

# Pacific Biosciences 2017 Human SV SMRT Grant Program Official Rules

## NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.

## **ELIGIBILITY**

Participation in the Pacific Biosciences 2017 Human SV SMRT Grant Program is open to mainland residents of the People's Republic of China who are engaged in deciphering a genomic mechanism as it relates to human diseases (excluding vendors) and who meet the following eligibility requirements. Entrants must be professionally engaged in laboratory-based scientific research and have attained at least the age of majority in China (entrants must, in any event, be at least 18 years of age). Employees, interns, officers, directors, agents, representatives and independent contractors of a Sponsor, its subsidiaries or affiliated companies, agencies or entities involved in the administration, advertising, judging, creation, development, execution, and/or fulfillment of the Grant Program, together with their immediate family members (defined as spouse, recognized partner, parent, child, sibling, and spouse or "step" of each) and those living in the same household of each such individual (whether related or not) are not eligible to participate. Also ineligible are (1) residents or citizens 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 a Sponsor, 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 a Sponsor 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.

## **HOW TO ENTER**

The Grant Program begins on Thursday, July 20, 2017 at 12:01 a.m. Beijing Time and ends on Thursday, October31, 2017 at 11:59 p.m. Beijing Time; entries must be submitted during that time period to be eligible. To enter, participants must submit a short grant application digitally at <a href="http://www.ebiotrade.com/demo/170731/index.html">http://www.ebiotrade.com/demo/170731/index.html</a>. The application must include: (1) the participant's full name, email address, telephone number and any other contact information required by the Sponsor(s); (2) the name of the participant's institution; (3) a descriptive title for the proposed project; and (4) a DNA sequencing project proposal (written in 400 words or less) designed for two (2) library preparations and up to twelve (12) PacBio® SMRT® Cells 1M, intended to demonstrate the power of PacBio SMRT Sequencing on the PacBio Sequel® System to reveal the structural variant landscape as it relates to the disease in question. Applications become the property of the Sponsor(s). The Sponsor(s) make(s) no guarantee or warranty with respect to the security or confidentiality of applications or the application process. By entering, the participant gives permission to the Sponsor(s) to contact the

participant regarding the products and services of the Sponsor(s), whether or not the participant is chosen as the winner. Submissions must not contain obscenity, explicit sexual material, nudity, profanity, graphic violence, calls or incitement to violence, commercial solicitation or commercial promotion. Submissions must conform to local law and must not contain content or images that could be considered abusive, inflammatory, denigrating, or disrespectful to the Sponsor(s), or to any groups, individuals or institutions. Submissions must adhere both in appearance and in fact to the norms of civil discourse. In other words, the content of all submissions must be suitable for a global, public audience. The Sponsor(s) reserve(s) the right to disqualify, at their sole and absolute discretion, any submission that does not adhere to these criteria and to the intent and substance of these official rules.

#### SELECTION OF WINNER AND NOTIFICATION

One (1) winner will be determined by a panel of scientists designated by the Sponsor(s), who will choose from all qualified grant applications the application that best makes use of twelve (12) SMRT Cells 1M and two (2) SMRTbell® libraries to demonstrate the power of PacBio SMRT Sequencing. The decision of this panel will be final and binding. Notification of the selected winner will be attempted by email within approximately five (5) business days after selection. If a selected winner has not responded to email inquiries within three (3) days, the 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, an alternate finalist may be selected, based on the criteria set forth above, at the discretion of the Sponsor(s).

# PRIZE DESCRIPTION & CONSUMER DISCLOSURE

There will be a total of one (1) prize awarded, consisting of:

- Up to two (2) library construction, including SMRTbell construction, annealing and binding, size appropriate to project, and
- One (1) sequencing run using up to twelve (12) SMRT Cells 1M (including sequencing reagents).

Basic bioinformatics support may also be included, at the discretion of the Sponsor(s).

#### **RESTRICTIONS APPLY**

High quality, double-stranded DNA in an amount and concentration sufficient for PacBio SMRT Sequencing must be provided (in accordance with the instructions to be provided to the winner) for library construction and sequencing by November 30, 2017 unless otherwise agreed by the Sponsor(s). The prize may not be transferred or assigned; no substitutions or cash equivalents are allowed. 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 notification attempt. If the winner fails to return the affidavit/release by the deadline, the prize will be forfeit and an alternate winner may be selected/determined, based on the criteria set forth above, at the discretion of the Sponsor(s). The participant understands and agrees that no ideas, information or materials that are submitted to or otherwise provided to the Sponsor(s) in connection with the Grant Program will be returned, and that

the Sponsor(s) make(s) no guarantee or warranty with respect to the security or confidentiality thereof. All taxes on the prize and reporting thereof, and any other costs, fees and expenses relating to the prize or the Grant Program, are the sole responsibility of the winner and/or the winner's institution or company. By submitting an application or accepting the prize, the participant agrees on behalf of the participant and the participant's institution or company: (1) to be bound by these official rules; (2) that the Sponsor(s) shall retain full authority, in its/their sole discretion, to interpret and administer these rules; (3) that any dispute with regard to the conduct of the Grant Program, rule interpretation or award of the prize, shall be resolved by the Sponsor(s), whose decision shall be binding and final; and (4) to be bound by all decisions and interpretations made in good faith by the Sponsor(s). Furthermore, the participant represents and warrants that: (1) the participant meets the eligibility requirements of the Grant Program; (2) the participant has obtained all required authorizations and permissions from the participant's institution or company; (3) entering into the Grant 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 participant without restriction on disclosure. The Sponsor(s) may refuse to award the prize if the Sponsor(s) determine(s) in its/their sole discretion that doing so would likely result in a violation of an applicable law, rule, or policy.

# **USE OF WINNER'S NAME AND PROJECT RESULTS**

The participant acknowledges and agrees that, if the participant is selected/determined as the winner, the participant's name, biographical information, likeness, the name of the participant's institution or company and the project title and/or results may, without further compensation, be published on one or more Sponsor website(s) and, at the discretion of the Sponsor(s), through social media. By accepting the prize, the 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 participant's name, biographical information, (if provided by the participant) image, likeness, the name of the winning participant's institution or company and the project title and/or results.

# **INDEMNITY, DISCLAIMER & LIMITATION OF 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 the Sponsor(s) and its/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, to the participation in the Grant Program or the acceptance, possession, use or misuse of the prize. The Sponsor(s) has/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. THE SPONSOR(S) IS/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 RECEIPTOF ENTRIES, OR FOR INACCURATE TRANSCRIPTION OF ENTRY INFORMATION, 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 THE SPONSOR(S). IN NO EVENT SHALL THE SPONSOR(S) OR ITS/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 GRANT 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. THE TOTAL AND CUMULATIVE LIABILITY OF THE SPONSOR(S) ARISING OUT OF OR IN CONNECTION WITH THE GRANT PROGRAM SHALL IN NO EVENT EXCEED THE TOTAL VALUE OF THE PRIZE.

## **MISCELLANEOUS**

The Sponsor(s) reserve(s) 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 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. Any dispute that may arise hereunder shall be brought solely in the appropriate state or federal courts sitting in Santa Clara County, California, USA and participant consents to the personal jurisdiction and venue thereof. The failure of the 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 the Sponsor(s), shall not be considered a breach of these rules.

The Sponsor(s) reserve(s) the right at any time, to verify the validity of entries and of participants and to disqualify any participant or entry deemed not in compliance with these official rules. The Sponsor(s) also reserve(s) the right to request further documentation, at its/their sole and absolute discretion, to verify eligibility and compliance with these official rules. If a prize or any portion thereof is unavailable, the Sponsor(s), in its/their sole discretion, reserve(s) the right to substitute the prize with another prize of equal or greater value and/or specification. If this Grant Program is interfered or tampered with in any way by a participant, or a person acting on the participant's behalf, or, if, as a consequence of such interference, the Grant Program is not capable of being reasonably conducted in the manner anticipated by the Sponsor(s), the Sponsor(s) reserve(s) the right, in its/their sole discretion, to disqualify any interfering participant and/or suspend, modify, cancel or terminate the Grant Program. The Sponsor(s)

reserve(s) the right, at any time and in its/their sole discretion, to disqualify and/or deem ineligible any individual or institution who it/they reasonably believe(s) has violated the official rules, or is acting in bad faith, or in an unprofessional or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. The Sponsor(s) will take reasonable measures to protect personally identifiable information and other sensitive data of participants (except as otherwise provided in the "Use of Winner's Name and Project Results" section above). Contact information provided by participants may be stored by the Sponsor(s) and may be used to contact participants for other purposes in the future. This information may be shared with a co-Sponsor of the Grant Program and/or be made available to third parties, to the extent permitted by law.

# SPONSOR(S):

1. Pacific Biosciences of California, Inc., 1305 O'Brien Drive, Menlo Park, CA 94025, USA.

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