

## **New England Biolabs®<sup>®</sup>, Inc.’s Passion in Science Awards™ Campaign (“Award Campaign”)—Terms and Conditions**

All rights reserved. All materials contained in this website are subject to copyright and/or trademark protection laws.

New England Biolabs, Inc. (“NEB<sup>®</sup>”) is a company incorporated according to the laws of Massachusetts with headquarters at 240 County Road, Ipswich, MA 01938-2723.

### **Terms of Use for Website and Award Campaign**

Please carefully read the terms of use for utilizing this website. By accessing and using this website in any way, including, without limitation, browsing the website, using any information, using any content, using any services, downloading any materials, and/or submitting an entry for this Award Campaign, you agree to and are bound by the terms of use described in this document (“Terms of Use”) which include the Award Campaign Rules and Regulations (“Rules and Regulations”). If you do not agree to all of the terms and conditions contained in the Terms of Use, including the Rules and Regulations, we request that you please do not use this website in any manner or submit an entry for this Award Campaign.

The Terms of Use, including the Rules and Regulations, are entered into by and between NEB and you. If applicable, you represent that you are authorized to accept these Terms of Use, including the Rules and Regulations, to use this website, and to submit an entry for this Award Campaign by your employer. If you are using the website or are submitting an entry for this Award Campaign on behalf of a colleague, you represent that you are authorized to accept these Terms of Use, including the Rules and Regulations, to use this website, and to submit an entry for the Award Campaign on your colleague’s behalf.

### **Updating of Terms of Use**

NEB reserves the right, at NEB’s sole discretion, to change, modify, update, add, or remove portions of the Terms of Use, including the Rules and Regulations for this Award Campaign, at any time without notice to you. Please check these Terms of Use, including the Rules and Regulations, for changes. Your continued use of this website following the posting of changes to the Terms of Use, including the Rules and Regulations, will mean you accept those changes, and your continued participation in the Award Campaign will also mean you accept the changes therein. NEB is not liable for the accuracy, completeness, and/or reliability of the content of the information provided herein.

## **Non-liability Statement**

This website is provided “as is” and might be subject to expansions, amendments and updates. Although NEB makes efforts to provide accurate and up-to-date information to the public, NEB makes no representations or warranties as to the accuracy or topicality of the content of the website and assumes no responsibility for errors, omissions or possible obsolescence. In particular, NEB is not responsible for the content of any website you may link to from this website. Further, NEB assumes no responsibility for any damages or viruses that may affect your computer equipment or other property due to access, use or downloading of contents from this website.

## **Registered Trademarks**

All company, products or service names mentioned on this website are trademarks or registered trademarks of their respective owners. The website, and all data, text, images, software, video or audio contained therein are for non-commercial and personal use only. No license to utilize the proprietary logo, service marks, or trademarks is granted by making them available on this website.

You may not, however, distribute, exchange, modify, sell or transmit any information of this website. Unless indicated differently, all material of this website is protected by copyright and shall not be used for commercial or public purposes without the previous written permission of NEB. You are also not permitted to link or “mirror” any part of this website without the prior written permission of NEB.

## **Communication and Tracking (Cookies)**

For better communication via the Internet, NEB sometimes uses small text files (cookies) remembered by your browser according to its settings, so that you can navigate through the website easier. NEB also uses this technique where appropriate, to keep track of page views and to personalize your communication with NEB. NEB implements some of these cookies through NEB’s server technology on your storage device. The use of cookies is now standard procedure for most websites, however if you are uncomfortable with the use of cookies, change your browser settings to opt-out of receiving cookies. This, however, may limit your ability to interact with NEB websites.

## **External Links**

The website contains links to third-party websites which are not under the control of NEB, and NEB is not responsible for the contents on any linked website or any link contained in a linked website, or any

changes or updates to such websites. NEB is not responsible for web casting or any other form of transmission received from any linked website. NEB is providing these links to you only as a convenience, and the inclusion of any link does not imply that NEB endorses or accepts any responsibility for the content on such third-party websites.

## **1. Award Campaign Rules and Regulations**

- AWARD CAMPAIGN SPONSOR: NEB
- NOMINATION: Subject to the Terms of Use, either an individual can nominate and submit an entry for this Award Campaign on behalf of him or herself, or a colleague can nominate another individual for consideration and the individual will then be invited via email to submit an entry for this Award Campaign (“Entrant”).
- HOW TO ENTER: The Award Campaign begins on Wednesday, June 1, 2016, at 12:01 a.m. Eastern Time (“ET”) and ends on Sunday, July 31, 2016, at 11:59PM ET (“Award Campaign Period”). Submissions for entry will only be considered during the Award Campaign Period
- SUBMISSION: Submission includes Entrant: (1) choosing one of four categories for which the Entrant requests consideration (Science, Mentorship and Advocacy Award™, Environmental Stewardship Award™, Arts and Creativity Award™, and Humanitarian Duty Award™); (2) providing information about the Entrant’s work; (3) describing the Entrant’s work; and (4) verifying the substantive nature of the Entrant’s work. Submissions can contain text, images, graphics, videos or other supporting materials (“Submission Material”). To enter the Award Campaign visit [nebpassioninscience.com](http://nebpassioninscience.com) and follow the instructions for submission. Submission of an entry constitutes agreement to adhere to the Terms of Use, including the Rules and Regulations. NEB will not necessarily acknowledge receipt of entry, nor respond to inquiries for Award Campaign results.
- REPRESENTATIONS IN ENTRIES: By submitting an entry for this Award Campaign, each Entrant represents and warrants that the Entrant’s work and content is the Entrant’s own creation and is 100% original work; is not subject to, and does not infringe upon, the rights of any third parties, including without limitation privacy or publicity rights; and is not defamatory, obscene or otherwise illegal. If “non-original” work, text or media of any kind is used, the Entrant must certify permission has been granted by the authors, creators or publishers of that work and content. Entrant further represents and warrants that Entrant’s work and content, and Entrant’s submission thereof, is in compliance with all applicable policies and guidelines of Entrant’s employer, institution or university.

- **RIGHTS IN ENTRIES:** By submitting an entry for this Award Campaign, Entrant grants NEB the right in perpetuity to publish, use, re-use, copy, display, share, broadcast, transmit, edit, adapt and/or modify (together "Use") Entrant's name, affiliation, voice, appearance, performance, photograph, video, and/or likeness (together "Image") and Entrant's Submission Material in any way for any and all purposes, including but not limited to internal, education, advertisement, publicity, commercial, promotional, marketing, or otherwise (together "Purposes"), in any and all media worldwide, including but not limited to, an NEB website, NEB Catalog, video-sharing websites, social media, email, newsletters, articles, posters, marketing literature and/or any other commercial or promotional activity (together "Media"), without further compensation to or permission from Entrant (unless prohibited by law), and with or without credit to Entrant, at NEB's sole discretion. Submission Material may not be returned to Entrant. NEB has no obligation to use the Submission Materials or to exercise any rights given by these Terms of Use, including the Rules and Regulations.
- **ELIGIBILITY:** Entrants must be at least 18 years of age. NEB employees, contractors, officers, agents, or any family member of such are not eligible to be Entrants. No purchase of NEB products is necessary to be eligible to enter this Award Campaign. There is a limit of only one possible Campaign Award per Entrant.
- **AWARD CAMPAIGN WINNERS:** All entries for this Award Campaign will be viewed and judged by NEB on or about Friday, August 12, 2016. Those entries advancing to final review will be judged by NEB between Monday, August 15, 2016 and Friday, August 19, 2016. The Winner(s) will be selected on the basis of how well they have impacted and enhanced the value of the category for which they have submitted their Award Campaign entry ("Winner(s)"). The Winners will be notified by email on or about Monday, August 22, 2016. Each Winner must comply with all Terms of Use, including the Rules and Regulations, and winning is contingent upon fulfilling all such requirements. If the Winner: (1) cannot be contacted within three calendar days of first notification attempt, (2) rejects his/her Award, (3) cannot attend the Award Event (defined below) or (4) is found by NEB to not be in compliance with these Terms of Use, including the Rules and Regulations, the Winner will be disqualified, the Award will be forfeited and an alternate Winner will be selected from all remaining eligible entries. Upon forfeiture, no Award, prize, or other compensation will be given. **NEB'S DECISIONS ARE FINAL ON ALL MATTERS.**
- **WINNING ENTRIES:** There will be an estimated sixteen Award Campaign Winners (four Winners in each category) selected by NEB. Notwithstanding the foregoing, NEB reserves the right to modify, amend or revise the total number of Winners and/or the total number of Winners in each category based upon the number of qualified entries, and NEB reserves the right to modify or cancel the Award

Campaign in the event that an insufficient number of entries are received that meet the minimum judging criteria. Pursuant to applicable federal travel regulations and at NEB's arrangement and reasonable expense, the Winners will be invited to NEB and expected to attend an Award's dinner, roundtable discussions, seminars and tour of the NEB facility on Thursday, November 4<sup>th</sup> and Friday, November 5<sup>th</sup>, 2016 ("Award Event"). At NEB's discretion, Winners may be: photographed and or recorded on audio and/or video (together "Record," "Recorded," and "Recordings") during the Award Event; Recorded to detail their stories and describe how they share similar values with NEB; interviewed and have their profiles added to the NEB website and the Award Campaign website and the articles written about them included in the NEB Catalog. All of the foregoing, as well as any other Images of the Winners may Used by NEB for any Purpose in all Media. NEB will also make a donation of \$1,000 to a mutually agreed upon charity or contribute \$1,000 as a travel grant for the Winner to attend a relevant and NEB approved scientific or other relevant conference. The Winners will choose either the charitable donation or the travel grant. The Winners are responsible for all taxes or other fees connected with the Award and/or the travel paid for by NEB.

- **ACCEPTANCE OF AWARD:** By accepting the Award, the Winner grants NEB the right, at NEB's discretion, in perpetuity, to Use the Winner's Image; any Recordings; any articles written by NEB about the Winner; and the Winner's Submission Materials for all Purposes in any Media, including but not limited to the creation of a Recording detailing the Winner's story and how the Winner's values are shared by NEB; the addition of the Winner's profile to the NEB website and the Award Campaign website; and the writing of an article about the Winner to be included in the NEB Catalog, without compensation (unless prohibited by law) and without credit to Winner.
- **GENERAL:** NEB will have the final determination on any point not outlined in the Terms of Use, including the Rules and Regulations. NEB, its subsidiaries, affiliates, partners, agents, representatives, successors, assigns, employees, officers and directors are not responsible for technical, hardware, software, telephone or other communication malfunctions, errors or failures of any kind, lost or unavailable network connections, website, Internet, or ISP unavailability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter this Award Campaign, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participating in this Award Campaign or downloading any materials in this Award Campaign.

By participating in this Award Campaign, each Entrant agrees to be bound by these Terms of Use, including the Rules and Regulations, and each Entrant agrees to release and hold harmless NEB and its subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors, from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, or participation in the Award Campaign, or participation in any Award Campaign-related activity, including but not limited to the any entry, Submission Materials or Award Event and for any claims based on publicity rights, defamation or invasion of privacy.

To the fullest extent permitted by applicable law, by submitting an entry for this Award Campaign, each Entrant irrevocably waives all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages and expenses, including but not limited to claims for patent, copyright or trademark infringement, infringement of moral rights, defamation, invasion of rights of privacy, rights of publicity, intrusion, false light, public disclosure of private facts, physical or emotional injury or distress or any similar claim or cause of action in tort, contract or any other legal theory, now known or hereafter known in any jurisdiction throughout the world (collectively, "Claims") arising directly or indirectly from NEB's and its subsidiaries, affiliates, partners, agents, representatives, successors, assigns, employees, officers, and directors and of each and all of them (collectively, "Covered Persons") exercise of its rights hereunder and the use and exploitation of the entry for this Awards Campaign, and whether resulting in whole or in part by the negligence of NEB or any other person, covenants not to make or bring any such Claim against any Covered Person and forever releases and discharges the Covered Persons from liability under such Claims.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE AWARD CAMPAIGN MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, NEB RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

GOVERNING LAW. This Award Campaign is void where prohibited by law. Any dispute arising out of the Award Campaign set forth herein shall be governed by the laws of the Commonwealth of Massachusetts, without regard for its provisions regarding conflicts of law.