

Colgate Optic White In Office Professional Teeth Whitening Promotion (the “Program”)

Official Terms and Conditions

PURCHASE IS NECESSARY. INTERNET ACCESS AND A VALID E-MAIL ACCOUNT ARE REQUIRED. A mobile device may also be used to participate. Standard data rates may apply to participate in the Program via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

1. AGREEMENT TO BE LEGALLY BOUND BY TERMS AND CONDITIONS

By participating in the Program, you are signifying your agreement that you have read and agree to be legally bound by these terms and conditions (the “Terms”).

2. ELIGIBILITY

To participate in the Program, you must be a registered dentist who : (1) operates within the Fifty (50) United States and the District of Columbia (DC) (the “**Eligibility Area**”); (2) has a valid and unique Henry Schein Account Number; (3) has a valid mailing address and a valid e-mail account; (4) are invited to participate in the Program by your Territory Manager (5) Performs the whitening treatment within 8 weeks of accepting the invitation to participate (the start of the 8 weeks begins the day the invitation was received and accepted); (6) Within the 8 week period, completes and submits a dentist satisfaction survey for each patient that received the whitening treatment; and (7) Within the 8 week period, submits a certification of completion via a valid entry of the box’s lot code (such eligible dentist, a “Participant”, or “you”). After completion of the above steps, within 48 hours your submission will be validated, if valid, you will be immediately compensated \$150 per post- procedure survey (up to 4). If deemed invalid, you will receive instant feedback with next steps. Submissions reflecting steps 1-7 above will be accepted through December 31, 2023. Colgate reserves the right to modify or cancel this program at any time without prior notice. This discount offer cannot be redeemed by non-participating dentists and cannot be combined with any other special offers, discounts or promotions (including promotional codes).

If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to use multiple names, multiple identities, and/or any automated, macro, script, robotic or other system(s) or program(s), and/or any other means not in keeping with the Sponsor’s interpretation of the letter and spirit of these Terms, to enter or otherwise participate in or to disrupt this Program, then he/she may be disqualified from the Program in the sole and absolute discretion of the Sponsor. Colgate Oral Pharmaceuticals, Inc., (the “**Sponsor**”), Axiom Marketing Inc. (the “**Administrator**”) and their affiliated and related companies (including, without limitation, their respective parent, sister and subsidiary companies), advertising and promotional agencies, or other party in any way involved in the development or administration of this Program (collectively, the “**Program Parties**”) and each of their respective officers, directors, agents,

representatives, successors and assigns (collectively, the “**Released Parties**”) are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed or incomplete submissions (all of which are void).

3. THE OFFER

The Sponsor is offering eligible Participants, as defined above in Section 2, the opportunity to receive one (1) One Hundred and Fifty (US\$150.00) Visa® Prepaid Card (the “**Prepaid Card**”), for every unique Qualifying Picture (defined below) that they submit during the Program Period (defined below). While supplies of Prepaid Cards last. Colgate reserves the right to modify or cancel this program at any time without prior notice. This discount offer cannot be redeemed by non-participating dentists and cannot be combined with any other special offers, discounts or promotions (including promotional codes). See Section 5 to learn more on how to participate in this Program. **The following limits apply: 4 Prepaid Cards (i.e., US\$600) per Participant for the entire Program Period.**

4. OFFER PERIOD; PURCHASE PERIOD AND KEY DATES

To be eligible, valid unique code numbers and surveys must be completed within 8 weeks of accepting the invitation to participate (the “**Program Period**”) and must be received before the end of the 8 week period (the “**Program Closing Date**”).

The Program Period (including the scheduled start date and end date) may be modified or terminated at any time at the sole discretion of the Sponsor and without notice.

5. HOW TO PARTICIPATE

To take advantage of the Program, an eligible Participant must follow the steps listed below:

(A) Locate a unique code number provided in an email.

(B) Visit <https://opticwhitesurvey.colgatedirect.com/> (The “**Program Site**”) during the Program Period where you will be required to enter one of your unique code numbers and email. If such code numbers and email are valid you will be directed to a survey page where you will be required to answer a few short survey questions as well as register for the Program by completing the registration form provided by entering true and accurate information, which you must complete before the Program Closing Date.

Exhibit A to these Terms lists out the authorized participating product for the purpose of this Program (the “**Participating Product**”).

Participants must complete all of the steps above to be eligible to receive their Prepaid Card, which will be delivered via email, to the email address provided during registration. Without the information supplied via registration, we cannot send you your Prepaid Card.

IMPORTANT: YOU MUST KEEP THE ORIGINAL PARTICIPATING PRODUCT PACKAGING.

The Sponsor reserves the right to request from a person the original Participating Product packaging used for the purposes of this Program for further verification purposes at any time and for any reason.

NOTE: If you have any questions in regards to your submitted Request, please visit the Program Site at (<https://opticwhitesurvey.colgatedirect.com/>), check any applicable FAQ webpage and/or email help@opticwhitesurvey.colgatedirect.com.

6. PROCESSING OF SUBMISSIONS

Processing of a submission may take up to 48 hours from the time the submission is received by or on behalf of the Sponsor. Once your submission is processed, you will be notified via email, whether such submission has been successfully validated or a reason why such submission could not be processed at such time, as determined by the Administrator in its sole and absolute discretion. It is your responsibility to check the applicable email account for such notification including in the inbox, spam or junk folders. The Released Parties do not assume any responsibility and are not responsible for electronic communications which are undeliverable for any reason, including (but not limited to) as a result of any form of active or passive filtering of any kind or insufficient space in your mailbox or telephone to receive e-mail messages, text messages or other communications. All submission shall become the property of the Sponsor and will not be returned. Program is void where taxed, prohibited, or restricted by law. Submissions that cannot be validated for any reason will be rejected, as determined by the Sponsor in its sole discretion. For example only, and not an all-inclusive list, a submission will be rejected if it: (i) fails to pass anti-fraud detection measures; (ii) is unauthorized, fake, or has been illegitimately obtained; (iii) contains any messages, code or other markings not recognized by the Program Parties; (iv) contains printing or other errors; (v) is illegible, unreadable or blank; (vi) has been previously used; or (vii) is incorrectly or incompletely entered or submitted.

7. VERIFICATION

All submissions and Participants are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor including, without limitation, government issued photo identification): (i) for the purposes of verifying your eligibility to participate in this Program; (ii) for the purposes of verifying the eligibility and/or legitimacy of any submission and/or other information for the purposes of this Program; and/or (iii) for any other reasonable reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Program in accordance with the Sponsor's interpretation of the letter and spirit of these Terms.

Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor or its Administrator, may result in disqualification in the sole and absolute discretion of the Sponsor. Proof of transmission (screenshots or captures etc.), or

attempted transmission of a submission or of attempted submission of any communication, does not constitute proof of delivery or receipt by the Program Parties computers, Administrator or Sponsor. The sole determinant of the time for the purposes of this Program will be the official time-keeping device(s) used by the Administrator.

8. DISTRIBUTION OF PREPAID CARDS

If you are eligible to receive a Prepaid Card, you will receive such Prepaid Card(s) via email to the email address you provided during registration 48 hours after successful validation.

No responsibility is assumed by the Released Parties for any mailings that are undeliverable. Prepaid Cards must be accepted as described herein and redeemed in accordance with these Terms and any instructions that may be set out in the mailing associated with the Prepaid Card (the "**Prepaid Card Instructions**"), including the following:

This reward is non-refundable. The full terms and conditions are available on the digital rewards claim site. Your reward will be delivered via email with instructions for claiming your Visa prepaid card. You must claim your card within 4 months from the date these instructions are sent via email. Your right to the payment expires after that time. Use your Visa prepaid card anywhere Visa debit cards are accepted around the world. Card is issued by The Bancorp Bank, Member FDIC, pursuant to a license from Visa U.S.A. Inc. Your use of the prepaid card is governed by the Cardholder Agreement, and some fees may apply. This is not a gift card. Please note that prepaid cards are subject to expiration, so pay close attention to the expiration date of the card.

The Program Parties are not responsible for (as applicable) late, lost, stolen, damaged, misdirected, irregular, garbled, corrupted or undelivered Prepaid Cards or transmissions (whether sent by or to you), regardless of cause. The Program Parties are not responsible for (a) any incomplete, incorrect or inaccurate information whether caused by web site users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Program or by any technical or human error; (b) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of any web site (or mobile web site), Prepaid Cards or transmissions (whether sent by or to you); and (c) any problems or technical malfunctions of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, programming or failure of email or text on account of technical problems or traffic congestion on the Internet or at any web site (or mobile web site) or any combination thereof. Without limiting the foregoing, Program Parties expressly disclaim any and all liability for Prepaid Cards or other transmissions which are not timely received in an uncorrupted form (or received at all) by participant due to filtering/privacy settings for email and/or text transmissions or for any other reason. Program Parties further disclaim any and all liability for

physical Prepaid Cards which are returned as undeliverable mail or otherwise not received by you for any reason.

All aspects of each Prepaid Card will be determined by the Sponsor in its sole and absolute discretion subject to availability. Each Prepaid Card must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions except at Sponsor's option. Sponsor reserves the right, in its sole and absolute discretion, to substitute any Prepaid Card or a component thereof with a prize of equal or greater retail value, including, without limitation, but at Sponsor's sole and absolute discretion, a cash award. Prepaid Cards will only be awarded to the person whose verifiable full name and valid e-mail and/or mailing address appears on the registration form associated with the Receipt Image in question. You are responsible for any damage/loss due to use of a Prepaid Card. By participating in the Program, you agree (i) to release, discharge, indemnify and hold harmless the Released Parties from any liability or damages which may arise out of participation in the Program or out of the acceptance, use, misuse or possession of any Prepaid Card. **There are the following limits: 4 Prepaid Cards (i.e., US\$600) per Participant for the entire Program Period.**

9. MODIFICATION AND/OR TERMINATION OF PROGRAM (INCLUDING OFFER PERIOD)

Sponsor reserves the right to modify the Program, including without limitation the Terms governing the Program, at any time, with or without notice. Continued participation in the Program after such action by Sponsor constitutes acceptance of any modification to the Program, including changes to the Terms.

The Program is scheduled to begin within 8 weeks of accepting the invitation. Sponsor in its sole discretion reserves the right to shorten, extend, suspend, modify or cancel the Program (including the Program Period, the Purchase Period, and their scheduled begin date and end date) at any time, and for any reason.

Further, and without limiting the generality of the preceding paragraph, the Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Program (or to amend these Terms) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Program as contemplated by these Terms, including, without limitation, any error(s), problem(s), computer virus(es), bug(s), tampering, unauthorized intervention, fraud(s), pandemic(s), act of god, or failure(s) of any kind. Any attempt to undermine the legitimate operation of this Program in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Program, or to amend these Terms, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind.

10. GENERAL CONDITIONS

All submissions become the property of the Sponsor. This Program is subject to all applicable federal, state, and municipal laws. The decisions of the Sponsor with respect to all aspects of this Program are final and binding on all entrants without right of appeal.

ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR'S OR ADMINISTRATOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE TERMS AND CONDITIONS FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR OR ADMINISTRATOR AT ANY TIME.

The Sponsor and Administrator reserve the right, in their sole and absolute discretion, to disqualify any individual that it deems to be in violation of these Terms. The Sponsor and Administrator reserve the right to refuse participation to any person whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter. In their sole and absolute determination, the Sponsor and Administrator may disqualify any person who acts in any manner to threaten or abuse or harass any person and to void all such person's submissions.

The Released Parties will not be liable for: (i) any failure during the Program; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Requests and/or other information to be received, captured, recorded or otherwise function properly for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to your or any other person's cell phone, computer or other device related to or resulting from participating in the Program; (v) anyone being incorrectly and/or mistakenly identified as having a valid receipt or having fulfilled the purchase requirement; and/or (vi) any combination of the above.

In the event of a dispute regarding who submitted a Request or a Receipt Image, the Sponsor reserves the right, in its sole and absolute discretion, to deem the Request or Receipt Image to have been submitted by the authorized account holder of the e-mail address submitted at the time of submission. "Authorized account holder" is defined as the person who is assigned an e-mail address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address, or a cell phone number by a participating cellular carrier. You may be required to provide proof (in a form acceptable to the Sponsor and Administrator – including, without limitation, government-issued photo identification) that he/she is the authorized account holder of the email address associated with the Request or Receipt Image in question.

PRIVACY: By participating in this Program, you expressly consents to the Sponsor, Administrator, their agents and/or representatives, storing, sharing and using any personal information submitted for the purpose of administering the Program and in accordance with Sponsor's privacy policy (available at: <https://pro.colgatedirect.com/privacy-policy>). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

The Sponsor will not share your personal information with others except to third parties who are retained by Sponsor to manage and fulfill this program.

In the event of any discrepancy or inconsistency between these Terms and disclosures or other statements contained in any Program-related materials, including, but not limited to, any point of sale, television, print or online advertising, and/or any instructions or interpretations of these Terms given by any representative of the Sponsor or Administrator, the terms and conditions of these Terms shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms or the rights and obligations of participants, Sponsor or any of the other Released Parties in connection with the Program will be governed by and construed in accordance with the domestic laws of New York, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in New York, in any action to enforce (or otherwise relating to) these Terms or relating to this Program.

11. SPONSOR/ADMINISTRATOR

Sponsor: Colgate Oral Pharmaceuticals, Inc. 300 Park Ave, New York, New York 10022
("Sponsor")

Administrator: Axiom Markeing Inc, 14047 W. Petronella Drive, Suite 101, Libertyville, IL, 60048
("Administrator")

Exhibit A

A. Participating products:

Colgate Optic White Professional In-Office Whitening kit