

## **Competition Terms and Conditions**

# **Contest Summary**

Organizer Andor Technology Ltd

7 Millennium Way, Springvale Business Park, Belfast. BT12 7AL. UK

**Region** Contest is open world-wide.

**Contest Period** September 8th 2021 – September 24<sup>th</sup> 2021

How will winner

**be chosen** Entries will be shortlisted by an internal panel, and the top 3 will be required to

provide a short 5-10min MP4 video presentation detailing their research and how the Andor camera would benefit them. The winner will then be selected by our internal panel of judges and announced at the end of the Space and Ground Based

Astronomy Conference on October 7.

**Prize Draw** Prize winners will be selected by Oct 7.

**Prizes** The winner will receive a refurbished Andor Zyla 5.5 sCMOS Astronomy Camera

### **Contest Requirements**

The competition is open to entries from researchers whose space or ground based astronomy research would benefit from an Andor Zyla 5.5 Astronomy Camera. You do not need to be a current customer of Andor. Researchers can submit their entry once by telling us why the Andor Zyla 5.5 Camera would be perfect for their research. Each entrant must also be registered to attend the Andor Space and Ground Based Astronomy Virtual Conference (October 7) to be eligible to win.

The entries will be shortlisted prior to the conference, and the top 3 entries will be required to provide a short 5-10min MP4 video talking about their research and the benefit the camera would give. If you are selected, this should be provided by email by Oct 1. The winner will then be chosen from our internal panel of judges and announced at the end of the conference. The winner will receive a refurbished Andor AstronomyZyla 5.5 sCMOS Camera and benefit from publicity of their work throughout a range of scientific publications.

The deadline to enter is 11:59pm BST, 24 September 2021 and contestants can submit one entry.

#### **Contest Rules**

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

### **Definitions**

In these Official Contest Rules ("**Rules**"), the following terms have the meanings set out below. In addition, other capitalized terms have the meaning so given to them.

**"Contest"** means the contest, game, sweepstake, promotion, marketing activity or other event specified in the <u>Contest Summary</u>.

"Contest Requirements" means the guidelines and criteria that entrants must abide by to be eligible for the Contest:

"Contest Site" a (sub)domain or website of the Organizer, or, if applicable, a third-party website.

"Contest Summary" means the Contest summary page for a particular contest, which specifies certain information for that Contest;

**"Organizer"** means the organization that organizes and sponsors a Contest, as specified in the Contest Summary;

"**Prize"** or "**Prizes"** means the prize or prizes (if there are multiple prizes) to be awarded for a particular Contest as specified in the Contest Summary;

"Region" means the region(s) selected in which the Contest is held; and

- 1. **Eligibility**: The Contest is FREE to enter and open to all individuals who are legal residents of the Region(s) specified, and have reached the age of 18 at the time of their Entry (as defined below) ("you" or "Contestant"). It is your responsibility to ensure that you are legally eligible to enter the Contest under any laws applicable to you in your jurisdiction of residence or otherwise. The employees, officers and directors of the Organizer as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee, officer and director are not eligible to participate in the Contest.
- 2. **Agreement to Official Rules**: By participating in the Contest, you fully and unconditionally agree to and accept these Rules and the decisions of the Organizer, which are final and binding in all matters related to the Contest. Whether or not you qualify for a Prize is contingent upon fulfilling all requirements set forth in these Rules.
- 3. **Contest Period**: The Contest opens on the date and time specified in the Contest Summary, and ends on the date and time specified in the Contest Summary (the **"Contest Period"**). The Organizer's computer is the official time-keeping device for the Contest.
- 4. **How to Enter**: To enter the Contest, complete the registration form on the Contest Site with your name, email address, and any required questions, and then follow the directions specified for the Contest in the Contest Summary during the Contest Period. You must then provide an entry (**"Entry"**) that fulfills the Contest Requirements (**"Contest Requirements"**), as specified in the Contest Summary, to be eligible to win a Prize. Entries that do not include all the required information and adhere to the Rules will be considered void. The Organizer is not responsible for lost, misdirected or incomplete Entries.

The Organizer determines if an Entry meets the Contest Requirements and otherwise complies with the Rules.

- 5. **Terms of Submission**: You may enter the Contest once only.
- 6. **Rights Granted by you**: By entering this Contest, you agree that:
  - 1. the Organizer, and their respective licensees, successors and assigns will have the right to use all or a part of your Entry, your name and address (city and state/province/territory), and the names, likenesses, photographs, voices and images of all persons appearing in the Entry anywhere in the world and in perpetuity, for future advertising, trade, promotion and publicity in any manner and in any medium now known or hereafter devised throughout the world in perpetuity, without compensation and without notice to you and without consideration, review or approval from you; and
  - 2. you agree that you will not now nor in the future be paid for your Entry or for granting the Organizer any of the rights set out in these Rules.
- 7. Your Representations and Warranties: By entering the Contest, you represent and warrant that:

- 1. your Entry, in its entirety, is an original work by you and you have not included third party content (such as writing, poetry, text, graphics, artwork, logos, photographs, likeness of any third party, musical recordings, clips of videos, television programs or motion pictures) in or in connection with your Entry without permission;
- 2. your Entry, the use and exercise thereof by the Organizer of any of the rights granted by you under these Contest Rules, does not and will not infringe or violate any rights of any third party or entity, including, without limitation, patent, copyright, trademark, trade secret, defamation, privacy, publicity, false light, misappropriation, confidentiality, or any contractual or other rights;
- 3. you have all the rights, licenses, permissions and consents necessary to submit the Entry and to grant all of the rights that you have granted to the Organizer under these Contest Rules:
- 4. all persons who were engaged by you to work on the Entry, who appear in the Entry in any manner, or have contributed to the Entry have:
  - 1. given you their written consent to submit the Entry without claims for payment of any kind; and
  - 2. provided written permission to include their name, likenesses, image or pictures in or with your Entry (or if a minor who is not your child, you must have the permission of their parent or legal guardian) and you may be asked by the Organizer to provide such permission in writing to the Organizer; and
- 5. Personal data supplied during the course of this Contest will only be processed in accordance with the Organizer's Privacy Policy set out at <a href="Privacy Oxford">Privacy Oxford</a> Instruments (oxinst.com), as may be amended from time to time.
- 8. **Prizes**: The Organizer will provide the Prize(s) to be awarded for a particular Contest. No substitution of a Prize will be made unless the Organizer, in its sole discretion, determines otherwise.
- 9. **Winner(s)**: The winner(s) (**"Winner(s)"**) of the Prize(s) will be selected, as specified in the Contest Summary, from all eligible Entries received. If you are selected as a Winner, you will be notified of the selection of your Entry by the phone or email address provided by you on the Registration Form. If you do not respond to the phone or email notification of your selection as a Winner within seven (7) days, an alternate Winner may be selected to receive the Prize. All decisions of the Organizer in selecting the Winner (s) are final and binding on all Entrants in all matters relating to the Contest.
- 10. **Redeeming a Prize**: A Prize is personal to the Winner and is non-transferable. If a Winner cannot be contacted, or fails to execute and return the Release Form within the required time period (if applicable), or if the Prize is returned as undeliverable, the Winner forfeits the Prize. Acceptance of any Prize shall constitute and signify the Winner's agreement that the Organizer may use the Winner's name, photo, city, state, likeness, Entry and Prize information in connection with the Contest, worldwide, including on the internet, without limitation and without further payment or consideration, except where prohibited by law.
- 11. **General Conditions**: The Organizer has the right to verify your eligibility and compliance with these Rules, and to disqualify you on the basis of its investigation.

You may not enter with a generic corporate email address, such as those which begin with "sales@", "admin@", "info@" or "marketing@" as each email address must be associated with only one individual. In the event of a dispute as to any Entry, the authorized account holder of the e-mail address used to enter will be deemed to be the person who made the Entry. For the purposes of these Rules, the authorized "account holder is the natural person assigned an e-mail address by an internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address.

Nothing contained in these Rules shall be construed to: (i) give any party the power to direct and control the day-to-day activities of the other; (ii) constitute the parties as partners, joint venturers, principal and agent, employer and employee, co-owners or entrants in a joint undertaking; or (iii) allow you to create or assume any obligation on behalf of the Organizer.

By entering the Contest, you fully and unconditionally agree to and accept these Rules and the decisions of the Organizers which are final and binding on all matters relating to this Contest.

The Organizer reserve the right to cancel, modify or suspend the Contest at any time if it is determined that the Contest cannot be run as originally planned or if fraud or any other occurrence comprises the fairness or integrity of the Contest.

You understand and agree that this Contest is in no way sponsored, endorsed, or administered by or associated with any third party other than the Organizer, and any comments, questions or concerns regarding the Contest shall be directed to the Organizer

12. **Liability Provisions**: The Organizer is not responsible for human error, theft, destruction, or damage to Entries or other factors beyond its reasonable control.

You assume all risk of damaged, lost, late, incomplete, invalid, incorrect, or misdirected Entries. The Organizer makes no warranty, representation, or guarantee, express or implied, in connection with its ability to in any way enable, publicize, develop, or market the idea set forth in your Entry.

The Organizer shall not be liable to a Winner or any other person for failure to supply the Prize or any part thereof, by reason of the Prize becoming for reasons beyond the reasonable control of the Organizer unavailable or impracticable to award, or for any force majeure event, technical or equipment failure, terrorist acts, labour dispute, act of government or act/omission of any kind (whether legal or illegal), transportation interruption, civil disturbance, or any other cause similar or dissimilar beyond the Organizer's control.

The Organizer shall not assume any responsibility whatsoever for any of the following: delayed, failed, partial or garbled computer transmissions; technical failures of any kind, including, but not limited to, lost, interrupted or unavailable network, server, internet, or other connections; the availability, accessibility, technical failure or miscommunications of computer, satellite, telephone or cable transmissions; the incorrect or inaccurate capture or failure to capture information whether caused by the Contest Site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest; errors of any kind whether human, mechanical, electronic, network or otherwise arising out of or relating to the Contest; theft, loss, destruction or damage to an Entry in whole or in part; and other factors beyond their reasonable control. The Organizer is not responsible for injury or damage to your or to any other person's computer related to or resulting from participating in the Contest or downloading materials from the Contest Site.

CAUTION: ANY ATTEMPT BY YOU TO DELIBERATELY DAMAGE THE CONTEST SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF APPLICABLE CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, THE ORGANIZER RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW AND TO DISQUALIFY YOU FROM THE CONTEST.

LIMITATIONS OF LIABILITY AND RELEASE: BY SUBMITTING AN ENTRY. YOU AGREE THAT THE ORGANIZER WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE RELEASED AND HELD HARMLESS BY YOU AND YOUR HEIRS, EXECUTORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FOR ANY CLAIMS, LIABILITIES, OR CAUSES OF ACTION OF ANY KIND OR NATURE FOR ANY INJURY, LOSS OR DAMAGES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES TO PERSONS, INCLUDING, WITHOUT LIMITATION, DISABILITY OR DEATH, AND DAMAGE TO PROPERTY, DUE IN WHOLE OR IN PART, ARISING DIRECTLY OR INDIRECTLY, NOW OR IN THE FUTURE FROM THE DELIVERY, ACCEPTANCE, USE OR MISUSE OF THE PRIZE, ANY AND ALL USE AS PROVIDED HEREIN OF YOUR ENTRY, OR PARTICIPATION IN THIS CONTEST AND/OR ANY RELATED CONTEST. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE CONTEST SITE AND THE PRIZE IS PROVIDED "AS IS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, IN WHICH CASE SUCH LIMITATION OR EXCLUSION SHALL APPLY ONLY TO THE EXTENT PERMITTED BY THE LAW IN THE RELEVANT JURISDICTION.

- 13. **Choice of Law**: These Rules shall be governed by and construed in accordance with the laws of England. Any and all disputes, claims, and causes of action with the Organizer arising out of or connected with this Contest, other than the determination or validity of claims, shall be resolved exclusively by the Courts of England.
- 14. **Disclaimer**: This Contest is in no way sponsored, endorsed or administered by, or associated with any third party. Any comments or questions about the Contest should be addressed to the Organizer.