

Polar Bear Bracelet Contest Drawing Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VALID WORLDWIDE EXCEPT FOR RESIDENTS OF CUBA, IRAN, IRAQ, ITALY, LIBYA, LIBERIA, MYANMAR (BURMA), NORTH KOREA, POLAND, QUEBEC, SAUDI ARABIA, SUDAN, SYRIA, UNITED STATES, AND ZIMBABWE. VOID WHERE PROHIBITED BY LAW.

ENTRY IN THIS DRAWING CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

1. **SPONSOR:** The Drawing is sponsored by Sigma-Aldrich Corporation, 3050 Spruce Street, St. Louis, MO 63103 (“Sponsor” or “us”); Attn: Kyle Sjöholm (or by email at: kyle.sjoholm@milliporesigma.com).
2. **BINDING AGREEMENT:** By entering the Polar Bear Bracelet Drawing (“Drawing”), each person submitting or attempting to submit an entry (“Participant”) agrees to be bound by these Official Rules (“Rules”) and the decisions of Sponsor, which are final and binding. Therefore, please read these Rules prior to entry to ensure you understand and agree. You may not submit an entry to the Drawing and are not eligible to receive the Prizes described in these Rules unless you agree to these Rules.
3. **DRAWING PERIOD:** The Drawing begins at 12:01 AM Central Time (“CT”) on February 27, 2023 and ends at 12:00 AM CT on December 31, 2023 11:00 PM CT (“Drawing Period”). PARTICIPANTS ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTION.
4. **ELIGIBILITY:** To be eligible for the Drawing, as of the start of the Drawing Period, Participants must have reached the age of majority in their place of residence and be at least eighteen (18) years old. Drawing is void in Cuba, Iran, Iraq, Italy, Libya, Liberia, Myanmar (Burma), North Korea, Poland, Quebec, Saudi Arabia, Sudan, Syria, United States, Zimbabwe, and where prohibited by law.

The following individuals are not eligible to participate:

- Officials and employees of any local, state, provincial or federal or other government or government agency;
- Employees of the Sponsor or its affiliates and their immediate family and household members;
- Healthcare professionals (HCPs) and employees of healthcare organizations (HCOs); and
- Employees of academic institutions located in or providing services in Vermont.

If you are acting within the scope of your employment, as an employee, contractor, or agent of another party, you warrant that such party has full knowledge of your actions and has consented thereto. You further warrant that your actions do not violate your employer or company’s policies and procedures.

5. **HOW TO ENTER:** NO PURCHASE NECESSARY TO ENTER OR WIN. In order to enter, Participants should go to the Drawing website at <https://www.sigmaaldrich.com/life-science/avanti-lipids/polar-bear-adoption.html> to complete and submit the form and the additional registration information required for

participation. All entries must be received online, through the online submission system, on or before the end of the Drawing Period.

All entries will be deemed made by the authorized account holder of the e-mail account used to submit the entry, and the potential winner may be required to show proof of being the authorized account holder for that e-mail account. The "authorized account holder" is the natural person assigned to the e-mail account by the e-mail administrator at the time of account creation.

LIMIT ONE (1) ENTRY PER PERSON. Subsequent entries will be disqualified. Entries become the sole property of the Sponsor. Entries are void if they are in whole or part unintelligible, incomplete, damaged, altered, counterfeit, obtained through fraud, or late.

6. **WINNER SELECTION & NOTIFICATION:** Sponsor will select (a) five (5) potential winners for the Bracelet Prize each month on or around the last day of the month. The winners will be chosen from random drawings from all received entries, except if fewer than fifty-five entries are received in a month. Potential winners will be notified by mail, e-mail, and/or telephone. If any potential winner fails to respond to Sponsor's notification within thirty (30) calendar days, Sponsor reserves the right to choose a different potential winner based upon the same criteria listed above. In the event that no entries are received, no prizes will be awarded. Determinations of Sponsor are final and binding.
7. **PRIZES:** Five (5) potential winners each month will each receive one (1) Oscar polar bear adoption (the "Bracelet Prize"). The retail value of the Bracelet Prize is \$16.95 USD. Odds of winning depend on number of eligible entries received. Only five (5) total Bracelet Prizes each month will be awarded. No transfer, substitutions or cash equivalent for any Prize will be allowed, except at Sponsor's sole discretion. Sponsor reserves the right to substitute a Prize, in whole or in part, of equal or greater monetary value if a Prize cannot be awarded, in whole or in part, as described for any reason. The Sponsor and its affiliates make no other warranties or representations whatsoever relative to the quality, conditions, fitness or merchantability of any aspects of any Prize that is awarded. Winner is solely responsible for all service fees, taxes and other charges due on any Prize. The Sponsor shall be responsible for shipping and handling charges related to delivery of the Prizes to the winners.
8. **TAXES:** ALL TAXES IMPOSED ON THE PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. To receive a Prize, potential winners must submit the tax documentation requested by Sponsor or otherwise required by applicable law, to Sponsor or the relevant tax authority, all as determined by applicable law. The potential winner is responsible for ensuring that (s)he complies with all the applicable tax laws and filing requirements. If a potential winner fails to provide such documentation or comply with such laws, the Prize may be forfeited and Sponsor may, in its sole discretion, select an alternative potential winner.

9. **GENERAL CONDITIONS:** All federal, state and local laws and regulations apply. The Sponsor reserves the right at its sole discretion to disqualify individuals who violate these Rules, misrepresent themselves or provide misleading information to the Sponsor. Sponsor further reserves the right to disqualify any Participant who tampers with the submission process or any other part of the Drawing. Any attempt by a Participant to deliberately damage any web site or undermine the legitimate operation of the Drawing is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such Participant to the fullest extent of the applicable law. Participants agree to be bound by the decisions of the Sponsor.
10. **PRIVACY:** Participants agree that personal data including, but not limited to, name, mailing address, phone number, and email address ("Personal Information") may be collected, processed, stored and otherwise used by the Sponsor, or any party authorized by them for the purposes of conducting and administering the Drawing, including its affiliates. This Personal Information may also be used by Sponsor or any party authorized by them, including its affiliates, to verify a Participant's identity, postal address and telephone number in the event a Participant qualifies for any applicable Prize as well as to deliver the applicable Prize.

Participants further agree that their Personal Information may be used to fulfill additional terms of the Drawing or to contact the Participant in response to a question submitted by such Participant or regarding Sponsor's products or services that may be of interest to Participants.

This Personal Information may also be shared by the Sponsor or any party authorized by them with any third-party for the purposes of fulfilling the terms of this Drawing or another service that you have requested, to support the Sponsor's business, to comply with the law or in the good faith belief that such action is necessary in order to conform to the requirements of law or comply with legal process served on Sponsor, and to protect and defend Sponsor's rights or property. Participants understand and agree that this may mean that their Personal Information is transmitted, processed or stored in the United States. Note that we may share this Personal Information with our agents located in our various offices throughout the world. Some of those offices may be in countries with data protection laws different than those established under Participants' national, state, provincial or local law.

For residents of the European Union: Pursuant to EU law pertaining to data collection and processing, Participants are informed that:

- The data controller is Sponsor and the data recipients are Sponsor and its affiliates and agents;
- Participant Personal Information is collected for purposes of administration of the Drawing;
- Participants have a right of access to and withdrawal of their Personal Information. Participants also have a right of opposition to the data collection, under certain circumstances. To exercise such right, Participants may write to:
Sigma-Aldrich Corporation

Attn: Kyle Sjolholm
2909 Laclede Ave.
St. Louis, MO 63103
Or by e-mail at: kyle.sjolholm@milliporesigma.com

- Participant Personal Information will be transferred to the U.S.

The Participants can obtain a copy of the Rules at no charge by sending a request to:

Sigma-Aldrich Corporation
Attn: Kyle Sjolholm
2909 Laclede Ave.
St. Louis, MO 63103
Or by e-mail at: kyle.sjolholm@milliporesigma.com

10. **RIGHT TO CANCEL, MODIFY, OR DISQUALIFY:** If for any reason the Drawing or any portion of the Drawing is not capable of running as planned due to technical or administrative problems, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond Sponsor's reasonable control which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Drawing, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Drawing or any portion of the Drawing.
11. **LIMITATION OF LIABILITY:** IN NO EVENT SHALL THE SPONSOR OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, INCURRED BY PARTICIPANTS OR ANY THIRD PARTY, WHETHER BASED ON WARRANTY OR IN CONTRACT, TORT, OR OTHER LEGAL THEORY, AND WHETHER OR NOT ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES, ARISING FROM THE DRAWING, PRIZE OR USE OF A PRIZE, EVEN IF THE SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The Sponsor is not responsible and shall not be liable for late or lost entries, whether caused by web site users or by any of the equipment or programming associated with or utilized in the Drawing and assumes no responsibility for any computer, telephone, cable, network, electronic or internet hardware or software malfunctions, failures, connections, availability or intervention, error, omission, interruption, detection, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the web site.

By accepting a Prize, the winner agrees to release and hold harmless the Sponsor, its affiliates and agents from any and all liability, loss or damages arising from or in connection with awarding, receipt and/or use of a Prize or participation in Prize-related activities, and they shall have no liability for any injury, misfortune, or damage to either persons or property incurred by entering, participating in or

winning this Drawing.

Participants agree that the Sponsor shall have no liability for unsuccessful efforts to notify any potential winner, or for any injuries, losses, or damages by reason of the Participant's participation in the Drawing or use of the Prize.

12. **IN CASE OF DISPUTES:** The Sponsor will interpret these Rules and resolve any disputes, conflicting claims or ambiguities concerning the Rules, and the Sponsor's decisions shall be final. If any provision of these Rules is found to be invalid by any court having competent jurisdiction the invalidity of such provision shall not affect the validity of the remaining provisions of these rules, which shall remain in full force and effect. The Sponsor reserves the right to modify or terminate the Drawing or to make such other decisions regarding the administration or outcome as the Sponsor deems appropriate. All decisions by the Sponsor are final.

13. **FORUM AND RECOURSE TO JUDICIAL PROCEDURES:** Except where prohibited, participant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Promotion, these Rules, or any prize awarded shall be submitted to the alternative dispute resolution service, JAMS, for binding arbitration under its rules then in effect in the Boston, Massachusetts area, without resort to any form of class action, and determined by one (1) arbitrator to be mutually agreed upon by both parties, with the parties agreeing to share equally in the arbitration costs; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Massachusetts or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts.