

## 24 Hours of Stem Cells Grand Prize Contest Complete Terms & Conditions

### **NO PURCHASE NECESSARY TO ENTER OR WIN.**

**HOW TO ENTER:** To enter go to the Thermo Fisher Scientific sponsored Gibco Facebook page and post a photo of yourself attending 24 Hours of Stem Cells virtual event and a caption in the English language with no more than 20 words. Image(s) may be in .jpg, .png, .mov, or .gif format and up to 5 megabytes in file size. Image(s) submitted to the “24 Hours of Stem Cells Grand Prize” Contest (the “Contest”) must be participant's original work, have no prior ownership or copyright restrictions, not been previously published in any format, or if previously published, participant must still retain the right to authorize Sponsor to publish the image(s), and no part of the image(s) may be copied from any other work. **Submissions relating to diagnostic use or any non-research use will not be considered.** Obscene, lewd, defamatory, lascivious, filthy, offensive, violent, harassing or otherwise objectionable words or images are not eligible and will be removed.

**ELIGIBILITY:** Participation is open only to participants 21 years and older in the US (excluding Puerto Rico), Canada (excluding Quebec), Japan, Southeast Asia, Taiwan and China who submit an eligible photo to the Contest. One winner will be eligible to receive a free registration to 2019 annual meeting of International Society for Stem Cell Research (ISSCR), to be held in Los Angeles, California, USA June 26 – 29, 2019. There is no limit on the number of photos a participant can submit. One prize per winner.

**Healthcare Professionals may not participate in this promotion. In North America, the term Healthcare Professionals includes clinical or non-clinical physicians (including MDs and MDs/Ph.D.s), and physician assistants, nurses, technicians, research coordinators, administrators and purchasing personnel and entities (including hospitals, rehabilitation centers, nursing facilities, home health agencies, clinics and group purchasing organizations, managed care organizations, physician group practices, medical directors for health insurance organizations) and their employees and representatives who are involved in the actual provision of health care services.**

**Outside of North America, the term Healthcare Professional includes any individual (with a clinical or non-clinical role; whether a government official, or employee or representative of a government agency or other public or private sector organisation; including but not limited to, physicians, nurses, technicians, laboratory scientists, researchers, research co-ordinators or procurement professionals) that in the course of their professional activities may directly or indirectly purchase, lease, recommend, administer, use, supply, procure or determine the purchase or lease of, or who may prescribe medical technologies or related services. The definition of Healthcare Professionals includes individuals involved in research activity, not just those directly involved in the provision of healthcare services.**

**Government Officials outside of North America may not participate in this promotion. Government Official shall mean: (i) Any officer or employee of a government or any department, agency or instrument of a government; (ii) Any person acting in an official capacity for or on behalf of a government or any department, agency, or instrument of a government; (iii) Any officer or employee of a company or business, university or institution owned or funded in whole or part by a government (iv) Any officer or**

**employee of a public international organisation such as the World Bank or United Nations, the European Union or the World Health Organization; (v) Any officer or employee of a political party or any person acting in an official capacity on behalf of a political party; and/or (vi) Any candidate for political office.**

**US federal and state government employees may not participate in this promotion.**

This promotion and Contest is void where prohibited, licensed, or restricted by federal, state, provincial, or local laws, regulations, or agency/institutional policy. Determination of eligibility is at Sponsor's sole discretion.

**DEADLINE FOR SUBMISSION:** The Contest begins November 14, 2018. Submissions must be received by Sponsor no later than November 15, 2018 at 11:59 p.m. US Pacific Time to be included in the Contest.

**CONTEST CANCELLATION:** There must be a minimum of four (4) eligible entries received by the Sponsor by the deadline in order for the submissions to proceed to the stage where they will be reviewed by the panel of judges. Sponsor reserves the right to cancel the Contest if the specified minimum number of entries has not been met. The judges' decisions are final on all matters.

**JUDGES AND JUDGING CRITERIA:** One (1) winner ("Winner") will be selected by November 30, 2018 by a panel of four (4) qualified judges comprised of the Sponsor's employees with backgrounds in marketing and stem cell research. Criteria for judging the winning entries will be based on:

- 1) 50% creativity and originality of location;
- 2) 20% inclusion of other attendees;
- 3) 20% entertainment quality;
- 4) 10% clarity of image

The Winner will be notified by email within approximately 14 business days after selection. If a winner is unreachable or does not make direct contact with the Sponsor by the date specified in the notification, or fails to accept the prize, the prize will be forfeited in its entirety and the submission that garnered the next highest judging score will be selected as a winner. The Winner must execute and return an affidavit of eligibility and a liability release within 14 days of the date of notification. If the Winner fails to do so, the prize will be forfeited in its entirety and an alternate winner will be selected from the remaining eligible entries. The Winner must warrant that she or he is not a Healthcare Professional, a Government Official, a US federal or state government employee, nor prohibited by employment, contract, or law from entering the Contest or accepting a prize from the Sponsor.

**PRIZE:** The winner will receive one (1) registration to ISSCR in 2019 (retail value approximately USD \$1,500.00). No cash or other substitutions are permitted, except by the Sponsor, which reserves the right to substitute the prize with one of equal or greater value. No refunds or credits are allowed. Prize is not transferable. **All taxes on the prize and reporting thereof are the sole responsibility of the Winner.** By entering the Contest, each participant unconditionally accepts and agrees to comply with and abide by these rules and the decisions of the Sponsor, which shall be final and binding in all respects.

**PUBLICITY:** Sponsor will publish the name of the Winner. The Winner consents to the use by Sponsor of Winner's name and image in Sponsor's press releases, announcements, or other marketing literature.

**INDEMNITY; DISCLAIMERS:** To the full extent allowed by law, participants and each Winner release, indemnify and hold harmless the Sponsor and its affiliates, directors, officers and employees from all liability for any damages, injury or losses to any person (including death and bodily injury) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the prize or participation in any promotion-related activity or participation in this promotion. The Sponsor has not made any warranty, representation, or guarantee, express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. IN NO EVENT SHALL THE SPONSOR BE LIABLE, WHETHER IN CONTRACT, TORT, WARRANTY, OR UNDER ANY STATUTE OR ON ANY OTHER BASIS FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, MULTIPLE OR CONSEQUENTIAL DAMAGES SUSTAINED BY ANY WINNER OR ANY OTHER PERSON OR ENTITY ARISING OUT OF THE SPONSOR'S PERFORMANCE OR FAILURE TO PERFORM ITS OBLIGATIONS RELATING TO THE AWARD OF THE PRIZE OR PERFORMANCE OF SERVICES, THE POSSESSION OR USE OF ANY PRODUCT, OR THE PERFORMANCE BY THE SPONSOR OF ANY SERVICES, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT THE SPONSOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM OR RELATED TO LOSS OF USE, LOSS OF DATA, DOWNTIME, OR FOR LOSS OF REVENUE, PROFITS, GOODWILL, OR BUSINESS OR OTHER FINANCIAL LOSS.

**MISCELLANEOUS:** The promotion is sponsored by Life Technologies Corporation, an affiliate of Thermo Fisher Scientific, Inc., 5781 Van Allen Way, Carlsbad, California 92008, USA. To obtain the name of the Winners, send a request with a stamped, self-addressed envelope to Nicole Ramsay, Global Market Development – Social Media, Thermo Fisher Scientific, 5781 Van Allen Way, Carlsbad CA 92008. If required pursuant to local law or internal rules, participant also represents and warrants that his/her employer or institution has approved the participation in the Contest. Employees of Sponsor and its affiliates, as well as their immediate family members and household members, are not eligible. All entries and their content become the property of the Sponsor and will not be returned. This Contest shall be governed by and construed in accordance with the law of the State of California without reference to its choice-of-law doctrines. By entering the Contest, you are agreeing to receive further information from the Sponsor in accordance with the Sponsor's privacy policy, which can be found here: <https://www.thermofisher.com/us/en/home/global/privacy-policy.html>

This Contest 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. You may view the Sponsor's privacy policy here: <https://www.thermofisher.com/us/en/home/global/privacy-policy.html>