

## **2019 Plant and Animal Sciences Single Molecule, Real-Time (SMRT®) Grant Program Official Rules**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.**

### **ELIGIBILITY**

Participation in the Pacific Biosciences (PacBio®) 2019 Plant and Animal Sciences SMRT Grant Program is open to individual entrants (excluding, in each case, vendors) meeting these eligibility requirements: Entrants must be professionally engaged in laboratory-based scientific research and have attained at least the age of majority in their jurisdiction of residence (entrants must, in any event, be at least 18 years of age). Employees, officers, directors, agents, representatives and independent contractors of the Sponsors or their respective affiliates or subsidiaries, together with their immediate family members and members of the same households (whether related or not) are not eligible to participate. Also ineligible are (1) residents of Cuba, Iran, North Korea, Sudan, Syria or any country subject to U.S. embargo; (2) any persons (including businesses, research institutions, government and private organizations, individuals, and other types of legal persons) on the U.S. government's Denied Persons List, Specially Designated Nationals list, Entity List, Unverified List or any other similar list maintained by the U.S. government or any other government to whose laws the Sponsors or their respective affiliates or subsidiaries, the Grant Program or such person is subject, and all individuals employed thereby or otherwise associated therewith; and (3) any persons for whom it would be illegal to participate in or win the Grant Program, or with or to whom it would be illegal for the Sponsors to interact or award the prize as contemplated herein. The Grant Program is subject to all applicable laws and regulations, and is void where prohibited or where registration, bonding or language translation is required.

### **HOW TO ENTER**

Applications for the Grant Program can be submitted at [www.pacb.com/smrtgrant](http://www.pacb.com/smrtgrant) from Friday, February 1, 2019 at 9:00 a.m. Pacific Standard Time (PST) to Friday, February 22, 2019 at 5:00 p.m. PST; applications must be submitted during this time period to be eligible. The application includes: (1) an application form listing the participant's full name, institution or company, email address, and any other contact information required by the Sponsors; and (2) a project proposal in the form of a video abstract, no longer than 90 seconds long, designed to take advantage of the services provided in the Grant Program (described below). Applications become the property of the Sponsors. The Sponsors make no guarantee or warranty with respect to the security or confidentiality of applications or the application process. By entering, the participant gives permission to the Sponsors to contact the participant regarding the Sponsors' products and services, whether or not the participant is chosen as the winner.

### **SELECTION OF FINALISTS AND NOTIFICATION**

Five finalists will be selected from all eligible applications by a panel of the Sponsors' scientists, who will select the grant applications that they consider to be the best at demonstrating the power of PacBio SMRT Sequencing in plant and animal research. The five finalists will be notified of their selection using the email address provided in the application form. The finalists' videos will be publicly posted on the PacBio YouTube channel (<https://www.youtube.com/user/PacificBiosciences/>) and shared on [pacb.com](http://pacb.com) and social media channels for public voting to determine the winner of the SMRT Grant.

### **VOTING RULES**

Voting will open Friday, March 1, 2019 at 9:00 a.m. PST and close Friday, March 15, 2019 at 5:00 p.m. PST. Voting will take place at [www.pacb.com/smrtgrant](http://www.pacb.com/smrtgrant). Voting will be open to the public and promoted via social media. One vote per valid email address will be counted.

## **SELECTION OF WINNER AND NOTIFICATION**

The decision by public voting will be final and binding. The selected winner will be attempted to be notified by email within approximately five (5) business days after selection. If the selected winner has not responded to email inquiries within three (3) days, the Sponsors will attempt to contact the winner by telephone. If the winner cannot be reached by telephone within forty-eight (48) hours of first telephone attempt to notify such winner, the prize may be forfeited, and an alternate winner may be selected, based on the criteria set forth above, at the Sponsors' discretion. The odds of winning depend on the number of eligible entries received.

## **PRIZE DESCRIPTION & CONSUMER DISCLOSURE**

There will be a total of one (1) prize awarded, consisting of:

- Up to two (2) libraries, including SMRTbell construction, annealing and binding, size-selection appropriate to project
- Sequencing runs using up to twenty (20) SMRT Cells (including sequencing reagents)
- Bioinformatics analysis appropriate to the project

The approximate total value of the prize, depending on the size of the project, is up to US \$50,000.

## **RESTRICTIONS APPLY**

High-quality DNA in an amount and concentration sufficient for PacBio SMRT Sequencing must be provided (in accordance with the instructions to be provided to the winner) for library construction and sequencing by May 1, 2019 unless otherwise agreed by the Sponsors. The prize may not be transferred or assigned; no substitutions or cash equivalents are allowed. The winner may be required to execute and return an affidavit of eligibility/release of liability/publicity release (where legal) within twenty-one (21) days of notification attempt. If the winner fails to return the affidavit/release by the deadline, the prize will be forfeit and an alternate winner may be selected, based on the criteria set forth above, at the Sponsors' discretion. The participant understands and agrees that no ideas, information or materials that are submitted to or otherwise provided to the Sponsors in connection with the Grant Program will be returned, and that the Sponsors make no guarantee or warranty with respect to the security or confidentiality thereof. All taxes on the prize and reporting thereof, and any other costs, fees and expenses relating to the prize or the Grant Program, are the sole responsibility of the winner and/or the winner's institution or company. By submitting an application or accepting the prize, the participant agrees on behalf of the participant and the participant's institution or company: (1) to be bound by these official rules; (2) that the Sponsors shall retain full authority, in their sole discretion, to interpret and administer these rules; (3) that any dispute with regard to the conduct of the Grant Program, rule interpretation or award of the prize, shall be resolved by the Sponsors, whose decision shall be binding and final; and (4) to be bound by all decisions and interpretations made in good faith by the Sponsors. Furthermore, the participant represents and warrants that: (1) the participant meets the eligibility requirements of the Grant Program; (2) the participant has obtained all required authorizations and permissions from the participant's institution or company; (3) entering into the Grant Program does not and will not violate any law or regulation, or any of the institution's or company's rules or policies; and (4) the information contained in the application is true and correct in all material respects and is owned or rightfully possessed by the participant without restriction on disclosure. The Sponsors may refuse to award the prize if the Sponsors determine in their sole discretion that doing so would likely result in a violation of an applicable law, rule, or policy.

## **PROCESSING OF PERSONAL INFORMATION**

In submitting an application or accepting the prize, the participant will be disclosing and the Sponsors will be collecting certain information from and about the participant. This will include personally identifying information such as the participant's name, title, biographical information, image, likeness, address, telephone number(s), e-mail address(es), the name and address of the participant's institution or company, and other information of a personal nature. While the submission of this information is voluntary, the participant will not be eligible to participate in the Grant Program or to be awarded the prize if such information is not provided. By submitting an

application or accepting the prize, the participant is consenting and agreeing to the Sponsors' collection and use of personally identifying information and other information in accordance with these official rules and Pacific Biosciences' privacy policy, available at <https://www.pacb.com/legal-and-trademarks/privacy-policy/>.

### **USE OF WINNER'S NAME**

The participant acknowledges and agrees that, if the participant is selected as the winner, the participant's name, title, biographical information, image, likeness, the name of the participant's institution or company and the title and general description of the participant's project may, without further compensation, be published on one or more Sponsor website(s) and, at the Sponsors' discretion, through social media. By accepting the prize, the winner grants to the Sponsors, on behalf of the winner and the winner's institution or company, the right, at any time and from time to time, to print, publish, broadcast and use, worldwide and in any media now known or hereafter developed (including, but not limited to, social media, the Internet and the world wide web), the winning participant's name, biographical information, (if provided by the participant) image, likeness, the name of the winning participant's institution or company and the title and general description of the participant's project.

### **INDEMNITY, DISCLAIMER & LIMITATION OF LIABILITY**

By participating in the Grant Program, the participant agrees on behalf of the participant and the participant's institution or company to release, discharge, indemnify and hold harmless the Sponsors and their respective affiliates, subsidiaries, officers, directors, employees, agents and representatives from all liability for any injury, loss or damage, including death or property damage, due in whole or part, directly or indirectly, to the participation in the Grant Program or the acceptance, possession, use or misuse of the prize. The Sponsors have not made any warranty, representation, or guarantee, express or implied, in fact or in law, with respect to the prize, including, without limitation, to such prize's quality or fitness for a particular purpose. THE SPONSORS ARE NOT RESPONSIBLE FOR LOST, LATE, STOLEN, INCOMPLETE, ILLEGIBLE, INACCURATE, UNDELIVERED, DELAYED OR MISDIRECTED ENTRIES, OR FOR ANY COMPUTER, THE INTERNET, EMAIL, TELEPHONE OR TECHNICAL MALFUNCTIONS OR DELAYS, OR FOR ANY HUMAN ERRORS THAT OCCUR IN THE PROCESSING, TRANSMISSION OR RECEIPT OF ENTRIES, OR FOR INACCURATE TRANSCRIPTION OF ENTRY INFORMATION, OR IF THE GRANT PROGRAM IS NOT CAPABLE OF BEING CONDUCTED AS PLANNED, INCLUDING BUT NOT LIMITED TO INFECTION BY COMPUTER VIRUSES, BUGS, TAMPERING, UNAUTHORIZED INTERVENTION, FRAUD, TECHNICAL FAILURES, OR OTHER CAUSES BEYOND THE CONTROL OF THE SPONSORS. IN NO EVENT SHALL THE SPONSORS OR THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER ARISING OUT OF OR IN CONJUNCTION WITH PARTICIPATION IN THE GRANT PROGRAM OR THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY OF THEM ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. THE SPONSORS' TOTAL AND CUMULATIVE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE GRANT PROGRAM SHALL IN NO EVENT EXCEED THE TOTAL VALUE OF THE PRIZE.

### **MISCELLANEOUS**

The Sponsors reserve the right to suspend, modify, cancel or terminate the Grant Program without advance notice, including, without limitation, in the event of any act, occurrence or reason that they believe would compromise the legality, integrity, administration or fairness of the Grant Program. If one or more provisions of these official rules are held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall be valid and enforceable. These official rules are governed by and shall be construed by the laws of the State of California, USA, without application of its choice of law principles. Should there be a conflict between the laws of the State of California and any other laws, the conflict will be resolved in favor of the laws of the State of California. Any dispute that may arise hereunder shall be brought solely in the appropriate state or federal courts sitting in Santa Clara County, California, USA and participant consents to the personal jurisdiction and venue thereof. The failure of the Sponsors to comply with any provision of these official rules due to civil unrest, threat of or actual acts of terrorism or war, embargoes, governmental actions, acts of God, earthquakes, floods, storms,



fires, supplier delay, accidents, explosions, epidemics, quarantine restrictions, or other such contingencies beyond the control of the Sponsors, shall not be considered a breach of these rules.

**SPONSORS:**

1. Pacific Biosciences of California, Inc., 1305 O'Brien Drive, Menlo Park, CA 94025, USA.
2. HistoGenetics LLC, 300 Executive Blvd, Ossining, NY 10562, USA

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