



# RheoSense

Simply Precise™

## OFFICIAL RULES

### ***End of the Year Promotion***

NO PURCHASE NECESSARY TO PARTICIPATE OR RECEIVE PRIZES. PURCHASE OR ACCEPTANCE OF A PRODUCT OFFER DOES NOT INCREASE YOUR CHANCES OF WINNING. MULTIPLE SUBMISSIONS WILL BE ACCEPTED.

**How to Enter.** To enter, complete the entry form located at <http://www.RheoSense.com/events/viscoholiday2015>. Then click the submit button on the webpage. Contest begins on December 2, 2015 at 12:00 am EST and ends December 31, 2015 at 11:59 pm EST. By entering this Contest, participants agree to be bound by these Official Rules and the decisions of RheoSense (the "Sponsor") which are final and binding.

**Eligibility.** Participation is limited to legal residents of the United States and Canada who: (a) have reached the age of majority in their state, province, territory or country of residence at the time of entry; (b) are not prohibited by employment, contract or law from participating or receiving a Prize (defined below) in this Contest; (c) are not government employees; (d) are not physicians and do not and their employer does not submit reimbursement claim for patient care services to the government; and (e) have not received a prize from Sponsor in the last twelve (12) months. Residents of jurisdictions where this Contest is prohibited by law or subject to procedures with which Sponsor may not have complied such as, but not limited to, Quebec (Canada), are ineligible to participate in this Contest and shall be ineligible for any Prize awarded in this Contest. Determination of eligibility is at the sole discretion of Sponsor. Void where prohibited by law. The following individuals are not eligible to participate in this Contest: employees and immediate family members of Sponsor and its parent company, affiliates, and subsidiaries, and all agencies, entities and persons engaged in the marketing and/or administration of this Contest.

### ***Three prizes will be awarded:***

The grand prize consists of one *microVISC* Viscometer and a chip module which will be awarded at the end of the Contest (approximate retail value of the Prize: \$8,000 USD). Prize must be accepted as awarded, and cannot be substituted, transferred or assigned. A non-cash Prize is not redeemable for cash. Prize includes one year warranty. Winner is solely responsible for any applicable taxes. Odds of winning Prize depend on the total number of eligible entries received. There is a limit of three Prizes during the Contest. By accepting the prize, the winning participant acknowledges and agrees that the Sponsor may, but is under no obligation to, publish the Application.

Second prize will be awarded to five separate winners for an amount of \$50 to Amazon.

Third prize will be honored to all who provide a referral when submitting their entry which will be a 10% discount on all purchases with RheoSense until January 31, 2016 11:59 pm EST. Discounts are only valid up to \$3,000.

By accepting the prize, the winning participants acknowledge and agree that the Sponsor may, but is under no obligation to, publish the Application.

*Entry Requirements.* In order to be eligible, the entry must meet the following requirements (collectively, the "Entry Requirements"):

- a. The entry must be submitted by those located in the United States and must be in English.
- b. The participant must provide information on the required fields on the form

By participating in the Contest, each participant represents and warrants that: (i) all right, title and interest (including but not limited to copyright) therein and thereto the Application, is exclusively owned and/or controlled by the participant to the full extent necessary to enable the Sponsor to use the Application as contemplated by these Official Rules and the Copyright Assignment and Release (described below); (ii) the Application does not contain any material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the Application is created; (v) the Application does not infringe upon the intellectual property or other statutory or common law rights of any third party (including but not limited to patent, copyright, trademark and privacy rights); (vi) the Sponsor's use and re-use of the Application in accordance with the terms set out herein will not infringe or violate the rights of any third party (including copyright), or require any payment to or consent/permission from any third party; (vii) no rights in or to the Application have been granted, pledged, or assigned to any third party which would interfere with or derogate from the rights granted to the Sponsor hereunder. The Sponsor reserves the right, in its sole discretion, to immediately disqualify, without notice, any and all applications that do not comply with the Entry Requirements set out above, as determined in the Sponsor's sole discretion. Entries shall not be returned to participant for any reason. No communication or correspondence will be exchanged with participants except with the participants selected for a Prize.

*Winner Selection.* The winners will be determined through the following process:

At the end of the Contest Period, the winners will be selected via a random drawing process. Drawings will be announced on Wednesday, January 6, 2016.

*Notification.* Approximately fourteen (14) days following the Contest Period end date, the winners will be randomly selected and will be notified via email, telephone or mail. Potential winners must execute and return an Affidavit of Eligibility and Liability/Publicity Release and a Copyright Assignment and Release within fourteen (14) days of the date of notification or attempted notification. Notification is deemed to have taken place at the time Sponsor contacts a potential winner by email, telephone or mail at the address or phone number provided by the participant at the time of entry. If a potential winner: (a) fails to respond within the stated timeline; (b) refuses to sign an Affidavit of Eligibility and Liability/Publicity Release and a Copyright Assignment and Release in the form provided; or (c) fails to accept the Prize; or if a Prize notification is returned as undeliverable, the potential winner will be disqualified, the Prize will be forfeited in its entirety and an alternate potential winner will be selected from the remaining eligible entries by a process determined by Sponsor in its sole discretion. Winners must warrant that they are not prohibited by employment, contract, or law from entering this Contest or accepting a Prize. Delivery of a Prize requires an email address and full street address (P.O. boxes are not accepted), which may be requested by Sponsor.

*Conditions.* In no event will Sponsor be obligated to award more than the stated number of Prizes. Participants agree that Sponsor and its subsidiaries, and affiliated, related and associated entities, and

each of their respective employees, directors, officers, suppliers, agents, sponsors, promotion agencies and administrators shall not be liable for damages, injuries or losses of any kind resulting in whole or in part, directly or indirectly, from participation in this Contest, or from acceptance and/or use or misuse of a Prize. By participating in this Contest, participants agree, to the full extent allowed by law, to indemnify Sponsor and its subsidiaries, and affiliated, related and associated entities, and each of their respective employees, directors, officers, suppliers, agents, sponsors, promotion agencies and administrators from any claims incurred as a result of such damages, injuries and losses. Sponsor assumes no liability for lost, late, incomplete, inaccurate, undeliverable or misdirected entries, notifications and/or responses, or for any computer, online, software, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. Sponsor is not responsible for damage to any participant's computer system/software related to or resulting from participation or downloading any materials in connection with this Contest. Sponsor assumes no responsibility or liability in the event that this Contest cannot be conducted as planned for any reason whatsoever, including but not limited to reasons beyond the control of Sponsor, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes outside the control of Sponsor which impair or affect the administration, security, fairness, integrity, or proper conduct of this Contest. Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of this Contest.

CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor assumes no responsibility for undeliverable emails resulting from any form of active or passive email filtering by a participant's Internet service provider and/or email client or for insufficient space in participant's email account to receive email. Sponsor makes no warranty, representation, or guarantee, express or implied, in fact or in law, with respect to any Prize, including, without limitation, to such Prize's quality or fitness for a particular purpose. In no event shall Sponsor be liable, whether in contract, tort, warranty, or under any statute or on any other basis for special, incidental, indirect, punitive, multiple or consequential damages sustained by any winner or any other person or entity arising out of Sponsor's performance or failure to perform its obligations relating to the award of a Prize or performance of services, or the possession or use of any product, whether or not foreseeable and whether or not Sponsor is advised of the possibility of such damages, including without limitation damages arising from or related to loss of use, loss of data, downtime, or for loss of revenue, profits, goodwill, or business or other financial loss.

*Privacy and Use of Personal Information.* By participating in this Contest, each participant grants to Sponsor the right to use his/her name, email address ("Personal Information") for the purpose of administering this Contest, including but not limited to contacting the winners. Sponsor will use the participant's Personal Information only for identified purposes, and will protect the participant's Personal Information in a manner that is consistent with Sponsor's privacy policy located online at: [www.RheoSense.com](http://www.RheoSense.com). Termination. Subject to any governmental approval which may be required, Sponsor reserves the right to terminate or suspend this Contest, in whole or in part, and/or amend the Official Rules in any way, at any time, for any reason, without prior notice.

*Winners' List.* To receive an official winners' list, send an email to: [info@RheoSense.com](mailto:info@RheoSense.com).

*Sponsor.* RheoSense, Inc., 2420 Camino Ramon, Suite 240, San Ramon, CA 94583 USA

## DISCLAIMER

NO PURCHASE NECESSARY TO ENTER. Contest begins on December 2, 2015 at 12:00 am EST and ends December 31, 2015 at 11:59 pm EST. Open to legal residents of the US and Canada excluding Quebec (Canada) who have reached the age of majority at time of entry.

Void where prohibited by law. Odds of winning depend on number of eligible entries received.

Sponsor: RheoSense, Inc. Trademarks

The trademarks mentioned herein are the property of RheoSense, Inc.

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