

**Official Rules for
Thermo Scientific CX-1 pH Buffer Kit Sweepstakes**

1. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Void where prohibited or restricted by law.
2. **Sweepstakes begins at 00:00:01 AM Eastern Daylight Time (EDT), 1 March, 2017 and ends at 11:59:59 PM (EDT), 1 September, 2017.**
3. The **Thermo Scientific CX-1 pH Buffer Kit Sweepstakes** (“Sweepstakes”) is sponsored by Thermo Fisher Scientific Inc., 168 Third Avenue, Waltham, Massachusetts 02451 (“Sponsor”).
4. **ELIGIBILITY:**
 - a. **If you are entering the Sweepstakes as an employee on behalf of your employer or as a contractor or agent of another third party, these Official Rules are binding on you, individually, and/or on your employer/the third party you represent.**
 - b. **You represent and warrant that:**
 - i. your receipt of the prize will not violate any laws;
 - ii. you are not a “Healthcare Professional” as defined under the AdvaMed Code of Ethics on Interactions with Health Care Professionals, or a “Health Care Practitioner” as defined in the Code of Massachusetts Regulations, 105 C.M.R. Part 970, or a “Health Care Provider” as defined under 18 V.S.A. § 4631;
 - iii. you are not a government official prohibited from receiving gifts equal to the prize value;
 - iv. you are not, either personally or professionally, directly or through members of your household or relatives, negotiating a business or contractual relationship with, have any arrangement concerning prospective employment, or have any financial interest whatsoever in Sponsor or its subsidiaries that could result in a conflict of interest or loss of impartiality;
 - v. you are acting within the scope of your employment or duties, as an employee, contractor, or agent of another party, as applicable; and
 - vi. your employer or company has full knowledge of your actions; and
 - vii. your employer or company has consented to your participation in the Sweepstakes, including your potential receipt of a prize;
 - viii. your actions do not violate your employer’s or company’s policies and procedures;
 - ix. if you are entering the Sweepstakes as an employee on behalf of your employer or as a contractor or agent of another third party, these representations and warranties are true for your employer/the third party you represent.

If any of the above representations and warranties is FALSE – you are not eligible to participate in this Sweepstakes.

- c. Participation is open only to life science professionals 21 years or older in the United States (excluding Puerto Rico), Canada (excluding Quebec) and Europe (excluding Belgium, Finland, Italy, Russia and Sweden), who use liquid chromatography systems in their research and who submit a completed market research survey regarding the liquid chromatography system.
 - d. Employees, officers and directors of Sponsor or its affiliated companies or trusted service providers and their respective agencies (advertising, promotion or fulfillment) or legal advisors, and any immediate family members and persons living in the same household of any of the above stated persons are not eligible to enter or to win prizes.
 - e. Sponsor reserves the right to confirm compliance with all eligibility requirements
5. **HOW TO ENTER:** Complete the online entry form at <http://www.thermofisher.com/us/en/home/products-and-services/promotions/industrial/two-charge-variant-analysis-promotions-save-win.html>
 6. **Limit one (1) entry per person.** Duplicate entries will be disqualified. Any entry received with incomplete or illegible information will be deemed null and void and the sender will not be entered into the drawing for a prize.
 - a. **To be valid, entry must be received by Sponsor no later than 11:59:59 PM (EST) on 1 September, 2017.**
 - b. Sponsor will not confirm eligibility, receipt or validity of any entry and no entry will be returned.
 - c. **ENTRY DISCLAIMER:** Sponsor shall not be responsible or liable for incomplete, illegible, misdirected or invalid entries due to transmission errors or corrupted data files or e-mails, including without implied limitation, problems with local or remote hardware, local area or internet connectivity, e-mail servers, firewalls, virus protection software or hardware devices, software monitoring or prevention tools, or any other method used by any party directly or indirectly involved in the transmission or transference of e-mails or monitoring, protecting and otherwise preventing the improper use of computers, networking devices and/or any electronic communication devices.
 - d. **PRIZES: Winners will receive one (DX085349) CX-1 pH Gradient Buffer Kit with the approximate retail value \$500 USD. 5 prize(s) may be awarded under this Sweepstakes totaling \$ 2500 USD.**
 - e. All prizes come with the manufacturer’s standard warranty as described in the prize user documentation. NEITHER SPONSOR NOR ANY OF ITS SUBSIDIARIES, AGENTS OR REPRESENTATIVES NOR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS OR OTHER

AFFILIATES (“Thermo Fisher Affiliates”) MAKES ANY WARRANTY OR REPRESENTATION WHATSOEVER RELATIVE TO THE QUALITY, CONDITION, FITNESS OR MERCHANTABILITY OF ANY ASPECT OF THE PRIZES.

- f. All prizes are non-transferable and cannot be exchanged for cash or discounts on products.
 - g. Sponsor reserves the right to substitute any prize listed for one of equal or greater value in the event a prize is unavailable.
 - h. Winner is solely responsible for all activation fees, service fees, income and other taxes and other charges due on prizes.
 - i. **All winners should seek independent advice regarding eligibility, tax and other liabilities associated with winning a prize.**
 - j. Sponsor shall be responsible for shipping and handling charges related to delivery of the prize to the winner. Thermo Fisher Affiliates shall not be responsible for any reason or event that might result in a prize not reaching a winner and no prize will be replaced.
7. **SELECTING AND NOTIFYING A WINNER**
- a. Sponsor, whose decisions are final and binding in all matters related to this Sweepstakes, will conduct a **random drawing held at or about 1:00 PM EST on 4 September, 2017** from and among eligible entries at the time of the drawing.
 - b. **All entries received after 11:59:59 PM (EST) on 1 September, 2017 will be disqualified.**
 - c. Odds of winning a prize depend on the number of valid entries received.
 - d. Winning is contingent upon compiling with all terms and conditions set forth in these Rules.
 - e. Winners will be notified using the email address provided on their winner's entry form. If a Canadian resident wins a prize, the prize winner must complete a mathematical skill-testing question by phone within the time periods set forth below. Sponsor shall not be liable for late, lost, misdirected or unsuccessful efforts to notify winners. An invalid email address that is returned as “undeliverable” will not be contacted again and an alternate winner will immediately be chosen. This action will be final.
 - f. **Within 14 days of notification, all winners must:**
 - i. acknowledge/claim prize; and
 - ii. provide Sponsor with a valid form of personal identification; and
 - iii. sign and return to Sponsor a release of liability, declaration of eligibility and where lawful, publicity consent agreement for the use of winner’s name, Survey responses, voice and/or likeness for the purpose of advertising, trade, or promotion without further compensation, unless prohibited by law.
 - iv. **Failure to complete the above tasks within 14 days of notification will result in another winner being chosen.** Sponsor can make no exceptions to this rule.
 - g. A Winners List may be available by sending a self-addressed stamped envelope by 31 December, 2017 to: WINNERS LIST - “Thermo Scientific CX-1 pH Buffer Kit Sweepstakes” c/o Etoi Allen, Thermo Fisher Scientific Inc., 490 Lakeside Dr, Sunnyvale, CA 94085, USA
8. **RELEASE AND DISCLAIMERS**
- a. **USE OF YOUR INFORMATION.** By entering this Sweepstakes, you agree and consent that any information you provide upon entering is the exclusive and sole property of and is owned and may be used by Thermo Fisher Scientific Inc. and the Thermo Fisher Affiliates, for their own internal market research, product development and Sweepstakes administration purposes. **If you do not want your information used in this manner or shared with Thermo Fisher Affiliates, do not enter this Sweepstakes.**
 - b. **NO LIABILITY.** BY PARTICIPATING IN THIS SWEEPSTAKES ALL ENTRANTS AGREE THAT THERMO FISHER AFFILIATES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND RESULTING FROM THE ACCEPTANCE, POSSESSION OR USE OF ANY PRIZE OR FROM YOUR PARTICIPATION IN THE SWEEPSTAKES.
 - c. Sponsor reserves the right in its sole discretion to suspend or terminate the Sweepstakes at any time.
 - d. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prizes.
 - e. Thermo Fisher Affiliates shall not be responsible for any reason or event that might result in a prize not reaching a winner or not being suitable for use by entrant and no prize will be replaced.
9. **DISPUTES:**
- a. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operations of the Sweepstakes is a violation of criminal and civil laws. In response to an attempt, Thermo Fisher Affiliates reserve the right to seek damages from such entrant to the fullest extent permitted by law and to disqualify the entrant from the Sweepstakes.
 - b. This Sweepstakes is subject to U.S. federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, USA, without regard for conflicts of law doctrine. All proceedings shall take place in the federal, state or local courts in Suffolk County, Massachusetts.
10. **All marks** are marks of Thermo Fisher Scientific Inc.