

ASBMB – Amazon Echo Giveaway – Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS GIVEAWAY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

Please read these rules before entering the American Society of Biochemistry and Molecular Biology (“ASBMB”) Amazon Echo Giveaway (the “Giveaway”). You agree that, by submitting an entry, you will be bound by these Official Rules and you acknowledge that you satisfy all Giveaway eligibility requirements.

1. **ELIGIBILITY:** This American Society of Biochemistry and Molecular Biology (“ASBMB”) Giveaway is open only to individuals who are legal residents of the fifty (50) United States (including the District of Columbia) and Canada (excluding Quebec) who are 18 years of age or older. Employees and contractors of ASBMB, their advertising or promotion agencies, those involved in the production, development, implementation or handling of this Giveaway, any agents acting for, or on behalf of the above entities, their respective parent companies, officers, directors, subsidiaries, affiliates, licensees,

service providers, prize suppliers any other person or entity associated with the Giveaway, are not eligible. All U.S., federal, state and local and Canadian federal, provincial, and municipal laws and regulations apply. Void in Quebec, Puerto Rico and where prohibited by law.

2. **SPONSOR:** The giveaway is sponsored by American Society of Biochemistry and Molecular Biology (ASBMB): 11200 Rockville Pike, Suite 302, Rockville, MD 20852-3110 (“Sponsor”).

3. **AGREEMENT TO OFFICIAL RULES:** Participation in the Giveaway constitutes entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.

4. **GIVEAWAY PERIOD:** The Giveaway begins at 12:00:01 a.m. (ET) on April 21, 2017 and ends at 11:59:59 p.m. (ET) on May 15, 2017 (the “Giveaway Period”). For the purposes of this Giveaway, each day is understood to begin at 12:00:01 a.m. (ET) and end at 11:59:59 p.m. (ET).

5. **ENTRY:** To enter the Giveaway, simply follow the instructions provided below. Submission will result in one (1) entry. You can enter a total of one (1) time only. If you enter electronically through the Giveaway site or via the alternative entry method by postcard and enter more than one (1) entry request, your subsequent entry requests will be disqualified.

6. **HOW TO ENTER:** No purchase or payment is necessary to enter or win this giveaway. A purchase or payment will not increase your chances of winning. You must enter the Giveaway via either Entry Method #1 or Entry Method #2 below:

Entry Method #1: You may enter through completion of our digital form. This method can be done, and form accessed, by visiting ASBMB's Journal of Biological Chemistry Mission page at <http://jbc.org/mission> and clicking the hyperlink to be taken to the digital form. The digital form requires entry of your first name, last name, email address, and a comment on why you think the Journal of Biological Chemistry is the best.

Entry Method #2: **Alternative Method of Entry.** To enter without completing the digital form and its fields, send a postcard with your full name (first and last), e-mail

address, phone number (area code included), and reference "ASBMB Echo Giveaway")
to: ASBMB: 11200 Rockville Pike, Suite 302, Rockville, MD 20852-3110.

6. **WINNER SELECTION:** At the conclusion of the Giveaway Period, Sponsor will select the name of the potential winner in a random drawing of all eligible entries received during the Giveaway Period. The odds of being selected as a potential winner depend on the number of eligible entries received during the Entry Period. Giveaway is open only to individuals who are legal residents of the fifty (50) United States (including the District of Columbia) and Canada (excluding Quebec) who are 18 years of age or older. Potential winner will be contacted via email and will be asked to provide their full name, age and mailing address within a specified time period. If a potential winner does not respond within the timeframe stated in the notification email, the Sponsor may select an alternate potential winner in his/her place at random from all entries received during the Giveaway Period. Limit one (1) prize per household.

7. **REQUIREMENTS OF THE POTENTIAL WINNER(S):** Except where prohibited, the potential winner(s) may be required to complete and return an affidavit of eligibility and

liability/publicity release (the "Affidavit/Release") within seven (7) days of being notified. If a potential winner fails to sign and return the Affidavit/Release within the required time period, an alternate entrant will be selected in his/her place in a random drawing of all entries received. Acceptance of a prize constitutes consent to use winner's name and likeness for editorial, advertising and publicity purposes without additional compensation, except where prohibited by law.

8. **PRIZE:** The prize available to be won in the Giveaway is an Amazon Echo (value \$179.99). No cash or other substitution may be made, except by the Sponsor, who reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason as determined by the Sponsor in its sole discretion. The winner is responsible for any taxes and fees associated with receipt or use of a prize.

9. **GENERAL CONDITIONS:** In the event that the operation, security, or administration of the Giveaway is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in its sole discretion, either:

(a) suspend the Giveaway to address the impairment and then resume the Giveaway in a manner that best conforms to the spirit of these Official Rules; or (b) award the prize at random from among the eligible entries received up to the time of the impairment. 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 Giveaway or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Giveaway may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In case of a dispute as to the owner of an entry, entry will be deemed to have been submitted by the authorized account holder of the email address from which the entry is made. The authorized account holder is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

10. **RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Giveaway, entrants agree to release and hold harmless the ASBMB from and against any claim or cause of action arising out of participation in the Giveaway or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Giveaway; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Giveaway or the processing of entries; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Giveaway or receipt of any prize. Entrant further agrees that in any cause of action, the ASBMB's liability will be limited to the cost, if determined to be any, of entering and participating in the Giveaway, and in no event shall the Giveaway Entities be liable for attorneys' fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

11. **DISPUTES:** Except where prohibited, entrant agrees that any and all disputes,

claims and causes of action arising out of, or connected with, the Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Maryland. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsors in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of the State of Maryland, without giving effect to any choice of law or conflict of law rules (whether of the State of Maryland or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Maryland.

12. **GIVEAWAY RESULTS:** To request the name(s) of the winner(s) of the prize, send a self-addressed stamped envelope to ASBMB: 11200 Rockville Pike, Suite 302, Rockville, MD 20852. Requests must be received within thirty (30) days from the end of the Giveaway.