Molecular Vortex Drawing

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN ONLY TO LEGAL RESIDENTS OF EUROPE. VOID WHERE PROHIBITED BY LAW.

1. SPONSOR: Sigma-Aldrich Chemie GmbH ("Sponsor"), Riedstrasse 2, 89555 Steinheim Germany.

2. TERM: The entry period for the Molecular Vortex Drawing ("Drawing") begins on July 9th, 2019 at 7:00 a.m. Central European Time ("CET") and ends on August 5th, 2019 5:00 p.m. CET (the "Promotion Period"). Sponsor is the official timekeeper for the Drawing.

3. ELIGIBILITY: To be eligible for the Drawing, as of the start of the Promotion Period, Participants must (i) have reached the age of majority in their place of residence and be at least eighteen (18) years old; (ii) have internet access; and (iii) legal resident of Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Israel, Italy, Luxembourg, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland, United Kingdom . Drawing is void outside of listed countries. The following individuals are not eligible to participate: (i) employees of Sponsor or its affiliates and their immediate family and household members; (ii) healthcare professionals ("HCPs") and employees of healthcare organizations ("HCOs"); and (iii) government officials or government employees.

If you are entering the Drawing on behalf of your employer, these rules are binding on you, individually, and/or your company. 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.

4. TO ENTER: To enter, submit a registration form online. LIMIT (1) ENTRY PER PERSON DURING THE PROMOTION PERIOD. Subsequent entries will be disqualified. Sponsor is not and will not be liable or responsible for lost, late, misdirected, damaged, illegible, or incorrect entries. ODDS OF WINNING DEPEND ON THE NUMBER OF ELIGIBLE ENTRIES. Entries become the sole property of the Sponsor.

5. WINNER SELECTION AND NOTIFICATION: One (1) potential winner will be selected in a random drawing from among all eligible entries two days after closing the game. The potential winner will be notified by e-mail at the e-mail address or by phone at the phone number specified at the time of entry. Potential winner must respond by return e-mail or phone call and accept the prize within thirty (30) calendar days. If any potential winner does not accept the prize by that date/time, such original potential winner shall be deemed to have forfeited the prize and the Sponsor shall conduct another random drawing to select another winner. If you are selected as a potential winner, you may be required to sign a release in order to receive your prize.
6. PRIZE: One (1) potential winner will receive one (1) prize. The prize is a GIANT Microbes® Soft Toy. Approximate retail value (“ARV”) of one (1) prize is <$20EUR. Prize is not transferable and must be accepted as awarded, with no substitutions of any kind, except by the Sponsor, which reserves the right to substitute any of the prizes (or any portions thereof) with one of comparable or greater value, at its sole discretion. All federal, state, and local taxes, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided are the potential winner’s responsibility. All prize details are at the Sponsor’s sole discretion. Each prize comes with the standard warranty as described in the prize documentation. Sponsor makes no other warranties or representations whatsoever relative to the quality, conditions, fitness or merchantability of any aspects of any of the prizes that is awarded. Sponsor shall be responsible for shipping and handling charges related to delivery of the prize.

7. 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 Contest, 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 Contest 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 Contest 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 Contest;
- 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 Chemie GmbH
Attn: Susanne Faulhaber-Haag
Riedstrasse 2
89555 Steinheim Germany
Participant Personal Information will be transferred to the U.S.

8. LIMITATION AND RELEASE 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 ENTRANTS 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. 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 this Drawing, 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.

9. RIGHT TO CANCEL, MODIFY, OR DISQUALIFY: The Sponsor reserves the right in its sole discretion to modify these rules and/or cancel the Drawing at any time without notice. Entrants agree that the Sponsor shall have no liability for unsuccessful efforts to notify any winning entrant, or for any injuries, losses, or damages by reason of the entrant’s participation in the Drawing or use of the prize.

10. 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 entrant who tampers with the submission process or any other part of the Drawing. Any attempt by an entrant to deliberately 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 entrant to the fullest extent of the applicable law. Entrants agree to be bound by the decisions of the Sponsor. The Sponsor will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the official rules. If any provision of these official 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.

11. GOVERNING LAW: This Drawing is governed by the laws of the Germany, and all entrants agree to personal jurisdiction and venue in Frankfurt, Germany for the resolution of all actions, litigation, claims and disputes, and agree that all actions, litigation, claims and disputes shall be brought in a court with competent jurisdiction in Frankfurt, Germany.

The life science business of Merck KGaA, Darmstadt, Germany operates as MilliporeSigma in the U.S. and Canada.