

## Terms and Conditions

### “What makes you a proud owner of an Eppendorf product?”

#### § 1 Organizer

The organizer of the “What makes you a proud owner of an Eppendorf product? Contest“ (in the following "Contest") is Eppendorf AG, Barkhausenweg 1, 22339 Hamburg, Germany, hereinafter referred to as „Eppendorf“.

By participating in this Contest, entrants agree to the following conditions:

#### § 2 Eligibility

(1) Participation in the Contest is free of charge. Participation is only possible for users of Eppendorf products. Mere participation does not entitle a participant to win a prize.

(2) This contest is open only to those who are over the age of 18 and located in a country in which Eppendorf products are sold (see [www.eppendorf.com/worldwide](http://www.eppendorf.com/worldwide)). Participation and acceptance of the prize is not possible without the participant’s employer’s permission.

(3) For participation in the Contest, all personal data must be entered truthfully. The participant is responsible for the accuracy of the submitted data.

(4) Legal representatives, employees of the organizer as well as their relatives and third persons being somehow related to this Contest are excluded from participation.

(5) Eppendorf reserves the right to disqualify any individual from the Contest on the grounds of violation of the eligibility requirements. Anyone using illegal means or other manipulation to gain advantage shall also be disqualified. In these cases, prizes can also be subsequently disallowed and reclaimed, as necessary. Eppendorf reserves the right to reject submissions at any time without giving reasons; this refers in particular to submissions that are morally, ethically, or legally unacceptable.

#### § 3 Contest period and description

(1) The Contest begins on 28<sup>th</sup> January 2021 and ends on 31<sup>st</sup> December 2021.

(2) Participation in the Contest is only possible online. To take part in the contest, participants must have registered their Eppendorf product and answer the question “What makes you a proud owner of an Eppendorf Product” via contact form and entering his/her personal information.

(3) The winners will be notified via email within 14 days after the end of the Contest. Organizer will ask the winner to specify his delivery address details for reward delivery purpose.

#### § 4 Prizes

(1) Among all participants, five winners will be randomly selected for the first prize. The winners receive a laser engraved Eppendorf Research® Plus Pipette each for their work. The engraving must contain the name of the lab/company or the user’s name.

(2) Winners will be asked to send their address details (first name, last name, company – if needed, street, postal code, city, and country) per email to Eppendorf.

(3) All prizes are non-redeemable for cash. Winners cannot make claim to cash payment of the price or exchange of the prize for another item.

(4) Prizes are non-transferable to another person but the winner.

(5) The delivery will be organized by Eppendorf AG, Hamburg, Germany. If delivery of the prize to the winner is not possible, and if it is therefore sent back to the organizer, a new delivery will only be organized on request of the winner. The winner is in default of acceptance and has to bear the costs for the renewed shipment.

(7) If the prize cannot be delivered within one month of electronic notification for reasons that lie with the winner, Eppendorf cannot guarantee that the original prize is still available. The winner will then receive a replacement of more or less the same value. The winner will also receive a replacement of more or less the same value if the original prize is no longer available in the presented design (model change, seasonal goods etc.). The winner accepts necessary changes of the prize if they are due to causes that are out of control of the companies involved in the Contest. If the prize cannot be delivered within three months of electronic notification due to reasons that lie with the winner, the claim to the prize is forfeited. In this case, Eppendorf reserves the right to draw another winner.

(8) Delivery of the prize is free. Freight costs and customs that may incur in addition must be borne by the winner. In this case, the seat of the organizer remains the place of performance.

#### **§ 5 Publication of winners and messages**

By participating in the Contest, winners explicitly agree that their names and messages (with the last name abbreviated) are shown via all Eppendorf channels, e.g. Social Media, print brochures, webpages. All other participants agree that their messages can be shown via all Eppendorf channels and will appear with their first name on the Product Registration website. In case Eppendorf wishes to publish a message together with a last name and possibly further information about the product user (e.g. photo, location, institute) Eppendorf will not do so without a prior written consent of the user.

#### **§ 6 Facebook, Twitter, LinkedIn Disclaimer**

The Contest is promoted on Facebook, Twitter and LinkedIn via Eppendorf's accounts. This promotion is not connected with Facebook, Twitter or LinkedIn in any way and is in no way sponsored, endorsed, or administered by, or associated with, Facebook, Twitter or LinkedIn. Facebook, Twitter or LinkedIn are therefore not your contact for this competition. If you have any remarks or problems, please send an email to [socialmedia@eppendorf.de](mailto:socialmedia@eppendorf.de).

#### **§ 7 Copyright**

By uploading the content, participants confirm that they hold all copy- and image rights for the content. Participants explicitly agree to the publication of their submitted content on all Eppendorf channels, e.g. Social Media, print brochures, webpages with their first name. The winner warrants that any use of the photo does not infringe copyrights and/or any other rights of third parties and is free of charge.

Participants release Eppendorf from possible third party claims due to the violation of such rights and possible legal costs.

Eppendorf has the right to edit (in particular electronic online editing), reproduce, and communicate by other medial means as well as transfer these rights to third parties. Future uses are free of charge. Participant will waive any further right against Eppendorf.

#### **§ 8 Premature termination of the Contest**

Eppendorf reserves the right to terminate the Contest at any point in time without prior notice and without giving reason. Eppendorf will make use of this possibility especially if proper execution of the Contest cannot be ensured due to technical reasons (e.g. viruses in the computer system, manipulation, or hard- and/or software errors) or legal issues. If premature termination is caused by a participant's behavior, Eppendorf may claim damages.

### **§ 9 Rejection of the submitted data**

Eppendorf reserves the right to reject submissions by the participants at any time without giving reasons; this refers in particular to data that is morally, ethically, or politically unacceptable.

### **§ 10 Data protection**

Eppendorf uses the participant's personal data for the purposes of administering the contest including, but not limited to, contacting and announcing the winners and fulfilling the award of the prizes (including postage). Eppendorf processes the respective personal data on the basis of Article 6, paragraph 1, point b, of the GDPR. Further information on the use of your personal data can be found at [www.eppendorf.com/gdpr](http://www.eppendorf.com/gdpr).

### **§ 11 Liability**

Through the delivery of the prizes, Eppendorf is free of all legal obligations, provided that an earlier time does not arise from these provisions.

Eppendorf accepts no responsibility for lost, wrongly delivered, damaged, or illegible participant information, errors, omission, interruptions, deletion, defects or delays in sending data, theft or damage, as well as unauthorized access to or changes in participant details, all technical, network, telephone, electronic, computer, internet, hard- and software disruptions, erroneous transmittance or failed receipt of access information due to technical problems, e.g. internet overload, damage to the participant's computer and to any other person due to participation in the contest.

### **§ 12 Rejection of Legal Action / Applicable Law and Jurisdiction / Others**

Legal recourse is prohibited. Exclusively law of the Federal Republic of Germany shall be applicable. Court of Jurisdiction is Hamburg / Germany. If any of these terms are or become invalid, the validity of the remaining terms shall not be affected.

Eppendorf AG

Contact: [socialmedia@eppendorf.de](mailto:socialmedia@eppendorf.de)