



**Pacific Biosciences® of California, Inc.  
Giveaway Official Rules**

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

**ELIGIBILITY**

Participation in a PacBio® Giveaway is open to individual entrants (excluding 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 applicable government, 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 Giveaway. 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**

To enter, participants must precisely follow the instructions provided.

**SELECTION OF WINNER(S) AND NOTIFICATION**

Winners will be selected pursuant to the guidelines provided. The odds of winning depend on the number of eligible entries received.

**PRIZE DESCRIPTION & CONSUMER DISCLOSURE**

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. 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 forfeited and an alternate winner may be selected/determined, based on the criteria set forth above, in PacBio's discretion. 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 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 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 in its 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 a PacBio 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.

ALL PRIZES ARE PROVIDED AS-IS, WITHOUT ANY WARRANTY OF ANY KIND, AND ALL WARRANTIES ARE HEREBY DISCLAIMED. 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 GIVEAWAY 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 PACBIO. IN NO EVENT SHALL PACBIO OR ITS 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 PACBIO ARISING OUT OF OR IN CONNECTION WITH THE COMPETITION SHALL IN NO EVENT EXCEED THE VALUE OF THE APPLICABLE PRIZE.

## **MISCELLANEOUS**

PacBio reserves the right to suspend, modify, cancel, or terminate any PacBio 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. PacBio's failure 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 PacBio, shall not be considered a breach of these rules.