limits your ability and the ability of AAP to litigate claims in court and you and AAP each agree to waive their respective rights to a jury trial.

For any such filing of a demand for arbitration, you must provide proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, you may file your case with any national arbitration company. The Arbitrator shall apply the AAA Consumer Arbitration Rules effective September 1, 2014, available at https://www.adr.org/sites/default/files/Consumer-Rules-Web_0.pdf (and as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution Section. You agree that the Arbitrator will have sole and exclusive jurisdiction over any and all disputes arising out of or relating to the Rewards Program or any disputes with the AAP including, but not limited to, disputes as to the interpretation or application of this Dispute Resolution Section or the validity of the arbitration agreement herein as it relates to the Rewards Program. The Arbitrator has authority to issue any and all remedies authorized by law, except that any requests for the remedy of public injunctive relief shall be brought in a court of competent jurisdiction. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate. The place of arbitration shall be Chicago, Illinois.

You agree that you will not file a class action or collective action against the AAP, and that you will not participate in a class action or collective action against them. You agree that you will not join your claims to those of any other person. Under no circumstances will you or any Referrer be permitted to obtain awards for, and you hereby waive all rights to claim, punitive, incidental or consequential

damages, or any other damages, including attorneys' fees, other than your actual out-of-pocket expenses (i.e., costs associated with participating in this Rewards Program), and you further waive all rights to have damages multiplied or increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or your rights and obligations and the rights and obligations of AAP in connection with the Rewards Program, shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Illinois.

Notwithstanding any other provision in these Terms and Conditions, or the Privacy Policy, if this class action waiver is adjudicated to be invalid by a court of competent jurisdiction, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in court. You irrevocably consent to the sole and exclusive jurisdiction of the state or federal courts of the State of Illinois located in the Cook County for any action, suit or proceeding arising out of or relating to this Rewards Program. Under no circumstances do you or AAP agree to class or collective procedures in arbitration or the joinder of claims in arbitration.

The provisions of this Dispute Resolution Section shall survive conclusion, modification or termination of the Rewards Program and suspension, revocation, closure, modification, or amendments to the Terms and Conditions, and any aspect of the relationship of you or the AAP, or any other entity associated with the Rewards Program, relating to or arising from participation in the Rewards Program.

- 13. PRIVACY:** For an explanation of AAP's practices and policies relating to the collection, use, and storage of Referrer and Referred Individual's personal information, please refer to AAP's Privacy Policy contained on the website at <https://www.perio.org/privacy-policy/>. AAP and its agents, affiliates, subsidiaries, representatives or service providers may use Referrers' and/or Referred Individuals' personal information for purposes of reward fulfillment and/or for future marketing by AAP, such as to notify them of a program or promotion that AAP thinks may be of interest.
- 14. WARNING.** AAP reserves the right, in its sole discretion, to disqualify any individual it finds to be (a) tampering with the participation process or the operation of this Rewards Program, or with the AAP website or any other websites relating to this Rewards Program; or (b) acting in violation of these Program Rules. Any attempt by a Referrer or any other person to deliberately damage the AAP website or undermine the legitimate operation of this Rewards Program may be a violation of criminal and civil laws; and should such an attempt be made, AAP reserves the right to seek remedies and damages (including attorneys' and experts' fees) from any such entrant or other person to the fullest extent permitted by law, including seeking criminal prosecution.
- 15. CONTACT/QUESTIONS:** For more information about the Rewards Program and/or AAP memberships, or if you have other questions, email us at member.services@perio.org.