

PerkinElmer NexION 5000 ICP-MS 2021 US Research Contest

Official Contest Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING. BEFORE YOU ENTER, READ, AND UNDERSTAND THESE OFFICIAL RULES. BY SUBMITTING AN ENTRY, YOU FULLY AND UNCONDITIONALLY AGREE TO AND ACCEPT (1) THESE OFFICIAL RULES; (2) PERKINELMER'S PRIVACY POLICY AVAILABLE AT THE WEBSITE DESIGNATED IN SECTION 11 BELOW; AND (3) THAT YOUR ENTRY AND THE PERSONAL INFORMATION COLLECTED FROM YOU IN CONNECTION WITH THIS CONTEST WILL BE USED BY PERKINELMER (AS DEFINED BELOW).

- 1) **Eligibility.** This is a trade promotion contest. Eligibility is limited to natural persons who are legal residents of the United States, including the District of Columbia, but excluding Arizona, and who are at least eighteen (18) years of age as of the date of entry or the age of majority in their state of residence, whichever is older. Further, participants at the time of entry must have an active, current scientific research project occurring related in a business entity or at an academic institution accredited by a generally recognized national or regional accreditation board. Health care professionals and employees of or those working on behalf of federal, state, or local government entities are not eligible to and may not participate in this Contest. The term Healthcare Professionals includes individuals (clinical or non-clinical physicians (MDs and MDs/PhDs), 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. Employees of PerkinElmer, Inc., its affiliates, subsidiaries, agents, distributors, advertising, promotion and production agencies, members of their immediate families, and their household members, are **not** eligible to participate or win. Any person who was awarded a prize or received other promotional consideration from the Sponsor (as hereinafter defined) within six (6) months prior to the entry deadline of this promotion is also **not** eligible to win or participate. **THIS PROMOTION IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW AND IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS.**
- 2) **Sponsor.** This Contest is sponsored by PerkinElmer, Inc. and its affiliates, whose address is 940 Winter Street, Waltham, MA 02140, USA ("**PerkinElmer**" or "**Sponsor**").
- 3) **Contest Period.** This Contest will begin at 12:00:00 a.m. Eastern Time on March 1st, 2021 and end at 11:59 pm Eastern Time on October 1st, 2021 (the "**Contest Period**"). All valid entries registered or received by PerkinElmer by 11:59 p.m. Eastern Time on October 1st, 2021 will be eligible to be judged and entered to win the Prize (as hereinafter defined). PerkinElmer assumes no responsibility for late, lost, damaged, misidentified, or misdirected entries. Entries not received during the Contest Period will not be accepted.
- 4) **How to Enter.** No purchase is necessary to enter or win, and purchase will not affect your odds of winning. The odds of winning this Contest depend on the number of eligible entries received during the Contest Period. These rules form a binding legal agreement between you and PerkinElmer with respect to the Contest. Please read these rules prior to entry to ensure you understand and agree.

To enter the Contest, during the Contest Period please visit PerkinElmer's website at www.perkinelmer.com/ResearchContestUSD2021, to complete and submit the entry form. You also may enter the Contest by sending your entry and a postcard with your name, e-mail address and employer's name and business address to the following address: PerkinElmer Health Sciences Inc., Attention PerkinElmer NexION 5000 ICP-MS 2021 US Research Contest, 68 Elm St. Hopkinton MA, 01748, USA. Entrants will register and submit a half-page document describing their research project, their project intent, and how the NexION 5000 ICP-MS inductively coupled plasma mass spectrometry instrument will help them progress in their research project. All

entries become the property of PerkinElmer and will not be acknowledged or returned. By entering, the entrant hereby assigns to PerkinElmer all intellectual property rights, including without limitation, any copyrights. Entries that are incomplete are considered void and will not be accepted.

Limit one (1) entry per person. Use of any means to enter multiple entries into this Contest is prohibited and any multiple entries will be disqualified. Incomplete and/or incoherent entries are void and mechanically reproduced, software-generated or other automated multiple entries are not permitted. PerkinElmer reserves the right, in its sole discretion to disqualify any entries by persons that appear to be tampering with or abusing any aspect of this promotion. Entrants are permitted to enter other research contests published by PerkinElmer but may only win one (1) Prize. Multiple Prizes will not be awarded.

5) **Research Project Submission Requirements.** In addition to the requirements listed under Section 4 above, the submission must meet the following criteria (collectively, "**Submission Requirements**"):

- It must not be derogatory, offensive, threatening, defamatory, disparaging, libelous or contain any content that is inappropriate, indecent, sexual, profane, tortuous, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person, or otherwise does not comply with the theme and spirit of the Contest.
- It must not contain content, material or any element that is unlawful, or otherwise in violation of or contrary to any applicable federal, state, or local laws and regulation including the laws or regulations in any state where the submission is created.
- It must not contain any content, material or element that displays any third party advertising, slogan, logo, trademark or otherwise indicates a sponsorship or endorsement by a third party, commercial entity or that is not within the spirit of the Contest, as determined by Sponsor, in its sole discretion.
- It must be original, unpublished works that does not contain, incorporate, or otherwise use any content, material or element that is owned by a third party or entity.
- It cannot contain any content, element, or material that violates a third party's publicity, privacy, or intellectual property rights.
- The research project and/or the submission is not the subject of any actual or threatened litigation or claim.
- The entrant does not include any disparaging remarks relating to the Sponsor or a third party.
- The submitted Research Project is two-dimensional and scannable (e.g., no videos or GIFs).

During the Contest Period, the Sponsor, its agents and/or the Sponsor's judges will be evaluating the submissions to ensure that they meet the Submission Requirements. The Sponsor reserves the right, in its sole discretion, to disqualify any entrant whose submission does not meet the Submission Requirements. Incomplete entries or entries not complying with these rules are subject to disqualification.

6) **Conditions of Entry.** Entrants agree to be bound by these rules and all decisions of PerkinElmer and PerkinElmer's Contest judges, whose decisions will be final and binding on all matters related to the Contest. By submitting an entry, participants grant to PerkinElmer, its agents and others working on their behalf the right to use the winner's name for advertising and marketing purposes, without additional compensation, unless otherwise prohibited by law. Further, with your entry, you provide consent to receive promotional or marketing material and information from PerkinElmer or its affiliates. You may opt out of receiving such information, which will not affect your chances of winning. All entries become the property of PerkinElmer and will not be acknowledged or returned. PerkinElmer shall not be responsible for any submission errors or for lost, late or misdirected mail (including e-mail), or telecommunication or computer hardware or software failures. If, for any reason, the fairness or integrity of the Contest becomes compromised, PerkinElmer reserves the right to terminate or modify the Contest, and to disqualify any individual who tampers with the entry process or the administration of the Contest.

- 7) **Judging.** Each entry submission will be evaluated and scored based on the following “**Criteria**”: (i) showing the need for the equipment in order to complete the research project described; (ii) clarity of the submission and application described; (iii) uniqueness of the application described; and (iv) adherence to the Submission Requirements. Using the aforementioned Criteria, PerkinElmer judges will evaluate the entries based on the Criteria and determine in their sole judgment and authority whether there are any winners from those that satisfy the Criteria. There will be no more than one (1) winner for the Grand Prize and one (1) winner for the Runner Up Prize. The final result will be announced on or about November 1st, 2021. Each entrant determined as a potential winner must comply with the terms and conditions set forth in these rules, and winning is contingent upon fulfilling all such requirements. If an entrant does not provide the data required at entry, that entrant’s entry will be ineligible. The potential winner will be notified by mail, e-mail and/or phone and will be required to sign and return an affidavit of eligibility, a liability release and, where lawful, a publicity release within fourteen (14) days of attempted notification. If such documents are not returned within the specified time period, a Prize or Prize notification is returned as undeliverable, a potential winner is not in compliance with these rules, or PerkinElmer is unable to contact the potential winner within a reasonable time period not to exceed fourteen (14) days, the Prize will be forfeited and, at PerkinElmer’s discretion, an alternate winner selected. The name of the Prize winner will be posted for a minimum thirty (30) days after the date of the announcement on PerkinElmer’s website, alternative the winner details can be obtained by sending a stamped self-addressed envelope with your request for the winners details to PerkinElmer NexION 5000 ICP-MS 2021 US Research Contest, PerkinElmer Inc., 68 Elm St. Hopkinton MA, 01748, USA. Requests for a list of winner details received after December 31st, 2021 will not be fulfilled.
- 8) **Prizes.** The first-place winner will receive the Grand Prize described below and the second-place winner will receive the Runner Up Prize described below. All entrants will receive the Participation Prize described below. The Grand Prize, the Runner Up Prize, and the Participation Prize are collectively referred to in these terms as “**Prize**”.
- (a) **Grand Prize.** The “**Grand Prize**” winner will receive the use of one (1) PerkinElmer NexION 5000 ICP-MS (inductively coupled plasma mass spectrometry) instrument for a period of one-year with an approximate estimated value of \$90,000.00 USD. This will include the installation of the instrument by PerkinElmer and up to 5 days of training and application consultation. User is responsible for any consumables required for use of the instrument and for supplying a suitable working area in accordance with the instrument product documentation. This prize is subject to the winner entering into an instrument loan agreement on PerkinElmer’s form in a format acceptable and agreeable to PerkinElmer. A copy of the loan agreement will be provided to the Grand Prize winner after notification of award.
- (b) **Runner Up Prize.** The “**Runner Up Prize**” winner will receive a voucher for fifty percent (50%) off the US list price of any PerkinElmer inductively coupled plasma mass spectrometry (ICP-MS) instrument of their choice. Voucher must be used within 12 months of award.
- (c) **Participant Prize.** The “**Participant Prize**” will be afforded to all other entrants that are not awarded the Grand Prize or Runner Up Prize and will allow for such entrant to receive a voucher for thirty-five percent (35%) off the US list price for any PerkinElmer ICP-MS, ICP-OES, or AA instrument. Voucher must be used within 12 months of award.

Each prize is nontransferable and must be accepted as awarded. No cash or other substitution may be made, except by PerkinElmer who reserves the right to substitute a prize of comparable or greater value, at PerkinElmer’s sole discretion. To the extent permitted by law, all taxes, fees, and surcharges imposed on the Prize are the sole responsibility of the winner. The Prize will be awarded “as is” with no warranty or guarantee, either express or implied. All Prizes are awarded to the entrant’s employer, where the entrant is associated with their research project. No Prize is awarded to an individual entrant for personal use.

- 9) **Publicity of the Winner and Feedback.** The Grand Prize and Runner Up Prize winners, by accepting the Prize, except where legally prohibited (including in Tennessee), grants permission to PerkinElmer and its designees to use winner's name, address (city and state), picture/portrait, likeness and/or voice, and Prize information for

advertising, trade and promotional purposes without further consideration, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval.

The Grand Prize winner agrees to monthly video conference or in-person meeting to discuss feedback regarding the Instrument and the application with PerkinElmer. The Runner Up Prize winner agrees to engage in at least one (1) feedback video conference or in-person meeting within one (1) year of installation of the instrument. Any suggestions, enhancement requests, recommendations, or other feedback provided by the winners shall be deemed "**Customer Input**". PerkinElmer shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate any Customer Input into anything PerkinElmer desires, internally or publicly, and in any manner of communication it deems fit.

- 10) **Grand Prize Instrument.** The Grand Prize winner will use the instrument solely for the purpose of carrying out the research project. Winner may not use the Instrument for any other purpose without the prior written consent of PerkinElmer. Winner will retain control over the instrument and will not transfer the instrument to any third party without the prior written consent of PerkinElmer. Winner shall maintain the instrument in accordance with the product documentation and shall permit PerkinElmer to inspect the instrument from time to time with prior reasonable notice. Further, the instrument shall not be moved from the original place of install without PerkinElmer's prior written notice and consent. The instrument shall always remain and be deemed personal property even if it may become attached or fixed to realty. Title to the instrument shall remain solely with PerkinElmer, and winner is only granted a limited right to use the instrument for one (1) year from the date of delivery. No right, title, or interest in or to the instrument shall ever pass to winner, unless winner decides to purchase the instrument under a separate written agreement. Winner shall (i) not convey, sublease, sell, transfer, assign, mortgage, grant security interests to, or otherwise encumber the Instrument, nor shall it permit any lien or encumbrance upon or against any interest in the Instrument ("**Encumbrances**"), (ii) give immediate written notice to PerkinElmer of any attempt to create such lien or other Encumbrance, and (c) at its sole expense, defend, indemnify and hold PerkinElmer harmless from and against any claims, damages, costs, expenses, losses or the like arising from any such Encumbrance on PerkinElmer's title and interest in the instrument. Winner hereby grants PerkinElmer the right, with reasonable notice by PerkinElmer to winner, to enter winner's premises where the instrument is installed premises for the purposes of performing scheduled maintenance of and repairs to the Instrument as provided herein and to audit it. Upon expiration of the one (1) year period, winner shall return (or allow access for PerkinElmer to retrieve) the instrument to PerkinElmer. Winner shall enter into a loan agreement with PerkinElmer that will cover any additional obligations as it relates to the instrument.
- 11) **Privacy.** By entering the drawing, entrant authorizes PerkinElmer's use of entrant's entry including any personal data provided therein for purposes of administration of the drawing and other required activities related to the drawing. All information collected from entrants is subject to PerkinElmer's Privacy Policy available www.perkinelmer.com/corporate/policies/ and you agree to PerkinElmer's use of such information as described therein. Any entrant who has elected to receive emails from PerkinElmer and no longer wishes to receive further emails may opt out by following the "unsubscribe" instructions at the bottom of the e-mail communication. In the event of any conflict between these official rules and PerkinElmer's Privacy Policy, these official rules shall take precedence.
- 12) **Submitted Content.** PerkinElmer does not guarantee any confidentiality with respect to any Content entries submitted through this promotion. "Content" includes the text, graphics, photos, sounds, music, videos, audiovisual combinations, and other materials entrants submitted to PerkinElmer through this promotion. The entrants submitting each entry affirm, represent, and warrant that they own all rights in any entry and its Content and assign to PerkinElmer sole ownership of all patent, trademark, trade secret, copyright or other proprietary rights in and to the entry and its Content. Entrants shall be solely responsible for the Content and the consequences of submitting the Content to PerkinElmer through this promotion, including that which may result from later publication of the Content by PerkinElmer. Entrants further agree that Content submitted to PerkinElmer does not contain any third party owned Content, including copyrighted material, or material that is subject to other third-party intellectual property or other proprietary rights.

- 13) **Warranty; Indemnification.** Entrants warrant that their submissions are their own original work and, as such, they are the sole and exclusive owner and rights holder of the submission. Further, entrants warrant that they have the right to submit the requested illustration in this Contest and to grant all required licenses as provided herein. Each entrant agrees not to submit anything that (a) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, trade names, industrial designs, patents, or trade secrets; and/or (b) otherwise violates applicable state, federal or local law.

To the maximum extent permitted by law, entrant indemnifies and agrees to keep indemnified Sponsor at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of entrant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, entrant agrees to defend, indemnify and hold harmless Sponsor from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or accruing from: (i) any material uploaded or otherwise provided by entrant infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy; (ii) any misrepresentation made by entrant in connection with the Contest; (iii) any non-compliance by entrant with these rules; (iv) claims brought by persons or entities other than the parties to these rules arising from or related to entrant's involvement with the Contest; (v) acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in the Contest; (vi) any malfunction or other problem with the Contest website in relation to the entry and participation in the Contest by entrant; (vii) any error in the collection, processing, or retention of entry or voting information in relation to the entry and participation in the Contest by entrant and in the voting process by consumers; or (viii) any typographical or other error in the printing, offering or announcement of any prize or winners in relation to the entry and participation in the Contest by entrant.

- 14) **General Conditions; Release; Limitation of Liability.** BY PARTICIPATING IN THE CONTEST AND/OR ACCEPTING THE PRIZE, ENTRANTS AGREE TO RELEASE AND HOLD HARMLESS PERKINELMER, ITS SUBSIDIARIES, AFFILIATED COMPANIES, AGENTS, ADVERTISING OR PROMOTION AGENCIES, ANY SOCIAL MEDIA SITES WHERE THE CONTEST IS POSTED, AND ALL OF SPONSOR'S OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS AND ASSIGNS, FROM AND AGAINST ANY AND ALL CLAIMS AND LIABILITY WHATSOEVER FOR ANY INJURIES, LOSSES, OR DAMAGES OF ANY KIND ARISING FROM OR IN CONNECTION WITH THE PARTICIPATION IN THE CONTEST AND AWARDING, ACCEPTANCE, RECEIPT, POSSESSION, USE AND/OR MISUSE OF THE PRIZE. ENTRANTS ASSUME ALL LIABILITY FOR ANY INJURY, LOSS OR DAMAGE OF ANY KIND CAUSED OR CLAIMED TO BE CAUSED, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY PARTICIPATION IN THE CONTEST OR PARTICIPATION IN ANY PROMOTION OR PRIZE-RELATED ACTIVITY, OR FROM ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE.

If for any reason the promotion is not capable of running as planned, including due to tampering, unauthorized intervention, fraud, human error or any other causes beyond the control of Sponsor that affect the administration, security, fairness, integrity, or proper conduct of the promotion, Sponsor reserves the right in its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the promotion and award the Prize from among all eligible entries received prior to cancellation or termination. Sponsor assumes no responsibility for any error, omission, defect, theft or destruction or unauthorized access to, or alteration of entries. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

No responsibility or liability is assumed by Sponsor for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Contest: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or internet

connectivity or other online communication problems; errors or limitations of any internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent or received; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of the website in whole or in part for any reason; traffic congestion on the internet or the website; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Contest. Sponsor is not responsible for any typographical errors in the announcement of the prize or these rules, or any inaccurate or incorrect data contained on the website. Use of website is at user's own risk. Sponsor makes no representations or warranties of any kind concerning any Prize (or portion thereof), and disclaims any implied warranty. Sponsor is not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in the Contest, use of the website or the download of any information from the website. Sponsor is not liable in the event that any portion of the Contest or Prize is cancelled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control.

All trademarks represented herein are marks of their respective owners. This Contest is not sponsored by any social media platform, including but not limited to, Facebook, LinkedIn, Instagram, and/or Twitter.

- 15) **Governing Law; Disputes.** All issues and questions concerning the construction, validity, interpretation and enforceability of these rules or the rights and obligations of participants and PerkinElmer in connection with the Contest shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to any choice of law or conflict of law rules or provisions. Any legal claims arising out of or related to the Contest or these rules must be brought in Federal or State Courts located in Boston, Massachusetts. If any provisions of these rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.