

ASCP 2019 Pac Lab Photo & Video Contest

PHOTO CONTEST RULES & REGULATIONS

The "ASCP 2019 Pac Lab Photo & Video Contest" ("**Contest**") is sponsored by the American Society for Clinical Pathology ("**Sponsor**"), 33 W. Monroe, Suite 1600, Chicago, Illinois, 60603. This Contest is no way sponsored, endorsed or administered by or associated with Facebook.

By participating in the Contest, each entrant agrees to be legally bound by these Official Contest Rules and Regulations ("**Rules**") and the decisions of the Sponsor with respect to all aspects of this Contest, which are final and binding on all entrants without right of appeal. Each entrant warrants that his or her Entry complies with all the requirements set forth in these Rules. This is a skill-based Contest, and chance plays no part in the determination of winners. In addition, each entrant releases Facebook from all liability in connection with this Contest.

All federal, state, and local laws and regulations apply. The Contest is void where prohibited.

1. CONTEST PERIOD: The Contest begins on January 8, 2019, at 2:00:00 p.m. CST and ends on April 18, 2019, at 2:00:00 p.m. CDT ("**Contest Period**"). Submission period and Round One of voting begins on January 8, 2019, at 2:00:00 p.m. CST. The submission period ends on April 5, 2019, at 2:00:00 p.m. CST. Round One of voting ends on April 11, 2019 at 2:00:00 pm CDT. After the conclusion of Round One of voting, the five submissions in each category (Photo and Video) receiving the highest number of votes will move on to Round Two of voting. Round Two of voting begins on April 15, 2019 at 2:00:00 p.m. CDT and ends on April 18, 2019 at 2:00:00 p.m. CDT.

2. ELIGIBILITY: The Contest is open only to individuals who have reached the age of majority in their jurisdictions of residence at the time of entry and who do NOT reside in Cuba, Iran, North Korea, Sudan, or Syria. Employees of the Sponsor, and their immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they live), or persons living in the same households of such employees, whether or not related, are not eligible. THE CONTEST IS VOID IN CUBA, IRAN, NORTH KOREA, SUDAN, SYRIA, AND WHERE PROHIBITED.

3. HOW TO ENTER: No purchase is necessary to enter the Contest.

To enter, upload a photo showcasing you and your Pac Lab taking it to the next level at <https://woobox.com/5ahcqr> ("**Photo Entry**") or a video showcasing you and your Pac Lab taking it to the next level at <https://woobox.com/5ahcqr> ("**Video Entry**"). You may only enter electronically. To be eligible, your Entry must be uploaded onto <https://woobox.com/5ahcqr> between January 8, 2019, and the end of the submission period in accordance with these Rules and your Entry must also satisfy the other conditions set forth in these Rules.

Each Entry must:

- in its entirety, be a single work of original material, produced solely by the entrant. Reproducing, modifying, enhancing or altering a third party's pre-existing work does not qualify as original creation;
- not violate the rights of any third party, including, but not limited to copyright. For example, Entries must not defame, infringe or violate publicity or privacy rights of any person, living or deceased, or otherwise infringe upon any person's, entity's, or organization's personal or proprietary rights, including but not limited to, intellectual property rights. Consent must have been obtained from all such individuals and their parent/legal guardians if they are under the age of majority in their jurisdiction of residence (note: if you cannot obtain the consent of an individual appearing in your Entry, then his/her face must be blurred out so as to be unrecognizable);

- not have been previously used commercially, submitted to another competition or contest, or won any other award;
- be in "good taste" and in keeping with the Sponsor's brand image and must not be explicit or offensive, as determined by the Sponsor, in its sole and absolute discretion;
- not contain any commercial content that promotes any product or service;
- not be false, inaccurate or misleading;
- not violate any law, statute, ordinance or regulation;
- not be defamatory, threatening, trade libelous, pornographic, or obscene, and further that it will not contain, depict, include, discuss, or involve, without limitation, any of the following: nudity; sexual activity, or sexual innuendo; crude, vulgar, or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, or religious groups; content that endorses, condones, or discusses any illegal, inappropriate, or risky activity, behavior, or conduct; personal information of individuals, including without limitation, names and addresses (physical or e-mail); conduct or other activities in violation of these Rules; commercial messages, comparisons, or solicitations for products or services other than those of Sponsor; any identifiable third party products and/or trade-marks, brands or logos; and any other content that is or could be considered inappropriate, unsuitable, or offensive, all as determined by the Sponsor in its sole discretion;
- not instigate others to commit illegal activities or violate human rights; and
- not contain any viruses, worms, or other interfering computer programming.

Sponsor's right to use a Photo Entry or Video Entry must not be restricted in any way. Each entrant must be able to provide legal releases for use of their Photo Entry or Video Entry by the Sponsor in any format, and materials related to the Contest, including in relation to any third party's name, likenesses or work ("**Third Party Elements**") included in your Photo Entry or Video Entry.

All entries are collectively referred to as "Entries". Your Photo Entry or Video Entry will be rejected if (in the sole and absolute discretion of the Sponsor) the Photo Entry or Video Entry is not fully completed and submitted during the Contest Period. Use (or attempted use) of any automated, macro, script, robotic, or other system(s) or program(s) to enter or otherwise participate in or disrupt this Contest is prohibited and is grounds for disqualification by the Sponsor. The Releasees (defined below) are not responsible for late, lost, misdirected, delayed, incomplete, or incompatible Entries (all of which are void).

All Entries are subject to verification at any time for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) to participate in this Contest. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification. The sole determinant of the time for the purposes of a valid Entry in this Contest will be the Contest server machine(s).

The Sponsor's designated content moderator ("**Reviewer**") will initially screen every Photo Entry or Video Entry. Any Photo Entry or Video Entry that the Reviewer deems, in its sole and absolute discretion, to violate the terms and conditions set forth in these Rules may, in the sole and absolute discretion of Sponsor, be disqualified. The Reviewer reserves the right, in his or her sole and absolute discretion, at any time to disqualify, edit, or modify any Photo Entry or Video Entry (as applicable), or to request an entrant to modify, edit and/or re-submit his or her Photo Entry or Video Entry (as applicable), in order to ensure that the Photo Entry or Video Entry (as applicable) complies with these Rules, or for any other reason.

By entering the Contest and submitting an Photo Entry or Video Entry (as applicable), each entrant: (i) grants to the Sponsor an irrevocable, perpetual, fully paid, worldwide non-exclusive license to the Sponsor to reproduce, distribute, display the Entries and to create derivative works of the Entries (along with a name credit) in connection with the Contest and advertising or promotion of the Contest or for any other reason, in any media now or hereafter known; (ii) waives all moral rights in his/her Photo Entry or Video Entry or Entries in favor of the Sponsor; and (iii) agrees to release and hold harmless the Sponsor and Facebook and their agents, employees, directors, successors, assigns, and contractors (“**Releasees**”) from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement, or any other intellectual property related cause of action that in any way relates to the Contest or the Entries or any other action, suit, debt due, or damages. The Sponsor reserves the right, in its sole and absolute discretion, to post any Photo Entry or Video Entry on its Website, as well on any or all of the Sponsor’s social media sites (“**Social Site(s)**”) or any other affiliated media channels and applications, without further consent or compensation to the entrant. Display or publication of any Photo Entry or Video Entry on any website owned, maintained or affiliated with the Sponsor does not indicate the entrant will be selected as a winner under the terms of the Contest. Sponsor will not be required to pay any additional consideration or seek any additional approval in connection with such use. Additionally, by entering, each entrant grants to Sponsor the unrestricted right to use all statements made in connection with the Contest, and pictures or likenesses of the Contest entrants, or choose not to do so, at its sole discretion. Sponsor will not be required to pay any additional consideration or seek any additional approval in connection with such use.

If a Photo Entry or Video Entry contains any material or elements that are not owned by the entrant or which are subject to the rights of third parties or if any persons appear in the photograph or video, the entrant is responsible for obtaining prior to submission of the photograph or video any and all releases and consents necessary to permit the exhibition and unrestricted reproduction, distribution, display, and creation of derivative works of the Photo Entry or Video Entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known without additional compensation. If any person appearing in any Photo Entry or Video Entry is under the age of majority in their place of residence, the signature of a parent or legal guardian is required on each release. Failure to provide such releases upon request by the Sponsor may result in disqualification at any time during the Contest and selection of an alternate winner.

Each entrant further agrees to defend, indemnify and hold harmless the Releasees from any and all claims, liabilities, damages, expenses and costs (including legal fees) brought or asserted by or on behalf of any third party against any of the Releasees arising in connection with entrant’s participation in the Contest or acceptance or use of a prize, including but not limited to claims arising from any allegation that a Photo Entry or Video Entry infringed a third party’s intellectual property, publicity, privacy, proprietary or confidentiality rights, or defamed or otherwise caused harm to a third party.

4. THE PRIZES AND APPROXIMATE RETAIL VALUES: A total of up to approximately \$1470 in prizes will be available to be won in connection with this Contest. Prize winners will be (i) the five entrants who uploaded a Photo Entry onto <https://woobox.com/5ahcqr> who advanced to and received the highest number of “votes” during Round Two, and (ii) the five entrants who uploaded a Video Entry onto <https://woobox.com/5ahcqr> who advanced to and received the highest number of “votes” during Round Two. Each Entry is only eligible to win one prize, which will be awarded to the person who uploaded the Photo Entry or the Video Entry. The first place winners in each category will receive a \$150 American Express gift card for a Lab Week Pizza Party (\$150), and one (1) Sample Kit (~\$70). The second and third place winners in each category will receive a \$100 American Express gift card for a Lab Week Pizza Party (\$100) and one (1) Sample Kit (~\$70). The fourth and fifth place winners in each category will receive 10 Stadium Cups (~\$10), 10 Tag Along Multi-Tools (~\$27), and 10 Pewter Microscope Lapel Pins (~\$50). The “votes” of multiple Photo Entries or Video Entries from the same entrant will not be accumulated to determine prize winners. Prize winners are not eligible to win multiple prizes even if they have multiple winning entries (photos or videos) in the Contest. Each prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions will be made except at Sponsor’s option. Sponsor reserves the right, in its sole and absolute discretion, to substitute a prize with a prize of equal or

greater value, including, without limitation, but at Sponsor's sole and absolute discretion, a cash award. Gift cards are subject to all terms and conditions stipulated by the Sponsor and as set forth on the gift card. Prizes will be mailed to winners at the preferred shipping address submitted on the Contest Entry Form. Winners with addresses located outside of the U.S., Canada, and Mexico will receive an Amazon.com gift card for the monetary value of their prize, as prizes will not be shipped to locations outside the United States, Canada, or Mexico.

5. PRIZE WINNER SELECTION, NOTIFICATION AND CONFIRMATION PROCESS: On the Selection Date, which is April 18, 2019, at 2:00:00 p.m. CDT, the Sponsor's designated representative (the "**Contest Judge**") will identify the five Entries receiving the most votes in each category during Round Two. In the event of a tie, the Contest Judge will select the winning Entry based on creativity, quality, originality, responsiveness to the prompt, and overall impact upon the Sponsor's mission. In the event that one entrant has multiple winning Photo or Video Entries, the Photo or Video Entry with the most "votes" out of their entries will be chosen as their winning Entry. The Photo Entry or Video Entry with the next greatest number of "votes" will determine the next prize winner, such that five (5) Photo entries and five (5) Video entries are selected as prize winners.

After the Selection Date, the Sponsor or its designated representative will make a minimum of one (1) attempt to contact each eligible prize winner by email. BEFORE BEING DECLARED THE CONFIRMED WINNER OF A PRIZE, each eligible prize winner must sign and return within 4 business days of notification a Declaration and Release prepared by the Sponsor, which, among other things: (i) confirms compliance with these Rules and provides a mailing address where the prize can be received; (ii) acknowledges acceptance of the applicable prize as awarded; (iii) provides any releases required under section 3 above; (iv) agrees to release the Releasees from any and all claims, damages, liabilities, costs, and expenses (including attorney's fees) arising in connection with entrant's participation in the Contest or acceptance or use of a prize, including but not limited to claims arising from any allegation that a Photo Entry or Video Entry infringed a third party's intellectual property, publicity, privacy, proprietary or confidentiality rights, or defamed or otherwise caused harm to a third party; (v) assigns all intellectual property, including copyright, in and to his/her Photo Entry or Video Entry and waives his/her moral rights in the Photo Entry or Video Entry in favor of the Sponsor; and (vi) agrees to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast, or the internet. If an eligible prize winner: (a) fails to return the properly executed Declaration and Release (including any necessary releases, permissions, and mailing address) within the specified time; and/or (b) cannot accept the applicable prize as awarded for any reason, then he/she will be disqualified (and will forfeit all rights to a prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible Entry and associated entrant based on the Entry with the next highest number of "votes" in accordance with these Rules to be the eligible winner of the applicable prize (in which case the foregoing provisions of this section shall apply to such new eligible winner). Unclaimed and uncollected prizes after 30 business days will no longer be available.

6. GENERAL CONDITIONS:

a. By entering the Contest, each entrant agrees to the use of his/her Photo Entry or Video Entry, along with his/her name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by the Sponsor in any manner whatsoever, including print, broadcast or the Internet.

b. The Releasees will not be liable for: (i) any failure of the Website or 3rd party sites during the Contest; (ii) any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment, or software; (iii) the failure of any Photo Entry or Video Entry to be received or recorded for any reason, including, but not limited to, technical problems or traffic congestion on the Internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Contest; and/or (v) any combination of the above.

c. The Releasees assume no responsibility for lost, delayed, incomplete or misdirected Entries. This Contest is subject to all applicable federal, state, provincial, municipal, or other applicable laws of whatever nature. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Entries and/or entrants.

d. In the event of a dispute regarding who submitted a Photo Entry or Video Entry, Entries will be deemed to have been submitted by the authorized account holder of the email address used to upload the Entry. An entrant may be required to provide proof (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) that he/she is the authorized account holder of the email address associated with the Photo Entry or Video Entry in question and that he/she has all necessary consents, permissions, and/or licenses as required by these Rules.

e. The Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Contest, or to amend these Rules, without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason.

f. Without limiting the generality of the foregoing, the Sponsor reserves the right, in its sole discretion, to disqualify any entrant's Photo Entry or Video Entry in the Contest or entitlement to a prize, if the Sponsor, in its sole discretion, determines or suspects that the entrant has attempted to undermine the legitimate operation of the Contest by cheating, hacking, deception, use of multiple mice or other fraudulent, deceptive, or unfair playing practices (including, without limitation, any Entries generated by script, macro, robotic, programmed, or any other automated means). Entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will automatically be disqualified.

g. By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing, and using the personal information submitted with his/her Entry only for the purpose of administering the Contest and in accordance with Sponsor's Privacy Policy unless the entrant otherwise agrees. Sponsor's Privacy Policy can be found at: www.ascp.org/PrivacyPolicy.

h. The Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant or Photo Entry or Video Entry with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

i. All intellectual property used by the Sponsor in connection with the promotion and/or administration of the Contest, including, without limitation, all trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned (or licensed, as the case may be) by the Sponsor and/or its affiliates or licensors in the United States and elsewhere. All rights are reserved. Unauthorized copying or use of any such intellectual property without the express written consent of its owner is strictly prohibited.

j. In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: the Website or any advertising or promotions for the Contest, the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by law.

k. Standard data rates apply to entrants who participate via a wireless mobile device. Please call your service provider for pricing and service plan information and rates before mobile device participation.

I. THIS CONTEST IS VOID WHERE PROHIBITED. Entrants agree that this Contest shall be subject to and governed by the laws of the State of Illinois (without regard to conflicts of law principles), and the forum for any dispute shall be in the State of Illinois, United States of America. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and any entrant expressly waives any and all such rights.

© 2019 American Society for Clinical Pathology, 33 W. Monroe, Chicago, Illinois, 60603.