

## **Terms and Conditions for Photo Competition**

### **No Purchase Necessary to Enter or to Win**

Please read these terms and condition (“Terms”) for participation in “The Olympus Image of the Year – Life Science Microscopy Award 2019 Competition” (“Competition”) held by Olympus Corporation (“Olympus”) carefully before entry for Competition. By entering into the Competition, you are agreeing to be bound by these Terms. If you do not agree to these Terms, do not enter into the Competition.

#### **Article 1. Competition Period**

In order to advance technology of microscope imaging, the Competition shall commence on August 1, 2019 and end on January 31, 2020 (“Competition Period”).

#### **Article 2. Eligibility**

This global Competition is open to any person who is at least eighteen (18) years of age or older at the start of the Competition Period, excluding those persons who reside in the province of Quebec, Canada, the country of Cuba, any territory or possession of the United States except for the 50 United States and the District of Columbia, or where prohibited by law. Olympus directors, officers, or employees (including part-time staffs and temporary staffs), including their respective family members, are hereby ineligible for participation in this Competition. Furthermore, a person who is or has any relationship with, a member of any Antisocial Force shall not be qualified to apply for the Competition. (In this provision, the Antisocial Force shall mean an organized crime group, a member of an organized crime group, a related company or association of an organized crime group, or any other person or group engaged or involved in organized crimes.) Each eligible participant entering the Competition shall be referred to herein as “Participant”.

#### **Article 3. Entry Into The Competition**

1) Participant shall submit a “Light Microscopy” photo (“Photo”) by January 31, 2020 through Olympus’s website at [www.olympus-lifescience.com/ioty](http://www.olympus-lifescience.com/ioty) using the entry form provided. Each Participant may submit up to three Photos. If Participant submits more than three Photos, all submissions shall be deemed invalid. Furthermore, Participant shall only use one (1) email address for his/her entry and shall not submit entries under a different name or email address. In these cases, Olympus may reject or

cancel all of Participant's submissions and terminate such person's participation in the Competition. Once Olympus has rejected or cancelled a submission, or terminated the Participant's participation in the Competition, such Participant shall no longer be eligible for entry into the Competition.

2) Participant shall register accurate information of the Participant on the website at [www.olympus-lifescience.com/ioty](http://www.olympus-lifescience.com/ioty). If Participant registers untrue information, the registration based on such information is invalid and Olympus may reject or cancel the submission of such Participant.

3) Upon submission of the own information and Photo(s), Participant shall be deemed entered into the Competition, unless such entry is rejected or cancelled as set forth herein. Participant may cancel his/her submission and participation in the Competition without penalties at any time by contacting Olympus through Olympus's website at [www.Olympus-Lifescience.com](http://www.Olympus-Lifescience.com).

4) Olympus shall be under no obligation to save or store any Photo submitted and may dispose of such Photo at its own discretion.

#### **Article 4. Participant Representations**

1) At the time of submission of an entry by Participant, Participant expresses and warrants that its submission or participation in the Competition does not conflict with any obligations within any contracts between Participant and any third party. Even if Participant or said third party incurs loss or damages by violation of such obligations, Olympus shall not be liable for such loss or damages.

2) Participant warrants that Photo shall not contain any content that violates any law, regulation or orders in United States of America, Japan or any other countries in which such Participant resides or from which such Participant submits Photo ("Laws"), or infringes on copyright, trade secret, intellectual property rights, privacy rights, or other property or personal rights of any third party.

3) Participant shall not submit any Photo, which is created or taken by another person or entity. In the case that Olympus finds Participant submitted a Photo or Photos created by another person or entity, Olympus may disqualify such Participant's participation in the Competition.

4) In consideration of the chance to win one of the high-quality prizes as defined in Article 6, Participant shall grant Olympus a royalty-free, transferable, perpetual, sub-licensable, non-exclusive, irrevocable, worldwide license and right to use, reproduce, modify, adapt, post, publish, perform and display, transmit and distribute Photo in any form, medium, or technology, or social media outlets, now known or later developed without compensation to Participant. The granted rights encompass in particular the right of exploitation, copying, sending, cable broadcast, distribution, modification, public disclosure and public display of the Photo(s) in the context of this Competition as well as for marketing purposes as it relates to Olympus product or services in all forms of use and media, known and not known at the conclusion of this agreement (particularly but not limited to print, slide, scan, internet, social media, lecture, presentation, and television broadcast). This includes the right of duplication and distribution as well as the right to edit and modify as well as to duplication and distribution of such edited and modified images.

5) The chance to win one of the high-quality prizes as defined in Article 6 completely settles the transfer of all rights as agreed upon in Article 4.

#### **Article 5. Judges and Judging Criteria**

1) Olympus shall select 5 to 7 judges with expertise or experience in the field of Light Microscopy or photography to evaluate the Photos based on the criteria set forth herein (each a “Judge” and collectively “Judges”).

2) The Photos shall be judged under two categories, “Scientific Evaluation” and “Artistic Evaluation”, taking into account the following criteria (each a “Criteria” and collectively “Criteria”):

##### **Scientific Evaluation**

Scientific Relevance

Exceptional Sample

Novelty YOF Application

Complexity of Imaging Procedure

##### **Artistic Evaluation**

Colors

Composition/Layout of Image

Artistically Interesting

Topic of Image

3) Each Judge shall give a score between 1 and 10 for the respective Criteria under Scientific Evaluation and Artistic Evaluation for each Photo evaluated.

- 4) The average score between the total of the Scientific Evaluation Score and the Artistic Evaluation Score for the respective Photo shall be the “Final Score” for that Photo.
- 5) The Photo with the highest Final Score shall be deemed the Global Winner.
- 6) In the event of a tie, a Judge shall go through the list of Criteria, one by one, in the following order to determine which Photo scored higher:

Complexity of Imaging Procedure  
Color  
Composition/Layout of Imaging  
Novelty YOF Application  
Topic of Image  
Scientific Relevance

Once the Judge reaches a Criteria where the Photos being evaluated have different scores for such Criteria, the prevailing Photo shall be the Photo that scored the highest in that Criteria. At that point, no further evaluation of the Criteria or Photos is necessary.

- 7) Olympus Judges will select one (1) Global winner from all global Participants (“Global Winner”) based on the Final Score. Additionally, from the remaining Participants (which excludes the Global Winner), Olympus Judges will select one (1) Regional winner from three (3) regions (Asia, Europe, Americas) based on the highest Final Score from Participants in the respective Region (each a “Regional Winner” and collectively “Regional Winners”). Collectively the “Global Winner” and the “Regional Winners” shall be deemed “Winners”. The Global Winner cannot be a Regional Winner.
- 8) After the judging concludes, Olympus will announce Winners on [www.olympus-lifescience.com](http://www.olympus-lifescience.com) website by March 15, 2020. This announcement will include the name, Photo and the region of residence and other information of the Global Winner and Regional Winners. **Participants herewith agree that such information of the Winners will be publicized if he or she is awarded a prize in this**

**Competition.** In addition to the announcement, Olympus will notify the Winners via email sent to their registered email addresses provided with the Photo submission by March 15, 2020. The Winners will be asked to provide their postal addresses to Olympus within one (1) week after the notification. If any Winner does not send his/her postal address within this time frame, his or her award will lapse and Olympus may select a new Global Winner from the Regional Winners, and select a new Regional Winner from the non-winning Participants in such region from which the new Global Winner was selected. In this case, the original Global Winner or Regional Winner, as the case may be, will be disqualified from winning the prize.

**Article 6. Prizes**

1) The Winners will receive the corresponding below listed prizes:

The Global winner (will have a choice from one of the following prizes)	CX43 Microscope with DP27 Digital Camera  OR  UPLXAPO Objectives 4X, 10X, 20X, and 40X * The Global winner may choose between the above two prize options
Each Regional Winner	OM-D E-M5 Mark II Digital Camera with 14-150mm F4.0 – 5.6 II lens kit

2) Notwithstanding the foregoing, if a prize or any portion of the prize cannot be awarded due to circumstances beyond the control of the Olympus, then a substitute prize may be awarded at sole discretion of Olympus. Each prize will be shipped by Olympus to the corresponding Winners by March 31, 2020.

3) It is the responsibility of the Winners to ensure that they provide Olympus with the correct and current contact details, including full name, full postal address and full postcode. The prize will be cancelled or reallocated if it cannot be delivered on the first attempt. Olympus accepts no responsibility for any prize being lost, damaged or delayed.

4) The prize will be awarded to the respective Winners only and shall not be transferable to third parties. The prize cannot be substituted by the Winners for cash or any other alternatives. The Winners are responsible for any risk of loss associated

with the prize or any portion of the prize after it has been delivered.

5) Winners are responsible for all federal, state, provincial and local taxes and all costs and expenses associated with prize acceptance and use not specified herein as being provided.

6) Olympus' decisions and the allocation of the prizes will be final and binding on all the Participants and no correspondence will be entered into in relation to the same. To the fullest extent permitted by law in the respective jurisdiction, recourse to the courts is not permitted.

#### **Article 7. Termination**

1) Olympus may terminate the Competition at any time at Olympus's sole discretion without compensation, where allowed by law. This applies particularly if proper implementation of the Competition cannot be ensured for technical or legal reasons.

2) Olympus may cancel or reject any Participant's submission or participation in the Competition if such Participant violates any Terms, violates any Laws, or Olympus determines that Participant's participation in this Competition is not or no longer appropriate. Olympus will consider all laws and regulation in Participant's geography and make such determinations considering any relevant factors (including local and international laws regarding inducements to Health Care Professionals and Government Officials).

3) Olympus shall not be liable for any damages or losses to Participant in connection with or arising out of termination of the Competition or cancellation or rejection of Participant's submission or participation in the Competition at all.

#### **Article 8. Liability**

1) Any Participant shall indemnify, defend, and hold harmless Olympus from any and all claims, damages, losses, liabilities, costs, and expenses (including without limitation attorney fees) arising out of or in connection with the violation of any Terms or Laws by such Participant.

2) IN NO EVENT SHALL OLYMPUS BE LIABLE TO PARTICIPANT OR ANY

THIRD PARTY WHATSOEVER FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGES FOR LOSS OF THE OPPORTUNITY TO ACQUIRE INTELLECTUAL PROPERTY RIGHT, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE, ARISING OUT OF THIS COMPETITION OR THE SUBMISSION OF THE PHOTO(S) BY PARTICIPANT, EVEN IF OLYMPUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY DOES NOT APPLY TO DAMAGES RESULTING FROM THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF OLYMPUS OR ITS VICARIOUS AGENTS, TO DAMAGES TO LIFE; BODY OR HEALTH OR TO DAMAGES ARISING FROM LOCAL MANDATORY PRODUCT LIABILITY (SUCH AS THE GERMAN ACT ON PRODUCT LIABILITY).

**Article 9. Miscellaneous**

- 1) Nothing in this Agreement will be construed to constitute Olympus and Participant as partners or joint venturers or constitute Participant as an agent or employee of Olympus, nor will any similar relationship be deemed to exist between Olympus and Participant.
  
- 2) From time to time, to the extent allowed by Law, Olympus may modify Terms to reasonably promulgate its modified contents (including without limitation placing its contents in own website). This particularly applies to modifications due to technical or legal reasons. In the case where Participant disagrees with such modification, Participant shall cease to participate in the Competition prior to the execution of the modification. Participant shall be deemed to have agreed to the modified Terms by continuing to participate in the Competition after the execution of such modification(s).
  
- 3) Olympus' privacy policy is applicable to all information submitted by an Entrant in connection with this Competition. Please click here to view the Privacy Policy. (<https://www.olympus-lifescience.com/en/privacy/>)
  
- 4) Terms shall be governed and construed in accordance with the laws of Japan, without regards to any conflict of laws principles.

5) In the event that any dispute or difference arises between Olympus and any Participant, out of or in connection with Competition, Olympus and such Participant shall promptly endeavor to resolve such dispute or difference by mutual discussions. Should such dispute or difference continue to remain unresolved, any such dispute or difference shall be finally resolved by binding arbitration. The arbitration shall be held in Tokyo, Japan in accordance with the rules of the International Chamber of Commerce. The arbitration proceeding shall be conducted in the Japanese language.