



Pacific Biosciences of California, Inc.®

2023 PacBio Social Media Giveaway

Official Rules

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

ELIGIBILITY

Participation in the PacBio Social Media Giveaway is open to individual entrants (excluding in each case, vendors) meeting these eligibility requirements. Entrants must 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 PacBio and its subsidiaries or affiliated companies, 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, Syria, Russia, Belarus, or the designated Crimea, Donetsk or Luhansk regions of Ukraine, or any territory subject to U.S. embargo or similar restriction; (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 a Sponsor, its subsidiaries or affiliated entities, PacBio Social Media Giveaway 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 PacBio Social Media Giveaway, or with or to whom it would be illegal for a Sponsor to interact or award the prize as contemplated herein. Each giveaway 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

The PacBio social media contest to win free building block kit prizes will end on February 28, 2023; participation on Twitter must happen prior to that date and time to be eligible. To enter, participants must follow the instructed details to digitally participate on Twitter.

Posts shared by participants on social media networks are the property of the entrant, PacBio makes no guarantee or warranty with respect to the security or confidentiality of these posts. By taking part in the PacBio Social Media Giveaway, the participant gives permission to PacBio to contact the participant regarding the competition prize giveaway, products and services.

SELECTION OF WINNER(S) AND NOTIFICATION

Twitter users that successfully follow the pre-determined giveaway rules will be eligible to win a prize. Entries will be tracked by a third-party tool. Participants who successfully follow all instructions will automatically be entered into a monthly prize giveaway draw. Winners will be selected in a random drawing from among all eligible entries received by PacBio by the end date of the contest. The selected winners will be attempted to be notified via direct messaging on Twitter within approximately five (5) business days after selection. If a selected winner has not responded to direct messaging communications an alternative winner may be selected in a random drawing from all non-winning entries, at PacBio's discretion. The odds of winning depend on the number of eligible entries received.

PRIZE DESCRIPTION & CONSUMER DISCLOSURE

PacBio building block kits will be awarded to winners selected in a random drawing. Prizes are subject to availability. No responsibility can be accepted for entries not received. We reserve the right to substitute any prize with another of equivalent value without giving notice. This promotion is in no way sponsored or endorsed by any social network. If a winner resides outside of the 48 contiguous United States, shipping fees may apply.

RESTRICTIONS APPLY

The prizes may not be transferred or assigned; no substitutions or cash equivalents are allowed. The winner of the competition 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 of the giveaway fails to return the affidavit/release by the deadline, the prize for that competition will be forfeit and an alternate winner may be selected/determined, based on the criteria set forth above, at the discretion of the Sponsor(s). All taxes on a prize and reporting thereof, and any other costs, fees and expenses relating to the prize or the applicable Giveaway, are the sole responsibility of the winner of that giveaway and/or the winner's organization. By submitting an application or accepting a prize, the participant agrees on behalf of the participant and the participant's organization: (1) to be bound by these official rules; (2) that PacBio shall retain full authority, in its/their sole discretion, to interpret and administer these rules; (3) that any dispute with regard to the conduct of the giveaway, rule interpretation or award of the prize, shall be resolved by PacBio, whose decision shall be binding and final; and (4) to be bound by all decisions and interpretations made in good faith by PacBio. Furthermore, the participant represents and warrants that: (1) the participant meets the eligibility requirements of the applicable Giveaway; (2) the participant has obtained all required authorizations and permissions from the participant's organization; (3) entering into the competition does not and will not violate any law or regulation, or any of the participant's organization'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. PacBio may refuse to award the prize if they determine its 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 entry or accepting the prize, the participant will be disclosing, and PacBio will be collecting certain information from and about the participant. This may include personally identifying information such as the participant's name, title, biographical information, 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 Drawing or to be awarded the prize if such information is not provided. By submitting an entry or accepting the prize, the participant is consenting and agreeing to PacBio's 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/> .

INDEMNITY, DISCLAIMER & LIMITATION OF LIABILITY

By participating in the PacBio Social Media Giveaway, the participant agrees on behalf of the participant and the participant's organization to release, discharge, indemnify and hold harmless PacBio and its 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 competition or the acceptance, possession, use or misuse of a prize. PacBio has not made any warranty, representation, or guarantee, express or implied, in fact or in law, with respect to any prize, including, without limitation, to any prize's quality or fitness for a particular purpose. PacBio IS 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 COMPETITION TO WIN FREE SEQUENCING 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 SPONSOR(S). IN NO EVENT SHALL THE SPONSOR(S) OR ITS/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 CONNECTION WITH PARTICIPATION IN CUSTOMER SATISFACTION SURVEY GIVEAWAY OR THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF A 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 TOTAL AND CUMULATIVE LIABILITY OF THE SPONSOR(S) ARISING OUT OF OR IN CONNECTION WITH THE COMPETITION SHALL IN NO EVENT EXCEED THE TOTAL VALUE OF THE APPLICABLE PRIZE.

MISCELLANEOUS

PacBio reserves the right to suspend, modify, cancel or terminate the PacBio Social Media giveaway at any point without advance notice, including, without limitation, in the event of any act, occurrence or reason that it believes would compromise the legality, integrity, administration or fairness of the competition. 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 Sponsor(s) 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 Sponsor(s), shall not be considered a breach of these rules.