



## SINGULAR GENOMICS RESEARCH GRANT TERMS & CONDITIONS

These Terms and Conditions govern the program described on the landing page from which you accessed these Terms and Conditions (“Program”). Additional information and terms specific to the Program (“Program Details”) are available on the landing page. By entering, each Participant accepts and agrees to be bound by these terms and conditions. Failure to comply with these terms and conditions may result in Program disqualification. No purchase or payment of any kind is necessary to enter or win.

### ELIGIBILITY

Participation in the Program is open to individual applicants (excluding, in each case, vendors) meeting these eligibility requirements and as set forth in the Program Details: Applicants must be engaged full-time in laboratory-based scientific research and 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 the Sponsor(s) named on the landing page (“Sponsor(s)”), their 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, Sudan, Syria or any country subject to U.S. embargo (2) government employees or Health Care Professionals, “Health Care professional” being defined as physicians, nurses, physician assistants, pharmacists, and any other medical professionals, including without limitation, medical students, laboratory directors, genetic counselors, and formulary committee members; (3) 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 or their respective affiliates or subsidiaries, the Program or such person is subject, and all individuals employed thereby or otherwise associated therewith; and (4) any persons for whom it would be illegal to participate in or win the Program, or with or to whom it would be illegal for the Sponsors to interact or award the prize as contemplated herein. The Program 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

Entries for the Program must be submitted as set forth in the Program Details. Sponsor(s) make no guarantee or warranty with respect to the security or confidentiality of applications or the application process. By entering, the applicant gives permission to Sponsor(s) to contact the applicant regarding their products and services, whether or not the applicant is selected as a winner. Each applicant shall be entitled to make one (1) entry into the Program only. In the event that Sponsor(s) deem an applicant to have made multiple applications to enter or to have acted in bad faith with respect to the Program, the applicant shall be excluded from the Program and consequently ineligible to be selected. Sponsor(s) reserve the right to select no more than one (1) recipient per research laboratory.

### SELECTION OF WINNERS AND NOTIFICATIONS

The applicant acknowledges and agrees that the participation, winner selection, and grant awarded to the winner under the Program is not, and will not be, based upon the volume or value of any business generated between the Sponsor(s) and the applicant, or the applicant’s institution or company (if the applicant is not an individual), or any other organization that the applicant is involved in, if applicable. The application(s) that, in the sole discretion of the Sponsor(s), best makes use of the Prize (as defined in the Program Details) to demonstrate the power of the products. The winner(s) will be determined by a panel of judges selected by the Sponsor(s). The decision of this panel will be final and binding and shall not be subject to review or appeal by any applicant or by any third party. The Sponsor(s) will attempt to notify the selected applicant(s) by email within approximately ten (10) business days after selection. If the selected applicant(s) has not responded to email inquiries within three (3) days, Sponsor(s) will attempt to contact the winner by telephone. If the winner cannot be reached by telephone within forty-eight (48) hours of first



telephone attempt to notify such winner, the awards may be forfeited and an alternate applicant may be selected, based on the criteria set forth above, at Sponsor(s)'s sole and absolute discretion.

### **RESTRICTIONS APPLY**

Samples must be prepared in accordance with the instructions to be provided to the winner and as set forth in the Program Details. Additionally, the Samples should not contain any personally identifiable information, personal health information, or Protected Health information (as said term is defined at 45 C.F.R. 160.103). The prize may not be transferred or assigned; no substitutions or cash equivalents are permitted. The winner may be required to execute and return an affidavit of eligibility/release of liability/publicity release (where legal) within twenty-one (21) days of first notification attempt. If the winner fails to return the affidavit/release by the deadline, the prize will be forfeited and an alternate winner may be selected, based on the criteria set forth above, at Sponsor(s)'s sole and absolute discretion. The odds of being selected depend on the number of eligible entries received.

The applicant understands and agrees that no ideas, information or materials that are submitted to or otherwise provided to the Sponsor(s) in connection with the Program will be returned, and that the Sponsor(s) make no guarantee or warranty with respect to the security or confidentiality thereof. Submitted applications become the property of the Sponsor(s). All taxes on the prize and reporting thereof, and any other costs, fees and expenses relating to the prize or the Program, are the sole responsibility of the winner and/or the winner's institution or company. By submitting an application or accepting the award(s), the applicant agrees on behalf of the applicant and the applicant's institution or company: (1) to be bound by these official rules; (2) that Sponsor(s) shall retain full authority, in their sole and absolute discretion, to interpret and administer these rules; (3) that any dispute with regard to the conduct of the Program, rule interpretation or award of the prize, shall solely be resolved by Sponsor(s), whose decision shall be binding, final and nonappealable; (4) to be bound by all decisions and interpretations made in good faith by Sponsor(s); and (5) that all use of products will be subject to Sponsor(s)'s standard terms and conditions of sale respectively. Furthermore, the applicant represents and warrants that: (1) the applicant meets all eligibility requirements of the Program; (2) the applicant has obtained all required authorizations and permissions from the applicant's institution or company; (3) entering into the Program does not and will not violate any law or regulation, or any of the institution's or company'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 applicant without restriction on disclosure to Sponsor or Sponsor's use thereof in accordance herewith. Sponsor(s) may refuse to award the prize if Sponsor(s) determine in their sole discretion that doing so would likely result in a violation of an applicable law, rule, or policy.

### **USE OF RECIPIENT'S NAME AND LIKENESS**

In submitting an application or accepting the prize, the application will be disclosing and the Sponsors will be collecting certain information from and about the applicant. This will include personally identifying information such as the applicant's name, title, biographical information, image, likeness, address, telephone number(s), e-mail address(es), the name and address of the applicant's institution or company, and other information of a personal nature. While the submission of this information is voluntary, the applicant will not be eligible to participate in the Program or to be awarded the prize if such information is not provided. By submitting an application or accepting the prize, the applicant is consenting and agreeing to the Sponsors' collection and use of personally identifying information and other information in accordance with these official rules and Singular Genomics' privacy policy, available at <https://singulargenomics.com/privacy/>. The applicant acknowledges and agrees that, if the applicant is selected as one of the winners, the applicant's name, biographical information, likeness, the name of the applicant's institution or company, and the project title (excluding further project details) may, without further compensation, be published on one or more of Sponsor(s) website(s) and, at the Sponsor(s)'s discretion, through social media. By accepting the prize, each winner grants to the Sponsor(s), on behalf of the winner and the winner's institution or company, the right, at any time and from time to time, to print, publish, broadcast, and use, worldwide and in any media now known or hereafter developed (including, but not limited to, social media, the Internet, and the world wide web), the winning applicant's name,



biographical information (if provided by the applicant), image or likeness, the name of the winning applicant's institution or company, and the project title (excluding further project details).

#### **PUBLICATIONS AND PRESENTATIONS**

It is the objective of the parties that the winners will present the results from the proposed study in one or more publications. It is understood that the Sponsor(s) will be enabled, but not obligated, to use such results to create marketing materials and that the winning applicant will present the results in a joint forum co-hosted by the Sponsor(s) at a date and time to be determined. Results of these studies are expected to lead ultimately to high profile publications and will be presented at international conferences.

#### **INDEMNITY, DISCLAIMER AND LIMITATION OF LIABILITY**

By participating in the Program, the applicant agrees on behalf of the applicant and the applicant's institution or company to release, discharge, indemnify and hold harmless the Sponsor(s) and their 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, or otherwise related to the participation in the Program or the acceptance, possession, use or misuse of any prize. Sponsor(s) have not made any warranty, representation, or guarantee, express or implied, in fact or in law, with respect to the prize, including, without limitation, to such prize's quality or fitness for a particular purpose. SPONSOR(S) 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, TRANSMISSION OR RECEIPT OF ENTRIES, OR FOR INACCURATE TRANSCRIPTION OF ENTRY INFORMATION, OR IF THE PROGRAM 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 SPONSOR(S). IN NO EVENT SHALL SPONSOR(S) OR THEIR RESPECTIVE 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 CONJUNCTION WITH PARTICIPATION IN THE PROGRAM OR THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE 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. SPONSOR(S)'S TOTAL AND CUMULATIVE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE PROGRAM SHALL IN NO EVENT EXCEED THE TOTAL VALUE OF THE PRIZE.

#### **MISCELLANEOUS**

Sponsor(s) reserve the right to suspend, modify, cancel or terminate the Program at any time and for any or no reason 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 Program. No contractual or legal right to any award or prize shall be created hereby and in no event shall any participant be entitled to receive any award or prize hereunder. 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. The failure of Sponsor(s) 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 Sponsor(s), shall not be considered a breach of these rules. All claims, legal proceedings or litigation arising in connection with these terms and conditions and the Program will be brought solely in the federal or state courts located in San Diego County, California, and all applicants consent to the jurisdiction of and venue in such courts and waive



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any objection as to inconvenient forum. By participating in the Program, each applicant unconditionally accepts and agrees to comply with and abide by these terms and conditions.

**SPONSOR(S):**

1. **Singular Genomics Systems, 3010 Science Park Road, San Diego, CA 92121, USA.**

**For Research Use Only. Not for use in diagnostic procedures.**