

## **RTLGenomics' Grant Program Terms and Conditions**

### **Eligibility**

Participation is open to any scientific researcher doing laboratory research as a professional who is at least 18 years of age. Excluded from this 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, its subsidiaries or affiliated companies, 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.

### **Application Process**

All applications must be done online at [www.rtlgenomics.com/grantapplication](http://www.rtlgenomics.com/grantapplication). Applicants will be required to submit a short (250 word) description of why their organism (or project) of choice is the most exciting. Applications are due February 15<sup>th</sup> 2017 by Midnight Central Daylight Time. In addition to project description applicant must provide Institutional Affiliation and contact information.

### **Restrictions**

Recipient of grant must submit high quality sample to RTLGenomics for processing by July 31<sup>st</sup> 2017. The prize may not be transferred and has no cash value. In addition, by applying the applicant acknowledges that RTLGenomics may list their name, likeness, institution, and project title on RTLGenomics' website or other marketing material. In addition, RTLGenomics will retain a copy of the data generated and may (at its discretion) use quality metrics and other data measures as it sees fit. RTLGenomics will exercise discretion with data pre-publication.

### **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 RTLGenomics and its respective officers, directors, and employees 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 grant. RTLGenomics has not made any warranty, representation, or guarantee, express or implied, in fact or in law, with respect to the grant, including, without limitation, to such grant'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, OR IF THE GRANT PRORAM 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 RTLGENOMICS. IN NO EVENT SHALL RTLGENOMICS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, OR EMPLOYEES 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 GRANT, 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. RTLGEOMICS TOTAL AND CUMULATIVE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE GRANT PROGRAM SHALL IN NO EVENT EXCEED THE TOTAL VALUE OF THE GRANT.

RTLGenomics reserves 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 it believes 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 Texas, USA, without application of its choice of law principles. Should there be a conflict between the laws of the State of Texas and any other laws, the conflict will be resolved in favor of the laws of the State of Texas. Any dispute that may arise hereunder shall be brought solely in the appropriate state or federal courts sitting in Lubbock County, Texas, USA and participant consents to the personal jurisdiction and venue thereof. The failure of RTLGenomics 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 RTLGenomics, shall not be considered a breach of these rules.