

CONTEST OFFICIAL RULES

NO PURCHASE IS NECESSARY TO ENTER THE RARECYTE® CALENDAR IMAGE CONTEST. YOUR CHANCES OF WINNING DO NOT INCREASE WITH A PURCHASE.

The 2025 RareCyte Calendar Image Contest (“Contest”) is void where prohibited. By entering, each entrant accepts and agrees to be bound by these Official Rules and the Terms and Conditions herein. Failure to comply with these Official Rules may result in disqualification.

1. Eligibility: Entrants must be 21 years of age or older as of the date of entry in order to participate in the Contest. The Contest is subject to federal, state, and local laws and regulations and void where prohibited by law. The employees, officers, directors, agents, representatives and independent contractors of the Sponsor, and of the Sponsor’s subsidiaries, affiliates, suppliers, partners, advertising agencies and promotion agencies (collectively “Employees”), as well as members of an Employee’s immediate family and/or those living in the same household of an Employee are ineligible to participate in the Contest. Also ineligible are 1) residents of Cuba, Iran, North Korea, Sudan, Syria or any country subject to U.S. embargo; 2) any persons (including businesses, research institutions, government and private organizations, individuals and other types of legal persons) on the U.S. government’s Denied Persons List, Specially Designated Nationals List, Entity List, Unverified List or any other similar list maintained by the U.S. government or any other government to whose laws the Sponsor, its subsidiaries or affiliated companies, the Contest or such person is subject, and all individuals employed thereby or otherwise associated therewith; and 3) any persons for whom it would be illegal to participate in the Contest or receive Contest benefits as contemplated herein. The Contest is subject to all applicable laws and regulations, and is void where prohibited or where registration, bonding or language translation is required.

2. Sponsorship: The sponsor of the Contest is RareCyte, Inc. (the “Sponsor” or “RareCyte”), located at 2601 Fourth Avenue #500, Seattle, WA 98121. The Sponsor will conduct the Contest substantially as described in these Official Rules.

3. Agreement to Rules: By entering this Contest, the entrant (“You”) agrees to abide by these Official Rules and the Sponsor’s decisions, which are fully and unconditionally binding in all respects. The Sponsor reserves the right to refuse, withdraw, or disqualify any entry at any time at the Sponsor’s sole discretion. By entering this Contest, You represent and warrant that You are eligible to participate based on eligibility requirements explained in these Official Rules. You also agree to accept the decisions of the Sponsor as final and binding as they relate to the Contest.

4. Contest Entry Period: The Contest begins on September 9, 2024 at 8:00 AM EST and ends on November 15, 2024 at 11:59 PM EST (“Entry Period”). To be eligible for the Contest, entries must be received within the specified Entry Period.

5. How to Enter: Eligible entrants can enter the Contest by submitting images that were produced using RareCyte technology (stained using RareCyte reagents, imaged using a RareCyte instrument or analyzed using RareCyte software) on the [RareCyte website](#). Your entry must fully meet all Contest requirements, as specified in the Official Rules, in order for your images to be considered for publication in the 2025 RareCyte Calendar. Incomplete entries or those that do not adhere to

these Official Rules or specifications will be disqualified at the Sponsor's sole discretion. Fraudulent methods of entry or circumvention of the Official Rules may result in the Sponsor invalidating Your entries and removing them from the Contest at the Sponsor's sole discretion.

6. Image Selection and Notification: The Sponsor will determine 14 winning images as of the end of the Entry Period. The Sponsor will notify the image winners by contacting them via email within five business days following selection. The Sponsor is not responsible for nor shall have any liability for the winning image owner's failure to receive notices or provision of incorrect or otherwise non-functioning contact information. If the winning image owner is found ineligible or does not complete and return an executed [Image Declaration and Release form](#) (provided by RareCyte) within the specified timeframe, image publication in the 2025 RareCyte Calendar may be forfeited, and an alternate image winner may be selected. IF THE IMAGE WINNER VIOLATES ANY OF THESE OFFICIAL RULES, THE IMAGE WINNER (AT THE SPONSOR'S SOLE DISCRETION) WILL BE DISQUALIFIED, AND ALL PRIVILEGES AS IMAGE WINNER WILL BE IMMEDIATELY TERMINATED.

7. Rights Granted by You: By submitting an entry (i.e. image) into this Contest, You understand and agree that the Sponsor, any individual acting on the Sponsor's behalf, and the licensees, successors, and assigns of the Sponsor shall, where permitted by law, have the right to print, publish, broadcast, distribute and use in any media known now or hereafter developed, in perpetuity, worldwide, and without limitation, Your entry or entries, name, photo, image, statements about the Contest, and Your biographical information for news, publicity, advertising, promotional purposes, trade, information, and public relations without any further notice, review, consent, compensation, or remuneration. Entries must be original work and not violate anyone's proprietary or intellectual property rights. Entries that infringe upon the intellectual property rights of others will be disqualified. You shall defend or settle against such claims at Your sole expense, and You shall indemnify, defend and hold harmless the Sponsor from any suit, proceeding or other legal action arising from Your entry into this Contest.

8. Terms & Conditions: In its sole discretion, the Sponsor reserves the right to modify, suspend, cancel, or terminate the Contest should non-authorized human intervention, a bug or virus, fraud, or other causes beyond the Sponsor's control, impact or corrupt the security, fairness, proper conduct, or administration of the Contest. The Sponsor, in the event of any of the above issues, may determine the Winners based on all eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsor. Individuals who tamper with or attempt to tamper with the operation or entry process of the Contest or website or violate these Official Rules will be disqualified by the Sponsor in its sole discretion. In its sole discretion, the Sponsor has the right to maintain the integrity of the Contest, to void entries for any reason, including, but not limited to the use of bots, macros, scripts, or other technical means for submission. Attempts to deliberately damage any website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. If any such attempt is made, the Sponsor reserves the right to seek damages to the fullest extent permitted by law.

9. Limitation of Liability: Your entry into the Contest constitutes Your agreement to release and hold harmless the Sponsor and its affiliates, subsidiaries, successors, assigns, officers, directors,

employees, agents and representatives against and from any and all claims, liability, illness, injury, death, litigation, loss, or damages that may occur, directly or indirectly from participation in the Contest and/or

- any type of technical failure
- the unavailability or inaccessibility of any transmissions, phone, or Internet service
- unauthorized intervention in any part of the entry process or the Contest
- electronic error or human error in the Contest administration or the processing of entries

10. Disputes: THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF UNITED STATES OF AMERICA AND THE STATE OF WASHINGTON, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. You agree, as a condition of participating in this Contest, that if any disputes cannot be resolved between You and the Sponsor, and if causes of action arise out of or are connected with this Contest, they shall be individually resolved exclusively before a court located in the State of Washington having jurisdiction, without resorting to any form of class action. Under no circumstances in any such dispute shall You be permitted to obtain awards for, and You hereby waive all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than Your actual out-of-pocket expenses (i.e., costs associated with entering this Contest). You waive all rights to have damages multiplied or increased.

11. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the RareCyte website, https://www.rarecyte.com/pdf/RareCyte_Privacy_Policy.pdf.

For questions or more information, contact:

RareCyte, Inc.

Phone (toll free): 855-727-3298

Email: info@rarecyte.com

Website: www.rarecyte.com/contact-us