

Thermo Fisher Scientific Cancer Research Foundation Grant Program
Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN

1. HOW TO APPLY:

To participate in the Thermo Fisher Scientific Cancer Research Foundation Grant Program (the “Program”), you must submit your Grant Application (the “Application”) at address: <http://www.thermofisher.com/global/en/home/products-and-services/promotions/life-science/cancer-research-foundation.html>. All required information on the Application form must be completed. The Application must be received by Sponsor between 12:01 a.m. GMT on September 14, 2019 and 11:59 p.m. GMT on November 29, 2019. By applying, you represent that you are not prohibited by employment, law, regulation, industry code of conduct or the policies or practices of your institution or employer from participating. The Program is void wherever prohibited or where registration or bonding is required, and is subject to all applicable laws and applicable industry codes of conduct.

2. ELIGIBILITY:

The Program is open only to individuals 18 years and older who currently works as an academic researcher in the field of cancer research. Void in Belgium, Finland, Italy, Sweden, Iran, Syria, Cuba, North Korea, North Sudan, China, Hong Kong, India, South America, Central America, Mexico, Puerto Rico and the Canadian province of Quebec and where this promotion or acceptance of a grant is prohibited or restricted by law or subject to registration or other procedures with which Sponsor may not have undertaken are ineligible to participate in this promotion and shall be ineligible for any grant awarded in this promotion. **The person submitting the Application is the applicant (“Applicant”) and is entering on behalf of their employer, which will be the recipient of the grant (“Grant Recipient”). Applicant warrants that they have obtained any necessary permission to submit an Application to this Program and authorization from their employer or responsible supervisor.** One application per person for each current grant term. Void where this promotion or acceptance of a grant is prohibited or restricted by law or subject to registration or other procedures that Sponsor may not have undertaken are ineligible to participate in this promotion and shall be ineligible for any grant awarded in this promotion. Determination of eligibility is at Sponsor’s sole discretion. Affiliates, subsidiaries, distributors and other sales intermediaries, advertising, promotion, and fulfillment agencies of Sponsor, and immediate family members and employees, officers and directors of Sponsor or those living in their same household, are not eligible to participate. Individuals entering on behalf of their institution/employer give permission on behalf of themselves and their institution to Sponsor to contact them and their institution about Sponsor’s products and services, whether or not participant is selected to receive a grant.

Healthcare Professionals outside of Europe, the Middle East and Africa may not participate in this promotion. The term Healthcare Professionals outside of Europe, the Middle East and Africa includes clinical or non-clinical physicians (including MDs and

MDs/Ph.D.s), 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 and/or in the exercise of their profession use, procure or sell medicinal products or medical devices.

Healthcare Professionals in Europe, the Middle East and Africa may not participate in this promotion. The term Healthcare Professionals in Europe, the Middle East and Africa means 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 organization; including but not limited to, physicians, nurses, technicians, laboratory scientists, researchers, research coordinators 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. It also includes individuals involved in research activity, not just those directly involved in the provision of healthcare services.

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

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 in whole or part by a government; (iv) Any officer or employee of a public international organization 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. Void where prohibited, licensed, or restricted by federal, state, provincial, or local laws, regulations, or agency/institutional policy.

3. OBJECTIVE OF PROGRAM:

The objective of this Program is to help academic cancer researchers achieve their goals by providing best-in class educational resources, support and research tools that help accelerate discovery to validation in cancer. We recognize that everything in the fight against cancer is precious (time, talent, money, samples, and data). We have to get smarter and more efficient, moving forward together. This is why we are launching a Cancer Research Foundation that will allow you to submit short grant proposals to gain access to some of our most innovative products.

4. CRITERIA FOR SELECTION AS A GRANT RECIPIENT:

Your proposal in the Application will be judged based on an innovative use and need for the product(s). Submitted Applications will be judged by a panel of five judges with scientific backgrounds in Research & Development and other technical functions.

Your proposal will be judged based on the following criteria:

40% Need for the product(s) and the problems it will solve relating to cancer research

40% innovative use of the product(s)

20% impact of the product(s) for the larger team the Applicant works within

Proposals must relate to research use only applications. No proposals relating to diagnostic use applications will be accepted.

Proposals that include personally-identifiable information or patient data, or that propose to disclose personally-identifiable information or patient data, will be excluded from consideration for participation in the Program.

5. PROGRAM CANCELLATION:

There must be a minimum of ten (10) eligible submissions received by the deadline in order for this Program to proceed to the stage where submissions will be reviewed by the panel of judges. If a minimum of ten (10) eligible submissions are not received by the Application, this Program will be cancelled. Should the Program be cancelled, an announcement will be posted at address: <http://www.thermofisher.com/global/en/home/products-and-services/promotions/life-science/cancer-research-foundation.html> and an email will be sent to each Applicant to notify them that the Program has been cancelled.

6. NOTIFICATION OF WINNERS AND APPLICANT'S and GRANT RECIPIENT'S OBLIGATIONS:

Based upon the judging criteria set forth in Section 4, above, two winners (each a "Winner") will be determined. Winners will be notified on approximately December 6, 2019. Any notification returned as undeliverable may result in disqualification. **The winning Applicants and Grant Recipients will be required to execute and return an Affidavit of Eligibility/Release of Liability/Assignment of Rights/Publicity Release (where legal) and the Grant Recipients will be required to execute and return an Acceptance of Grant document. Each document must be signed and returned to the Sponsor within 14 days of notification attempt.** If an Applicant and/or Grant Recipient fails to return these documents by the deadline, the grant will be forfeited and an alternate recipient will be determined, based on the criteria set forth above. TAXES, INCLUDING SALES, FEDERAL, STATE, AND LOCAL TAX, IF ANY, RELATED TO THE AWARD ARE THE RESPONSIBILITY OF THE GRANT RECIPIENT AND SPONSOR WILL, IF APPLICABLE, ISSUE A 1099-MISC TO THE GRANT RECIPIENT. The grant is not transferable; no substitutions or cash equivalents are allowed except by Sponsor. The Sponsor will be responsible for customs clearance and any related charges. No responsibility or liability is assumed for damages, losses or injury resulting from acceptance or use of any grant. All other expenses and costs not expressly listed above are the Grant Recipient's sole responsibility.

By participating, the Applicant and Grant Recipient agree to these Official Rules and the Thermo Scientific Terms and Conditions of Sale. The determination of the Grant Recipients by Sponsor shall be final and binding in all respects. Acceptance of the grant constitutes permission to use the Grant Recipient's name, and if, he or she has executed a Publicity Release, information related to the Applicant who entered the Program on behalf of the Grant Recipient. Such information may include, but not be limited to, biographical information, likeness and company information without further compensation, except where prohibited by law and as otherwise provided herein. No information regarding judging or selection will be disclosed.

The Applicant will have to ensure full transparency within its employer and institution and must fully disclose the support provided by Sponsor in all oral or written presentations of the results of the research.

7. AWARDS:

There are two grant award packages available, as set forth below.

Capillary Electrophoresis package:

One SeqStudio Genetic Analyzer System with SmartStart (approximate value \$57,000)
One SeqStudio Starter Kit (approximate value \$2,000)
One Sanger Sequencing Kit (approximate value \$1,472)

Cell Imaging package:

One EVOS M7000 Imaging System (approximate value \$59,950)

One Grant Recipient will receive the Capillary Electrophoresis package, and one Grant Recipient will receive the Cell Imaging package.

The award will be shipped to the Grant Recipient free of charge within approximately 4-6 weeks and will be covered by a standard warranty. If shipment across a country's border requires an import permit, it will be the Grant Recipient's responsibility to obtain the required permit.

8. INTELLECTUAL PROPERTY:

Ownership of the pre-existing underlying intellectual property of the participant remains the property of the participant subject to Sponsor's rights to reprint, display, reproduce, perform, use and exhibit the Application and any results for the purpose of administering and promoting the Program and for Sponsor's marketing and advertising purposes. By participating in the Program, each participant grants to Sponsor a non-exclusive, worldwide, fully paid, royalty-free, perpetual, transferable license to reprint, display, reproduce, perform, use and exhibit (including the right to make derivative works of) the Application and materials, and information submitted on and in connection with the Program or use or receipt of the grant, as well as materials and information provided by Sponsor for the purposes of running this Program, and the results. Each participant

hereby warrants that any Application and other materials and information provided by participant, and any results, are original with participant and do not violate or infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property, or other rights of any person or entity, and do not violate any rules or regulations. If the Application or information or materials provided by participant, and any results, contain any material or elements that are not owned by participant and/or which are subject to the rights of third parties, participant represents that he or she has obtained, prior to submission of the Application and information or materials, and any results, any and all releases and consents necessary to permit use and display of the Application, information and materials, and results by Sponsor in the manner set forth in these Official Rules without additional compensation.

9. GENERAL RULES:

Return of any grant or grant notification as undeliverable may result in disqualification and alternate determination. By participating in this Program, participants agree to be bound by these Official Rules and the decisions of Sponsor, and that information provided is subject to Sponsor's Privacy Policy, available [here](#). Sponsor is not responsible for technical, hardware, software or telephone malfunctions of any kind; lost or unavailable network connections; or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in this Program, or by any human error that may occur in the processing of the online Application in this Program. Sponsor reserves the right at its sole discretion to disqualify any participant who tampers or attempts to tamper with the Application process or the operation of the Program or website; violates the Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Program may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person and participant to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Program if it is not capable of running as planned due to circumstances including, but not limited to, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures or any other problems beyond the control of Sponsor. Sponsor and each of its respective affiliates, officers, directors, agents and employees will have no liability or responsibility for any claim arising in connection with participation in this Program or any grant. Each Applicant and Grant Recipient assumes all liability for any injury or damage caused, or claimed to be caused, by participation in this Program or use or redemption of any grant. Sponsor has no liability for any costs incurred by participants in entering this Program.

10. RELEASE/LIMITATIONS OF LIABILITY:

YOU HEREBY HOLD SPONSOR HARMLESS FROM AND AGAINST ANY THIRD-PARTY CLAIM ARISING FROM USE OF THE PROGRAM, THE APPLICATION, OR THE RESULTS. SPONSOR AND ITS AGENTS ARE NOT RESPONSIBLE FOR LOST, LATE, DAMAGED, MISDIRECTED, ILLEGIBLE, INCOMPLETE OR MUTILATED

APPLICATIONS; OR FOR ANY COMPUTER, ONLINE, TELEPHONE OR TECHNICAL MALFUNCTIONS, DELAYS OR HUMAN ERRORS THAT OCCUR IN THE PROCESSING, TRANSMISSION OR RECEIPT OF APPLICATIONS; OR FOR INACCURATE TRANSCRIPTION OF APPLICATION INFORMATION; OR FOR APPLICATIONS THAT ARE STOLEN, MISDIRECTED, GARBLED, LOST OR DELAYED BY COMPUTER TRANSMISSIONS; OR IF FOR ANY REASON THE PROGRAM IS NOT CAPABLE OF BEING CONDUCTED AS PLANNED, INCLUDING BUT NOT LIMITED TO INFECTION BY COMPUTER VIRUSES, BUGS, TAMPERING, UNAUTHORIZED INTERVENTION, FRAUD, TECHNICAL FAILURES OR OTHER CAUSES BEYOND THE CONTROL OF SPONSOR. SPONSOR RESERVES THE RIGHT AT ITS SOLE DISCRETION TO CANCEL, TERMINATE, MODIFY OR SUSPEND THE PROGRAM. SPONSOR IS NOT RESPONSIBLE FOR INCORRECT OR INACCURATE APPLICATION INFORMATION, WHETHER CAUSED BY INTERNET USERS OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE PROGRAM, OR BY ANY TECHNICAL OR HUMAN ERROR THAT MAY OCCUR IN THE PROCESSING OF THE APPLICATIONS IN THE PROGRAM.

11. CHOICE OF LAW; VENUE:

Any disputes in connection with this Program will be resolved in the appropriate courts in San Diego, California, and will be subject to the laws of California, exclusive of its conflicts of laws principles.

12. SPONSOR:

The Sponsor of the Program is Thermo Fisher Scientific Inc., Life Sciences Solutions. To obtain the name of the Grant Recipient, send a request with a stamped, self-addressed envelope to Johanne McGregor, Thermo Fisher Scientific, 5781 Van Allen Way, Carlsbad, CA, 92008, USA.