

Terms and Conditions “VisioNize® pipette manager OTB01-22“

§ 1 Organizer

The organizer of the “VisioNize® pipette manager OTB01-22“ (in the following "Contest") is Eppendorf SE, Barkhausenweg 1, 22339 Hamburg, Germany, hereinafter referred to as „Eppendorf“.

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

§ 2 Eligibility

(1) Participation in the Contest is free of charge and not linked to a purchase obligation and/or use of services. A purchase or use of services will not improve your chances of winning. 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).

(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 parties 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 15.05.2022 and ends on 31.07.2022

(2) Participation in the Contest is only possible online. To take part in the Contest, participants must send us an email to magazine@eppendorf.com with the answer to the question and with the subject “VisioNize® pipette manager OTB01-22”

(3) The winners will be notified via email within 60 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 who provided the correct answer to the question, one winner will be randomly selected for the first prize. The winner will receive a VisioNize® pipette manager, an Eppendorf Xplorer connect Module and an Eppendorf Xplorer® electronic pipette (Movelt® variant is excluded) of your choice. The winner agrees to be available in a field report in a future issue of Off the Bench and as well on the Eppendorf website.

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

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

- (4) Prizes are non-transferable; they cannot be transferred to another person, but to the winner.
- (5) The delivery will be organized by Eppendorf SE, Hamburg, Germany.
- (6) 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 approximately the same value. The winner will also receive a replacement of approximately the same value, if the original prize is no longer available in the presented design (e.g. due to model change, seasonal limitation etc.). The winner accepts necessary changes of the prize if they are due to causes that are out of control of Eppendorf and/or other 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 is free of charge within Europe. 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 Compliance

The prizes as specified in § 4 are company-initiated benefits based on participation in the Contest.

The winner is responsible for verifying whether he or she is permitted to accept this benefit in accordance with the internal compliance or anti-corruption rules of his or her company. Stricter rules regarding the acceptance of benefits may exist for public officials. These are also responsible for verifying whether or not they may accept this benefit.

Eppendorf has paid tax on the prize and assumes no responsibility for the conformity of the winner's acceptance of the prize with any compliance rules or special obligations as a public official he or she may be subject to.

§ 6 Publication of Winners and Participants

By participating in the Contest, participants explicitly agree that their names (with the last name abbreviated) and their submitted messages are shown via all Eppendorf channels, e.g. Social Media, print brochures, webpages.

§ 7 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 magazine@eppendorf.com

§ 8 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. 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.

§ 9 Premature Termination of 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.

§ 10 Rejection of 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.

§ 11 Data Protection

Eppendorf processes 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 delivery). Eppendorf processes the respective personal data on the basis of Article 6, paragraph 1 b) GDPR. Further information on the use of your personal data can be found at www.eppendorf.com/gdpr.

§ 12 Liability

Upon delivery of the prize, Eppendorf shall be exempted from all obligations, unless an earlier time results 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.

§ 13 Exclusion of Legal Recourse / Applicable Law and Jurisdiction / Invalidity of terms

Legal recourse is excluded. Exclusively the law of the Federal Republic of Germany shall be applicable. Exclusive place of jurisdiction is Hamburg / Germany. In the event that any provision of these terms and conditions is or becomes invalid, either wholly or partly, the validity of the remaining terms and conditions shall not be affected hereby.

Eppendorf SE

Contact: magazine@eppendorf.com