

**Official Rules for
2013 Thermo Fisher Scientific Pittcon Sweepstakes (the “Sweepstakes”)**

1. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Void where prohibited or restricted by law.
2. Sweepstakes begins at 9:00 AM Eastern Daylight Time (EDT), March 18, 2013 and ends at 4:15 PM (EDT), March 20, 2013.
3. Sweepstakes is sponsored by Thermo Fisher Scientific Inc., 81 Wyman Street, Waltham, Massachusetts (“Sponsor”).
4. **ELIGIBILITY:**
 - a. **If you are entering the Sweepstakes as an employee on behalf of your employer, or as a contractor or agent of another party, these Official Rules are binding on you, individually, and/or on your company.**
 - b. **You warrant and represent that:**
 - i. you are not a “Health Care Practitioner” or “Health Care Professional”, as defined in the Code of Massachusetts Regulations, 105 CMR 970, or a “healthcare professional” as defined under 18 V.S.A. § 4631;
 - ii. you are not a government official prohibited from receiving gifts equal to the prize value;
 - iii. you are not, either personally or professionally, directly or through members of your household or relatives, negotiating a business or contractual relationship with, have any arrangement concerning prospective employment, or have any financial interest whatsoever in Sponsor or its subsidiaries that could result in a conflict of interest or loss of partiality;
 - iv. you are acting within the scope of your employment or duties, as an employee, contractor, or agent of another party, as applicable; and
 - v. your employer or company has full knowledge of your actions; and
 - vi. your employer or company has consented to your participation in the Sweepstakes, including your potential receipt of a prize; and
 - vii. your actions do not violate your employer’s or company’s policies and procedures.
 - viii. **If any of the above warranties are FALSE – you are not eligible to participate in this Sweepstakes.**
 - c. Sweepstakes open to legal residents of the United States who are 21 years of age or older.
 - d. Employees, officers and directors of Sponsor or exhibitors at Pittcon (as defined below), or their respective affiliated companies or trusted service providers and their respective agencies (advertising, promotion or fulfillment) or legal advisors, and any immediate family members and persons living in the same household of any of the above stated persons, are not eligible to enter or to win prizes.
5. **HOW TO ENTER:** Complete and submit the entry form available at the Sponsor’s booth (#1835) at the Pittsburgh Conference (“Pittcon”), Pennsylvania Convention Center, 1101 Arch St, Philadelphia, PA 19107; or download the entry form online at http://event1.thermoscientific.com/content/CMD_Pittcon_2013_Overview?ca=pittcon and submit the completed form by email at address: analyze@thermofisher.com no later than 4:14:59 PM (EST) on the applicable calendar day of the Sweepstakes. Fax, electronic mail or regular mail entries are ineligible.
 - a. **Limit one (1) entry per person per calendar day during the Sweepstakes.** All entries will be discarded after the drawing each day of the Sweepstakes and will not be valid entry for future drawings. Duplicate entries will be disqualified. Any entry received with incomplete or illegible information will be deemed null and void and the sender will not be entered into the Sweepstakes for a prize.
 - b. **To be valid, eligible entry must be received by Sponsor no later than 4:14:59 PM (EST) on the applicable calendar day of the Sweepstakes. Eligible entries received after 4:14:59 PM (EST) on March 18th or March 19th will be entered into the subsequent day’s drawing, if any.**
 - c. Sponsor will not confirm eligibility, receipt or validity of any entry and no entry will be returned.
 - d. **ENTRY DISCLAIMER:** Sponsor shall not be responsible or liable for incomplete, illegible, misdirected or invalid entries due to transmission errors or corrupted data files or e-mails, including without implied limitation, problems with local or remote hardware, local area or internet connectivity, e-mail servers, firewalls, virus protection software or hardware devices, software monitoring or prevention tools, or any other method used by any party directly or indirectly involved in the transmission or transference of e-mails or monitoring, protecting and otherwise preventing the improper use of computers, networking devices and/or any electronic communication devices.
 - e. **PRIZES: Each winner will receive One (1) Apple® iPad® mini with Wi-Fi 16GB memory with the approximate retail value \$329.00 USD.** A total of three (3) prize(s) may be awarded under this Sweepstakes totaling approximately \$987.00 USD. Limit one (1) prize per person. Winners of prizes on any given day of the Sweepstakes will not be eligible to win prizes on a subsequent day of the Sweepstakes.
 - f. All prizes come with the manufacturer’s standard warranty as described in the prize user documentation. NEITHER SPONSOR NOR ANY OF ITS SUBSIDIARIES, AGENTS OR REPRESENTATIVES NOR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS OR OTHER AFFILIATES (“THERMO FISHER AFFILIATES”) MAKES ANY WARRANTY OR REPRESENTATION WHATSOEVER RELATIVE TO THE QUALITY, CONDITION, FITNESS OR MERCHANTABILITY OF ANY ASPECT OF THE PRIZES.
 - g. **Winner is solely responsible for all activation fees, service fees, income and other taxes and other charges due on prizes.**
 - h. All prizes are non-transferable and cannot be exchanged for cash or discounts on Sponsor products.
 - i. Sponsor reserves the right to substitute any prize for one of equal or greater value in the event a prize is unavailable.

- j. **All winners should seek independent advice regarding eligibility, tax and other liabilities associated with winning a prize.**
 - k. Thermo Fisher Affiliates shall not be responsible for any reason or event that might result in a prize not reaching a winner and no prize will be replaced.
6. **SELECTING AND NOTIFYING A WINNER**
- a. Sponsor, whose decisions are final and binding in all matters related to this Sweepstakes, will conduct **a random drawing held at or about 4:45 PM EST on each calendar day of the Sweepstakes** from and among eligible entries.
 - b. **All entries received after 4:14:59 PM (EST) on March 20, 2013 will be disqualified.**
 - c. Odds of winning a prize depend on the number of valid entries received.
 - d. Winning is contingent upon compliance with all terms and conditions set forth in these Rules.
 - e. Winners will be announced at each daily drawing. If winner is not present, winners will be notified using the phone number and/or email address provided on the winner's entry form. Sponsor shall not be liable for late, lost, misdirected or unsuccessful efforts to notify winners. An invalid phone number or email address that is returned as "undeliverable" will not be contacted again and an alternate winner will immediately be chosen. This action will be final.
 - f. **Within 24 hours of notification, all winners must:**
 - i. acknowledge/claim prize; and
 - ii. provide Sponsor with a valid form of personal identification; and
 - iii. sign and return to Sponsor a release of liability, declaration of eligibility and where lawful, publicity consent agreement for the use of winner's name, voice and/or likeness for the purpose of advertising, trade, or promotion without further compensation, unless prohibited by law.
 - iv. **Failure to complete the above tasks within 24 hours of notification will result in another winner being chosen.** Sponsor can make no exceptions to this rule.
 - g. A Winners List may be available by sending a self-addressed stamped envelope by April 30, 2013 to: WINNERS LIST - "2013 Thermo Fisher Scientific Pittcon Sweepstakes" c/o Thermo Fisher Scientific Inc., 1400 North Pointe Parkway, Suite #10, West Palm Beach, Florida 33407; or posted online for at least thirty (30) days after the drawing at http://event1.thermoscientific.com/content/CMD_Pittcon_2013_Overview?ca=pittcon.
7. **RELEASE AND DISCLAIMERS**
- a. **USE OF YOUR INFORMATION.** By entering this Sweepstakes, you agree and consent that any information you provide upon entering is the exclusive and sole property of and is owned and may be used by Thermo Fisher Scientific Inc. and the Thermo Fisher Affiliates, for their own marketing, internal market research, product development and Sweepstakes administration purposes. The information you submit will not be disclosed to any unaffiliated third parties. **If you do not want your information used in this manner or shared with Thermo Fisher Affiliates, do not enter this Sweepstakes.**
 - b. **NO LIABILITY. BY PARTICIPATING IN THIS SWEEPSTAKES ALL ENTRANTS AGREE THAT THERMO FISHER AFFILIATES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND RESULTING FROM THE ACCEPTANCE, POSSESSION OR USE OF ANY PRIZE OR FROM YOUR PARTICIPATION IN THE SWEEPSTAKES.**
 - c. Sponsor reserves the right in its sole discretion to suspend or terminate the Sweepstakes at any time.
 - d. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prizes.
 - e. Thermo Fisher Affiliates shall not be responsible for any reason or event that might result in a prize not reaching a winner or not being suitable for use by entrant and no prize will be replaced.
8. **DISPUTES:**
- a. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operations of the Sweepstakes is a violation of criminal and civil laws. In response to an attempt, Thermo Fisher Affiliates reserve the right to seek damages from such entrant to the fullest extent permitted by law and to disqualify the entrant from the Sweepstakes.
 - b. This Sweepstakes is subject to U.S. federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, USA, without regard for conflicts of law doctrine. All proceedings shall take place in the federal, state or local courts in Suffolk County, Massachusetts.
9. "Apple" and "iPad" are registered trademarks are marks of Apple Inc. Apple is not a participant or sponsor of this promotion.

Sweepstakes Affidavit of Eligibility, Liability and Publicity Release

I, _____ being duly sworn, say:

I am ____ years of age. My Social Security Number is _____ (required for Tax purposes).

I reside at: _____
(Street Address, City and State- NO PO Box)

I hereby submit this affidavit to Thermo Fisher Scientific Inc. and its affiliates ("Sponsor") with the understanding that Sponsor will rely upon the information here to determine whether I am entitled to receive the Apple® iPad® mini ("Prize") for which my entry was selected by Sponsor as the winner in the 2013 Thermo Fisher Scientific Pittcon Sweepstakes.

I certify and represent that:

- I have complied with all the Official Rules for 2013 Thermo Fisher Scientific Pittcon Sweepstakes and that I did not commit fraud or deception in entering the Sweepstakes or in claiming the Prize.
- I am acting within the scope of my employment and that my employer or principal has full knowledge of and consents to and does not have any policies that prohibit my participation in the Sweepstakes, including my receipt of the Prize.
- I am not, either personally or professionally, directly or through members of my household or family, negotiating a business or contractual relationship with, have any arrangement concerning prospective employment, or have any financial interest whatsoever in Sponsor or its subsidiaries that could result in a conflict of interest or loss of impartiality on my part.
- I am not a "Health Care Practitioner" or "Health Care Professional", as defined in the Code of Massachusetts Regulations, 105 CMR 970, or a "healthcare professional" as defined under 18 V.S.A. § 4631.
- I am not a United States government official prohibited from receiving gifts equal to the Prize value.
- Neither I nor any member of my immediate family is an employee of the Sponsor, its affiliates, subsidiaries or advertising agencies or of any entity specifically excluded in the Official Rules.
- I agree to return to the Sponsor any Prize awarded to me if any statement made by me in this affidavit is false.

I AGREE AND HOLD THE SPONSOR, TOGETHER WITH THEIR AFFILIATES, SUBSIDIARIES OR ADVERTISING OR PROMOTIONS AGENCIES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, LICENSEES AND ASSIGNS HARMLESS AGAINST ALL AND ANY LIABILITY FOR TAXES, PERSONAL INJURY, PROPERTY DAMAGE, DEATH, ILLNESS OR ACCIDENT RESULTING FROM MY WINNING, ACCEPTANCE OF OR USE OF THE PRIZE I RECEIVED IN CONNECTION WITH THIS SWEEPSTAKES.

I ALSO UNDERSTAND THAT SPONSOR IS NOT THE MANUFACTURER OF THE PRIZE AND DOES NOT GUARANTY MY SATISFACTION WITH OR FUNCTION OF THE PRIZE AND I WILL NOT HOLD SPONSOR RESPONSIBLE FOR ANY COSTS ASSOCIATED WITH MY USE OF THE PRIZE OR ANY PRIZE DEFECTS. "Apple" and "iPad" are registered trademarks are marks of Apple Inc. Apple is not a participant or sponsor of this promotion.

I do hereby give Sponsor and its agents and assignees, full permission and authority to use, publish and display my name, voice and photograph or other likeness for advertising or other related purposes in any media without additional compensation (optional for residents of Tennessee).

Home Phone # _____ Bus. Phone # _____

Signed: _____

Signed: _____

(Parent or guardian if above signatory is under age of majority in winner's state of residence*)

SIGNATURE MUST BE NOTARIZED (Do not sign until in presence of Notary)

Sworn to before me this ____ day of _____, 20__.

Notary Public (seal)