23andMe Genetics Image Contest 2014 Official Rules

NO ENTRY FEE. NO PURCHASE OR OBLIGATION NECESSARY TO PLAY OR WIN. VOID WHERE PROHIBITED.

- 1. <u>Eligibility:</u> The 23andMe Genetics Image Contest (the "Contest") is open to legal residents of the U.S., age 18 or older, and have an active email account and Internet access as of the beginning of the Contest period. Employees of 23andMe and its affiliates, subsidiaries, advertising and fulfillment agencies, their immediate family members and persons living in their same household, are not eligible to participate in the Contest. Participation in the Contest constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules ("Official Rules").
- 2. To Enter: To enter, complete the online 23andMe Genetics Image Contest Registration and submit up to three original images, captured by the Contest entrant. Select one or more of the terms from our genetic vocabulary list to be the subject of each respective image. Each image requires a title and a description (50 words or less) of how the subject of the image conveys the selected genetic concept(s). The image can be drawn by hand, photographed, or generated by computer software, but must be the entrant's original work. Images must be in digital format. The images need not be taken with a digital camera; scans of the images in digital format are also acceptable. All digital files must be in JPG, PNG, GIF, or BMP format. The image must not contain defamatory, obscene, provocative, sexually explicit or inappropriate content, in the sole discretion of 23andMe. The image should not infringe on the trademarks or copyrights of any person or entity. Work previously published in print or electronically will not be considered. No limit to the number of entries per person. Images must include the participant's email address. All entries must be received by 23andMe by 11:59 p.m. Pacific Standard Time on November 3, 2014, to be eligible. For any questions about this essay contest, email geneticsimage2014contest@23andme.com
- 3. <u>Selection of Winners:</u> The selection of the finalists (the "Finalists") and winners will be determined by the selection of photos that 23andMe deems 'notable' by the criteria described in the blog post. The number of Finalists is at the discretion of 23andMe and may be changed at any point. The three top finalists will be notified by e-mail (each, a "Winner"). The decisions of the judges will be final.
- **4.** <u>Prizes:</u> Three eligible winners will each receive a \$100 Amazon gift card and a 23andMe T-shirt. Finalists will also receive 23andMe T-shirts. All of the finalists' images will be featured in a future 23andMe blog post. Finalists' images will also be displayed in an exhibition of the images, to be held in Genetics Gallery at the Tech Museum of Innovation in San Jose, as well as included at other events or in promotional materials. The top three student groups or classes with the largest number of participants in the contest will receive \$300 each. The prize must be used to raise awareness of personal genomics through a journal club, a lecture or other learning

events on campus. If you would like 23andMe scientists to talk to students at the campus event via Google Hangout, Skype, or in-person, please email geneticsimage2014contest@23andme.com. 23andMe reserves the right to withhold the \$300 if sufficient documentation evidencing legitimacy of the group cannot be verified. Winners are solely responsible for any and all federal, state, and local taxes that apply to prizes, and must provide appropriate taxpayer identification information to 23andMe for reporting purposes. No cash or other substitution of prizes is permitted, except at the sole option of 23andMe for a prize of equal or greater value. 23andMe will not replace any lost or stolen prizes. Odds of winning depend on the number of eligible entries.

- **5. Notification of Winners:** Winners will be notified by e-mail within five (5) business days of selection, and may be required to sign and return an affidavit of eligibility and publicity/liability release within fourteen (14) days of notification. If a selected Winner cannot be contacted, is ineligible, fails to claim a prize and/or where applicable an affidavit of eligibility and publicity/liability release is not timely received, is incomplete or modified, the prize may be forfeited and an alternate Winner will be selected from remaining valid, eligible entries timely submitted. In the event of a dispute regarding who submitted an entry, the entry will be deemed submitted by the authorized account holder of the e-mail account specified in the entry. "**Authorized account holder"** is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. No automatically generated entries will be accepted.
- 6. **General Rules**: By entering, you agree to be bound by these Official Rules. The Contest is offered by 23andMe, Inc., 1390 Shorebird Way, Mountain View, CA 94043, which is not responsible for incomplete, illegible, or misdirected entries, responses, or other correspondence, whether by e-mail or postal mail or otherwise, or for theft or destruction or unauthorized access or alterations of entry materials, phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures or difficulties. By participating and winning a prize, each Finalist and Winner releases 23andMe, its affiliates, subsidiaries, directors, officers, employees, and agents, from any and all liability with respect to the Contest or the acceptance, possession or use of any prize, including without limitation (i) any condition caused by events beyond 23andMe's control that may cause the Contest to be disrupted or corrupted; (ii) any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Contest; and (iii) any printing or typographical errors in any materials associated with the Contest. 23andMe's decisions in all respects relative to the Contest are final. 23andMe reserves the right, in its sole discretion, to cancel, modify or suspend the Contest in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the Contest is compromised, without liability to the entrant. 23andMe reserves the right to disqualify any winner, as determined by 23andMe in its sole discretion. All federal, state, and local regulations apply.

- 7. <u>Additional Conditions:</u> Except where prohibited, by accepting any prize, each Finalist and Winner consents to the use of his/her name, photo and/or likeness, submitted image(s) and description, biographical information, winning entry and statements attributed to Finalist or Winner (if true) for advertising and promotional purposes without additional compensation. Each Finalist further consents and agrees that his or her submissions will be displayed in an exhibition of the photos to be held in Genetics Gallery at the Tech Museum of Innovation in San Jose, without additional compensation. All submissions become property of 23andMe and none will be acknowledged or returned.
- 8. <u>Winner's List, Official Rules:</u> For a list of prize winners or a copy of these Official Rules, send your request and a stamped, self-addressed envelope to 23andMe Genetics Image Contest, 23andMe, Inc., 1390 Shorebird Way, Mountain View, CA 94043 or (for Winner's list only) send an email message to geneticsimage2014contest@23andme.com with "Genetics Image Contest Winner's list" as the email subject and the applicable month Contest in the body of the e-mail.