

ASCP 2022 Show Us Why Your Lab Is 100! Photo and Video Contest

CONTEST RULES & REGULATIONS

The "ASCP 2022 Show Us Why Your Lab Is 100! 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, Instagram or Twitter.

By participating in the Contest, you agree to be 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 without right of appeal. You warrant that your Entry complies with 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, you release Facebook, Instagram and Twitter ("**Social Media Platforms**") 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 submission period begins on May 1, 2022, at 12:00 a.m. CDT and ends on May 31, 2022, at 11:59 p.m. CDT ("**Contest Period**"). Voting for winners will open on May 16, 2022 at 12:00 a.m. CDT and end on May 31, 2022, at 11:59 p.m. CDT ("**Voting Period**"). All voting must take place during the Voting Period.

2. ELIGIBILITY: The Contest is open to ASCP members 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, Russia, 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, RUSSIA, SUDAN, SYRIA, AND WHERE PROHIBITED.

3. HOW TO ENTER:

To enter, upload a photo or video (and, if desired, text) demonstrating "why your Lab is 100!", which means awesome, amazing or exceptional. Upload your Entry at <https://woobox.com/ywypis>. You may only enter electronically. To be eligible, your Entry must be uploaded during the Contest Period and your Entry must 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 you. 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 their 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 your Entry must not be restricted in any way. You must be able to provide legal releases for use of your Entry by the Sponsor in any format, including any third party's name, likenesses or work ("**Third Party Elements**") contained within your Entry.

Your Entry will be rejected if (in the sole and absolute discretion of the Sponsor) the Entry is not fully completed and submitted during the Contest Period. 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 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 Entry. Any 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 their sole and absolute discretion, at any time to disqualify, edit, or modify any Entry, or to request you to modify, edit re-submit your Entry, to ensure the Entry complies with these Rules, or for any other reason.

By entering the Contest and submitting an Entry, you: (i) grant to the Sponsor an irrevocable, perpetual, fully paid, worldwide non-exclusive license to reproduce, distribute, and display the Entry and to create derivative works of the Entry (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) waive all moral rights in your Entry in favor of Sponsor; and (iii) agree to release and hold harmless the Sponsor and the Social Media Platforms, 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 Entry or any other action, suit, debt due, or damages. The Sponsor reserves the right, in its sole and absolute discretion, to post any Entry on its Website, or on any website owned, maintained or affiliated with Sponsor, 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 by or compensation to you. Display or publication of any Entry on any website owned, maintained or affiliated with the Sponsor does not indicate the entrant will be selected as a winner. Additionally, by entering, you grant to Sponsor the unrestricted right to use all statements made in connection with the Contest, and pictures or likenesses of the Contest entrants, without further consent by or compensation to you.

If your Entry contains any material or elements that are not owned by you or which are subject to the rights of third parties, you are responsible for obtaining prior to submission any and all releases and consents necessary to permit the exhibition and unrestricted reproduction, distribution, display, and creation of derivative works of the 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 Entry is under the age of majority in their place of residence, the signature of a parent or legal guardian is required. 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.

You further agree 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 in connection with your participation in the Contest or acceptance or use of a prize, including but not limited to claims arising from any allegation that your 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: A total of up to approximately \$20,000 in prizes will be available to be won in connection with this Contest. Prize winners will be the ten entrants who received the highest number of "votes" during the Voting Period. Only one winner will be selected for any laboratory located at the same primary site. Each Entry is only eligible to win one prize, which will be awarded to the person (and related Laboratory) who uploaded the Entry. The winners will each receive a \$2,000 e-gift card to FIGS, a laboratory coat company, to purchase laboratory coats for employees in the winner's laboratory. The "votes" of multiple Entries from the same entrant will not be accumulated to determine winners. Winners are not eligible to win multiple prizes even if they have multiple winning entries. 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. E-gift cards are subject to all terms and conditions stipulated by the Sponsor and as set forth on the gift card. The e-gift card will be e-mailed to winners at the e-mail addresses submitted on the Contest Entry Forms. Winners who reside outside of the U.S. will receive Amazon.com or Visa gift cards to use to purchase laboratory coats for the employees in their laboratory.

5. PRIZE WINNER SELECTION, NOTIFICATION AND CONFIRMATION PROCESS: On the Selection Date, which will occur after the Voting Period ends, the Sponsor's designated representative (the "**Contest Judge**") will identify the ten Entries receiving the most votes as of the end of the Voting Period. 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 Entries, the Entry with the most "votes" will be chosen as their winning Entry. The Entry with the next greatest number of "votes" will determine the next winner, such that ten (10) Entries are selected as eligible winners.

After the Selection Date, the Sponsor will make a minimum of one (1) attempt to contact each eligible winner by email. BEFORE BEING DECLARED THE CONFIRMED WINNER OF A PRIZE, each eligible winner must sign and return within four (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 confirmed e-mail address where the prize can be received; (ii) provides any releases required under Section 3 above; (iii) 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, including but not limited to claims arising from any allegation that an Entry infringed a third

party's intellectual property, publicity, privacy, proprietary or confidentiality rights, or defamed or otherwise caused harm to a third party; (iv) assigns all intellectual property, including copyright, in and to their Entry and waives their moral rights in the Entry in favor of Sponsor; and (v) agrees to the publication, reproduction or other use of their name, address, voice, statements about the Contest and 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. **In addition, Sponsor will ask the winners to provide photos showing their new laboratory coats so that Sponsor may display them in a series of fun, member-focused posts on the Social Media Platforms and in other media.**

If an eligible prize winner: (a) fails to return the properly executed Declaration and Release (including any necessary releases, permissions, and e-mailing address) within the specified time; or (b) cannot accept the prize for any reason, then they 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 (in which case the foregoing provisions of this section shall apply to such new eligible winner).

6. GENERAL CONDITIONS:

a. The Releasees will not be liable for: (i) any failure of third 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 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; or (v) any combination of the above.

b. This Contest is subject to all applicable federal, state, provincial, municipal, or other applicable laws of whatever nature.

c. In the event of a dispute regarding who submitted an 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 they are the authorized account holder of the email address associated with the Entry and that they have the necessary consents and permissions required by these Rules.

d. 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, without prior notice, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, or any other cause or reason that interferes with the proper conduct of this Contest. 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 disqualify and related Entry and to seek remedies and damages to the fullest extent permitted by law.

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

f. All intellectual property used by Sponsor in connection with the promotion and administration of the Contest, including 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 Sponsor or licensors. All rights are reserved. Unauthorized copying or use of any such intellectual property without the express written consent of its owner is strictly prohibited.

g. 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.

h. 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. 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.

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