

# BEST INGENUITY PRESENTATION PROGRAM 2013 OFFICIAL PROGRAM RULES

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## EXECUTIVE SUMMARY

Ingenuity Systems, Inc. (“Ingenuity”) is delighted to announce the Best Ingenuity Presentation Program 2013 (the “Contest”) to receive either an iPad Mini, an American Express Gift Card, or a Starbucks Gift Card. Ingenuity will be awarding three (3) prizes. Interested parties must upload a presentation about their Ingenuity results to SlideShare ([www.slideshare.net](http://www.slideshare.net)) and register their presentation by completing a web form ([http://pages.ingenuity.com/SlideShareContest\\_RegistrationPage.html](http://pages.ingenuity.com/SlideShareContest_RegistrationPage.html)). Winners will be determined by the number of “Likes” in SlideShare. The deadline for voting is November 29, 2013, 11:59PM PST. Visit our Ingenuity website ([www.ingenuity.com](http://www.ingenuity.com)) for more information about our products.

## ELIGIBILITY

Participation in the Contest is open only to individuals from academic institutions, biotech companies, government research institutions, hospitals, non-profit organizations and pharmaceutical companies world wide (each an “Eligible Entrant”). Entrance into the Contest is free, and there is no limit on the number of Presentations that a person can submit. Limit one prize per Eligible Entrant. Void in Massachusetts, Vermont and where prohibited, licensed, or restricted by federal, state, provincial, or local laws, regulations, or agency/institutional policy. Employees, officers, affiliates, directors, subsidiaries, family and household members of Ingenuity and QIAGEN (collectively, the “Released Parties”) are not eligible to participate in any contests. Determination of eligibility is at Ingenuity’s sole discretion. By entering this Contest, entrants accept and agree to be bound by these Official Rules, which are final and binding in all respects. All federal, state and local laws and regulations apply.

## KEY DATES

- Program commencement date: September 3, 2013
- Registration deadline: November 22, 2013
- Community voting deadline: November 29, 2013
- Award announcement dates: December 13, 2013 (the “Award Date”)

The Contest begins on September 3, 2013 at 8:00AM US Pacific Daylight Time and will remain open until November 29, 2013 at 11:59PM US Pacific Daylight Time (the “Submission Period”).

## HOW TO ENTER

The Best Ingenuity Presentation Contest is designed to encourage presentations by giving Eligible Entrants an opportunity to share presentations about their analysis using Ingenuity bioinformatics



products. There is no purchase necessary to enter the Contest or receive a Prize. You can enter the Contest and become an “Eligible Entrant” by completing the following steps:

1. Upload a presentation about your Ingenuity results to SlideShare ([www.slideshare.net](http://www.slideshare.net))
2. Register your presentation by completing a web form to submit your entry, available here: <http://pages.ingenuity.com/SlideShareContestRegistrationPage.html>

All uploaded Presentations will be subject to the standard SlideShare [Terms of Service](#).

## GUIDELINES FOR ELIGIBLE PRESENTATIONS

All Presentations must conform to the following guidelines to be eligible for consideration.

1. Presentations must include some utilization of Ingenuity bioinformatics software product(s)
2. Presentations must be written in English
3. Presentations must be registered by no later than November 22, 2013, 11:59PM PST

## RESTRICTIONS

Presentations must not: (i) disparage Ingenuity or any other person or party; (ii) contain any material that Ingenuity deems to be inappropriate, indecent, obscene, hateful, tortuous, defamatory, slanderous or libelous; (iii) contain swear words or other course language; (iv) contain material that Ingenuity deems to promote bigotry, racism, hatred or harm against any group or individual or to promote discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; or (v) contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the Presentation is created.

INGENUITY RESERVES THE RIGHT TO DETERMINE IN ITS SOLE DISCRETION WHICH ENTRIES HAVE SATISFIED THE ENTRY REQUIREMENTS. YOU ACKNOWLEDGE THAT INGENUITY IS NOT RESPONSIBLE FOR AND HAS NO CONTROL OVER JUDGING OF PRESENTATION SUBMISSIONS.

## WINNER SELECTION

### AWARDS AND APPROXIMATE RETAIL VALUE

Ingenuity will award three (3) Prizes in total, which will be divided amongst the Potential Winners in accordance with the number of “Likes” recorded in SlideShare for the respective presentations by the end of the voting period on November 29, 2013, 11:59PM PST. There is a limit of one prize per Eligible Entrant.

- **1<sup>st</sup> prize** – Ingenuity will award an iPad Mini to the Eligible Entrant whose presentation receives the most “Likes” in SlideShare. The 1<sup>st</sup> prize has an approximate retail value (“ARV”) of \$329 USD.



- **2<sup>nd</sup> prize** – Ingenuity will award an American Express Gift Card to the Eligible Entrant whose presentation receives the 2<sup>nd</sup> most “Likes” in SlideShare. The 2<sup>nd</sup> prize has an ARV of \$150 USD.
- **3<sup>rd</sup> prize** – Ingenuity will award a Starbucks Gift Card to up to the Eligible Entrant whose presentation receives the 3<sup>rd</sup> most “Likes” in SlideShare. The 3<sup>rd</sup> prize has an ARV of \$15 USD.

If the actual value of the Prize is less than the stated ARV, the difference will not be awarded. The actual value of the Prize may be more than the stated ARV at the sole discretion of Ingenuity.

In the event of a tie, in which two or more presentations receive the same number of “Likes” in SlideShare, the winner will be randomly selected among presentations that have received the same number of “Likes” in SlideShare.

## SELECTION CRITERIA AND ODDS OF WINNING

Presentations will be reviewed by Ingenuity staff to determine conformance to relevant Guidelines and Restrictions.

The judging will be conducted by the community of visitors to the SlideShare website (each a “Community Judges”) who choose whether or not to “Like” a presentation in SlideShare. No specific judging criteria will be provided by Ingenuity Systems.

Eligible Entrants selected as the winner of the Prizes (each a “Potential Winner”) will be determined at the end of the voting period on November 29, 2013, 11:59PM PST. The odds of winning any Prize will depend on the total number of eligible entries and the number of Community Judges who evaluate presentations.

## HOW TO CLAIM YOUR PRIZE

If you are selected as a Potential Winner of the Contest, you will be notified via telephone and/or via e-mail within ten (10) business days prior to the Award Date (the “Prize Notification”). To claim the Prize, you must reply to Ingenuity within the time period indicated in your notification or Ingenuity may select an alternative potential winner. Before awarding a Prize, Ingenuity may require you to furnish proof of identification and other proof of eligibility under these Official Rules and to execute and return an Affidavit of Eligibility. You must execute and return the documents within ten (10) business days from the date it is sent to you or your Prize may (in Ingenuity’s sole discretion) be forfeited. If you are found to be ineligible or not in compliance with these Official Rules, decline to accept a prize, Ingenuity is unable to contact you, or in the event that the Prize or Prize Notification is returned undeliverable, you will forfeit the Prize, and Ingenuity may, in its sole discretion, select an alternate winner. Should the winner of the Contest be a licensed physician, or if the prize is intended for or goes to a licensed physician, the value of the prize will be reported as a gift under federal transparency guidelines. Allow 8-12 weeks for delivery of your prize. The right to receive a prize is non-assignable, non-transferable and no



prize substitution, exchange or cash equivalent will be allowed, except by Ingenuity who reserves the right to substitute prize of equal or greater value in case of unavailability of prize or force majeure. Federal, state and local taxes, if any, are your sole responsibility.

## PUBLICATION OF RESULTS

By accepting a Prize, you agree to allow Ingenuity and/or Ingenuity's designee the perpetual right to use your name, biographical information, photos and/or likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media known or hereafter discovered including live television, world wide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law. You also agree that Ingenuity and/or Ingenuity's designee may highlight your winning Presentation in the Ingenuity blog. In the event Ingenuity requests you present the substance and results of your Presentation in a live web seminar or similar format (a "Seminar"), you agree to reasonably negotiate in good faith with Ingenuity the terms and conditions of the Seminar.

## OWNERSHIP OF PRESENTATIONS

By participating in the Contest, you warrant and represent that your Presentation(s) (and each component thereof): (i) are original to you and that you have all necessary rights (including, without limitation, consent of the photographer) in and to the Presentation(s) to enter the Contest; and (ii) will not give rise to any claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party, or give rise to any claims for payment whatsoever.

By entering the Contest and submitting a Presentation, you: (i) grant to the Ingenuity, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use your Presentation, in whole or in part, for advertising or promoting the Contest or the Ingenuity products; (ii) waive all moral rights in and to your Presentation in favor of the Ingenuity to the fullest extent permitted by law; and (iii) agree to release and hold harmless the Releasees (defined below) 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 relate in any way to the Presentation.

## GENERAL

### NO WARRANTIES AND LIMITATION OF LIABILITY

Ingenuity makes no warranty, representation, or guarantee, express or implied, in fact or in law, with respect to any grant, prize or a prize equivalent, including, without limitation, to such prize's quality or fitness for a particular purpose. Ingenuity and the Released Parties are not responsible for illegible, lost, late, incomplete, misdirected, or undeliverable e-mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions,



failures, connections, or availability, or garbled, corrupt or jumbled transmissions, service provider/Internet/web site/use net accessibility, availability, or traffic congestion, or any technical, typographical, or other error, or unauthorized human intervention, or the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information. Ingenuity and the Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, or technical error. If, for any reason, a Presentation is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as a Presentation into a particular Contest, your sole remedy is to submit another Presentation into a different Contest. If, for technical reasons, any particular Contest is not capable of running as planned, Ingenuity reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest and to credit participants of any cancelled Contest with one (1) Presentation in a different contest of Ingenuity.

### CONSENT, RELEASE AND INDEMNIFICATION

To the full extent allowed by law, You release, discharge, indemnify and hold harmless Ingenuity and its respective affiliates, shareholders, members, directors, officers, employees, agents, representatives and independent contractors ("Releasees") from any and all liability whatsoever in connection with this Contest or prize, including without limitation for any legal claims, costs, expenses, fees, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss of or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light.

### SPONSOR

This Contest is sponsored by Ingenuity Systems, a QIAGEN company, 1700 Seaport Boulevard, Third Floor, Redwood City, CA 94063.

### RESTRICTIONS AND LAWS

Contest is void where prohibited and subject to all applicable federal, state, and local laws and regulations. Ingenuity reserve the right to cancel, terminate, modify or suspend the Contest if for any reason the Contest is not capable of running as planned at their discretion. Ingenuity also reserves the right to disqualify any participant or Potential Winner for not following the requirements of these Official Rules, for misrepresenting his/her identify, or where a participant tampered with the Contest, Ingenuity's website or systems, the entry process, or acted improperly. Issues concerning construction, validity, interpretation and enforceability of these Official Rules shall be governed by and construed in accordance with the law of the State of California without reference to its choice-of-law doctrines, except those that would result in the applications of the laws of a State other than California. All disputes arising out of or connected with the Contest will be resolved individually, and without resort to class action, exclusively by the Courts in California.

### PRIVACY



By entering the Contest, you are agreeing to receive further information from Ingenuity in accordance with Ingenuity's privacy policies, which can be found here – [Ingenuity Systems privacy policy](#).

#### MISCELLANEOUS

These Official Rules are subject to and incorporated by reference within Ingenuity's Terms of Service. If there is any conflict between the Terms of Service and these Official Rules, the Official Rules take precedence but only in relation to the Contest. In the event of any conflict with any details contained in these Official Rules and details contained on the Website, the details set forth in these Official Rules shall prevail. Ingenuity reserves the right, to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Website or any Contest or to be acting in violation of these Official Rules. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF ANY CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, INGENUITY RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.**

#### WINNER'S LIST

For names of Winners, submit a request in writing to: Ingenuity Systems 1700 Seaport Boulevard, Third Floor, Redwood City, CA 94063, Attention: Marketing