

## **Project ProxiMeta: 2019 Metagenomics Award Contest Rules**

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

### **1. Eligibility**

Project ProxiMeta "2019 Metagenomics Award" (the "Contest") is open to "Participants" are residents of the fifty (50) United States and the District of Columbia, are at least eighteen (18) years old (or the age of majority in their jurisdiction of residence if higher than 18) at the time of entry AND hold a "research" title at an academic, nonprofit, or commercial institution ("Affiliated Entity"). Employees, representatives, agents, directors, and officers of Phase Genomics and other companies associated with the promotion of the Contest, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family spouse, parents, siblings, children, and the "steps" of each) and all persons living in the same household of each are not eligible. The Contest is subject to all applicable federal, state, and local laws and regulations.

### **2. Sponsor**

The Contest is sponsored by Phase Genomics, located at 1617 8th Ave N, Seattle, Washington 98109.

### **3. Agreement to Official Rules**

By submitting an Entry or accepting a prize, the Participant agrees on behalf of the Participant and the Participant's Affiliated Entity: (1) to be bound by these Official Rules; (2) that the Sponsor shall retain full authority, in its sole discretion, to interpret and administer these Official Rules; (3) that any dispute with regard to the conduct of the Contest, rule interpretation or award of the prize, shall be resolved by the Sponsor, whose decision shall be binding and final; and (4) to be bound by all decisions and interpretations made in good faith by the Sponsor and any judges selected by Sponsor. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

Furthermore, the Participant represents and warrants that: (1) the Participant meets the eligibility requirements of the Contest; (2) the Participant has obtained all required authorizations and permissions from the Participant's Affiliated Entity to participate in the Contest; (3) entering into the Contest does not and will not violate any law or regulation, or any of the Affiliated Entity's rules or policies; and (4) the information contained in Participant's Entry (as defined below) is true and correct in all material respects and is owned or rightfully possessed by the Participant without restriction on disclosure.

### **4. Contest Period**

The Contest begins on June 3, 2019 at 9:00 AM EST and ends on August 1, 2019 at 23:59 EST (the "Contest Period"). Entries that are submitted before or after the Contest Period will be disqualified. Sponsor's computer is the official time keeping device for the.

### **5. How to Enter**

Visit our website ([https://info.phasegenomics.com/project\\_proximeta](https://info.phasegenomics.com/project_proximeta)) and follow the directions provided to fill out the entry information and submit your completed entry form. The entry must contain your full name, title, phone number, postal mailing address, and email address, the

name of your Affiliated Entity, and a description of your metagenomics project and how it would benefit from the use of ProxiMeta in a paragraph of 300 words or less (“Entry”). All projects must fit Sponsor’s “standard project guidelines” for ProxiMeta available at [Project ProxiMeta](#).

Limit one (1) Entry per person, per email address, and per for the duration of the Contest Period, regardless of method of entry. Entries received from any person in excess of the stated limitation (1) entry will be void. In the event more than one Entry for the same project is submitted by more than one Participant, only the submission by the first Participant will be deemed an eligible entry; all other Entries will be voided. Participant understands and agrees that no ideas, information or materials that are submitted to or otherwise provided to the Sponsor in connection with the Contest will be returned, and that the Sponsor makes no guarantee or warranty with respect to the security or confidentiality thereof.

Compliance with the entry requirements will be determined by Sponsor in its sole discretion. Submissions that violate, as determined by the Sponsor, in its sole discretion, these entry requirements will be disqualified from the Contest.

## **6. Finalist and Grand Prize Winner Selection**

On or about August 8, 2019, the Sponsor’s “Panel of Experts” consisting of four (4) individuals who are either key opinion leaders in the microbiome research field or Phase Genomics leadership team members will select four (4) potential finalists from among all eligible entries received. The winners will be the Participants who submitted the Entries receiving the highest scores based on the following criteria:

- The impact of the project (33%)
- The novelty of the project (33%)
- The scientific merit of the project (34%)

In the event of a tie, a Sponsor employee not previously involved in the judging will determine the applicable finalist based on the same criteria.

The Sponsor will attempt to notify the potential finalists via telephone or email on or about August 8, 2019. If the potential finalist cannot be contacted within three (3) days after the date of the first attempt to contact him/her, the finalist will be disqualified and the Sponsor may select a substitute finalist in his/her place from the remaining eligible entries using the same judging criteria described above.

The grand prize winner will be selected from one of the four (4) finalists chosen by public voting on a Twitter that will be live on the Sponsor’s twitter profile, @PhaseGenomics during the “voting period” from August 9, 2019 9:00 EST through August 15<sup>th</sup>, 2019 23:59 EST. Whichever finalist obtains the most votes on Twitter (as solely determined by Sponsor) during this period will be announced the grand prize winner and will win the “Grand Prize”. **Maximum one (1) vote per day per Twitter account.** Sponsor reserves the right to disregard votes cast by a single individual through multiple Twitter accounts as well as votes cast via script, macro, or other automated means.

This Contest is in no way sponsored, endorsed or administered by, or associated with Twitter. You understand that you are providing your information to Sponsor and not to Twitter. You agree to release Twitter from all claims arising out of, or in connection with, this Contest.

Any questions, comments or complaints regarding this Contest should be directed to Sponsor and not to Twitter.

## **7. Winner Notification**

The potential grand prize winner will be notified by email, mail or phone. The potential grand prize winner will be required to complete, electronically sign and submit an affidavit of eligibility and release of liability/publicity rights within five (5) days of the date that the notice or attempted notice is sent, in order to claim his/her prize. If the potential grand prize winner does not respond within three (3) days after the date of the first attempt to contact him/her or the grand prize winner does not timely return the affidavit of eligibility and release of liability/publicity rights, the grand prize winner may be disqualified and Sponsor may select a substitute grand prize winner in his/her place based on the finalist that received the next highest number of Twitter votes.

## **8. Prizes**

**Grand Prize:** One (1) grand prize winner will win one (1) full ProxiMeta Service Project including one Hi-C proximity-ligation library, one shotgun library, sequencing (up to 300M paired-end reads), and ProxiMeta analysis of one microbiome sample, with an approximate retail value ("ARV") of \$5,000.

**Finalist Prize:** Each of the four (4) finalists will receive 1 pair of PG DNA Socks, ARV \$15.

The total ARV of all prizes offered in the Contest is \$5,060.

The winner of the grand prize may elect to either receive the grand prize directly or accept it on behalf of the Affiliated Entity with which the grand prize winner is associated. If the grand prize winner elects to have the grand prize awarded to the Affiliated Entity, the grand prize winner represents and warrants that such Affiliated Entity has consented to the receipt of the grand prize and the payment of all taxes, costs, and expenses in connection with such grand prize and Sponsor reserves the right to condition the award of the grand prize to the grand prize winner's Affiliated Entity on the applicable Affiliated Entity's execution of any release and provision of any tax reporting information that Sponsor may require.

Each potential finalist's and the grand prize winner's right to receive a prize is subject to verification of eligibility, including verification of age, residency, research title, and affiliation with the named Affiliated Entity.

The right to receive a prize cannot be transferred, assigned (except in accordance with these Official Rules) or redeemed for cash. No cash or other prize substitution is permitted, except at the sole discretion of the Sponsor. All prizes are subject to availability and if the prize cannot be awarded for any reason, Sponsor reserves the right in its sole discretion to substitute a prize with one of comparable or greater retail value.

Participant acknowledges and agrees that Sponsor may refuse to award a prize if the Sponsor determines in its sole discretion that doing so would likely result in a violation of an applicable law, rule, or policy.

All taxes on a prize and reporting thereof, and any other costs, fees and expenses relating to the prize or the Contest, are the sole responsibility of the finalists, the grand prize winner and/or the grand prize winner's Affiliated Entity (as applicable).

The grand prize winner must provide Sponsor with a valid Social Security Number, Taxpayer ID, and any other information requested by Sponsor in connection with tax reporting purposes. Noncompliance with the requirements of this paragraph will result in disqualification of the winner and the forfeiture of all interest in a prize.

If a potential finalist or grand prize winner (i) is determined to be ineligible or otherwise disqualified by Sponsor, (ii) fails to provide any information requested by Sponsor or timely execute and return any documents required by Sponsor, or (iii) if a prize is returned as undeliverable, the potential finalist or grand prize winner will be disqualified and Sponsor will select a substitute finalist or grand prize winner from the remaining eligible entries based on the eligible entry that received the next highest judging score or the next highest amount of Twitter votes (as applicable). Disqualified Participants forfeit all prizes in their entity.

A maximum of up to three (3) alternate finalists or grand prize winners will be selected, after which the prize will remain un-awarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Contest.

## **9. General Conditions**

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Contest and, in the event of termination, award the prize from among the eligible, non-suspect entries received up to the time of the impairment based on the highest scores received from the judges or the highest number of Twitter votes received (as applicable). The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

## **10. Release and Limitations of Liability**

By participating in the Contest, Participants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular

tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads, (e) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winner, the incorrect downloading of the application, the processing of entries application downloads or in any Contest-related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from Participants participation in the Contest or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). If due to an error or for any other reason, more legitimate prize claims are received than the number of prizes stated in these Official Rules, Sponsor reserves the right to award only five prizes (one grand prize and four finalist prizes) based on the highest scores received from the judges or the highest number of Twitter votes received (as applicable), or such other method as Sponsor may determine. In no event will more than the stated number of prizes (i.e., five prizes) be awarded.

Participant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Contest, and in no event shall the Participant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Participant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

#### **11. Disputes**

Except where prohibited, each Participant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be exclusively by a federal or state court located in the state of Washington. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Participants rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Washington, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Washington.

#### **12. Privacy**

Any personally identifiable information collected during an Participant's participation in the Contest will be collected and used by Sponsor and its designees for the administration and fulfillment of the Contest and as otherwise described in these Official Rules and Sponsor's privacy policy available at [Project ProxiMeta](#).

#### **13. Publicity**

Except where prohibited by law, by accepting a prize, each finalist (including the grand prize winner) hereby grants Sponsor and its licensees a perpetual, worldwide, royalty-free, non-exclusive and sub-licensable right and license to use, distribute, and publicly display the his/her name, likeness, photo, project description, description of project submitted to the Contest, and name of associated Affiliated Entity in any way, at any time, in any and all media, including for use in advertising and marketing, without limitation, without any additional approval or consideration. Each finalist (including the grand prize winner) represents and warrants that s/he has all rights necessary to provide the foregoing license, including consent from his/her Affiliated Entity for Sponsor's use of the Affiliated Entity's name.

**14. Winners List**

For the name of the finalists and the grand prize winner, send an email to [info@phasegenomics.com](mailto:info@phasegenomics.com) with “2019 Metagenomics Award Winners List” in the subject line. Requests must be received no later than sixty (60) days after the end of the Contest Period.

