

Olympus Image of the Year – European Life Science Microscopy Award 2018

Terms & Conditions

1. Entry Period and Promoter

- 1.1 "The Olympus Image of the Year – European Life Science Microscopy Award 2018 competition ("**Competition**") will take place between April 1st and October 31st of 2018 . Any entries received after October 31st of 2018 will not be entered into the Competition.
- 1.2 The promoter and administrator is OLYMPUS EUROPA SE & CO. KG, Wendenstraße 14-18, 20097 Hamburg, Germany ("**Olympus**").

2. Entry Requirements

- 2.1 To be entered into the Competition each participant must: (i) upload at least one and up to a maximum of three microscopy images via the form on the Competition website (ii) provide a brief explanation of what can be seen on the image(s) and the equipment used; and (iii) satisfy the other criteria set out in these terms ("Entrants" and each an "Entrant").
- 2.2 Entry is open to Entrants who are aged 18 years or over living in the EMEA region (Europe, Middle East and Africa), excluding employees of Olympus, any other Olympus entity or approved distributor (and their immediate families). Entrants may only enter once into the prize draw.
- 2.3 In order to enter into the Competition each Entrant has to have the permission of his or her employer, if any.

3. Granting of Rights of Submitted Images

- 3.1 The Entrant grants Olympus a royalty-free, transferable, sub-licensable, non-exclusive, irrevocable as well as temporally and regionally unrestricted, right of use to the images submitted according to Clause 2.1 free of any third party rights. The granted rights encompass in particular the right of exploitation, copying, sending, cable broadcast, distribution, modification, public disclosure and making publicly available of the images in the context of this Competition as well as for marketing purposes for Olympus equipment in all forms of use and media known and not known when the agreement is concluded (particularly but not limited to print, slide, scan, internet, social media, lecture, presentation, and television broadcast). This includes the right of duplication and distribution as well as the right to edit and modify as well as to duplication and distribution such edited and modified images.
- 3.2 The chance to win one of the high-quality Prizes as defined in Clause 4.1 completely settles the transfer of all rights as agreed upon in this Section 3.

4. Prizes and Selection of Winners

- 4.1 The prize for first will be a CX23 Microscope with a WiFi Camera and an Apple iPad [Space Grey, WiFi, 128GB] and second place will be an E-M5 Mark II 1442 EZ Kit. The prize for third place will be a Pen E-PL8 black with 14-42mm objective (all three prizes together "Prizes", each one a "Prize"). Further details on the Prizes can be found at: www.olympus-global.com. An Entrant can only win one Prize.
- 4.2 The winners will be selected in November 2018 by a competent jury rating both the artistic and scientific quality of the images. The winners will be selected from all valid entries received on or before 31 October, 2018.
- 4.3 The winners of the Prizes will be notified by email sent to the email address provided in the corresponding form field on the Competition website. The winners will be asked to provide their postal address to Olympus within one week after the notification. If a selected winner does not

send his or her postal address within this timeframe, there will be another decision by the jury and a new winner will be selected.

- 4.4 It is the responsibility of the winners to ensure that they provide Olympus with the correct and current contact details, including full name, full postal address and full postcode. The awarded Prize will be cancelled or reallocated if it cannot be delivered on first attempt. Olympus accepts no responsibility for any Prize being lost, damaged or delayed.
- 4.5 The Prize will be awarded to the winners only and is not transferable to third parties. The Prize cannot be substituted by an Entrant for cash or any other alternatives.
- 4.6 If one of the Prizes is no longer available Olympus shall be entitled, in its sole discretion, to provide a substitute that it believes, in its absolute discretion, is a reasonable substitute for the Prize originally allocated to the respective winner.
- 4.7 The jury decisions and the allocation of the Prizes will be final and binding on the Entrants and no correspondence will be entered into in relation to the same. Recourse to the courts is not permitted.

5. Rights and Responsibilities of Olympus

- 5.1 No responsibility is accepted for ineligible entries or entries made fraudulently. Olympus reserves the right to check the validity of the entries and may, in its sole discretion, exclude Entrants from the participation of the Competition.
- 5.2 Olympus accepts no responsibility for entries that are delayed or not received for any reason.
- 5.3 Olympus does not guarantee a continuous, uninterrupted or secure access to the website of the Competition. The operation of the website may be interfered with by numerous factors outside of Olympus' control. Olympus is not responsible for any technical issues, system or software failures encountered on or during entry into the Competition.
- 5.4 Olympus accepts no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered as a result of entering the Competition or accepting a Prize. This does not apply insofar as there is mandatory liability (i) in case of intent and gross negligence, (ii) in case of injuries to life, body or health, or (iii) pursuant to the terms of the German Product Liability Act. Subject to the foregoing sentence, the liability for slightly negligent breaches of material contractual obligations shall be limited to such damage which was typical and foreseeable for this kind of Competition.
- 5.5 Olympus reserves the right to cancel the Competition at any stage if deemed necessary in their opinion or if circumstances arise outside of their control.

6. Privacy Policy

- 6.1 Olympus' privacy policy is applicable to all information submitted by an Entrant in connection with this Competition. Please click here to view the Privacy Policy. (<https://www.olympus-europa.com/company/en/privacy-notice/>)

7. Final Provisions

- 7.1 This Competition is governed by German law.
- 7.2 Should any individual regulation or stipulation in these terms and conditions be or become invalid the contract in its entirety and the remaining stipulations remain unaffected.