

## **Terms and Conditions for Photo / Video Competition**

### **No Purchase Necessary to Enter or to Win**

Please read these terms and conditions (“Terms”) for participation in “Evident Image of the Year –the Fifth Scientific Microscopy Award Competition” (“Competition”) held by Evident Corporation (“Evident”) carefully before entry for Competition. By entering into the Competition, you are agreeing to be bound by these Terms. If you do not agree to these Terms, do not enter into the Competition.

#### **Article 1. Competition Period**

In order to advance the technology of microscope imaging, the Competition shall commence on February 15, 2024 at 12:00 p.m. Eastern Standard Time (“EST”) and end on April 30, 2024 at 12:00 p.m. EST (“Competition Period”).

#### **Article 2. Eligibility**

This global Competition is open to any person who is at least eighteen (18) years of age or older at the start of the Competition Period, excluding those persons who reside in the province of Quebec, Canada, the country of Cuba, any territory or possession of the United States except for the 50 United States and the District of Columbia, or where prohibited by law. Evident and its Affiliate’s directors, officers, or employees (including part-time staffs and temporary staffs), including their respective family members, are hereby ineligible for participation in this Competition. Furthermore, a person who is or has any relationship with a member of any Antisocial Force shall not be qualified to apply for the Competition. (In this provision, the Antisocial Force shall mean an organized crime group, a member of an organized crime group, a related company or association of an organized crime group, or any other person or group engaged or involved in organized crimes.) Each eligible participant entering the Competition shall be referred to herein as “Participant”. “Affiliate” shall mean a corporation, company or other entity, foreign or domestic, that controls or is controlled by or is under common control with Evident hereto.

#### **Article 3. Entry Into the Competition**

1) Participant shall submit a “Light Microscopy” photo (“Photo”) or a “Light Microscopy” video (“Video”) by April 30, 2024 through Evident’s website at [www.olympus-lifescience.com/ioty](http://www.olympus-lifescience.com/ioty) using the entry form provided. Each Participant may

submit up to three Photos and up to three Videos. If Participant submits more than three Photos or three Videos, all submissions shall be deemed invalid. Furthermore, Participant shall only use one (1) email address for the person's entry and shall not submit entries under a different name or email address. In these cases, Evident may reject or cancel all of Participant's submissions and terminate such person's participation in the Competition. Once Evident has rejected or cancelled a submission, or terminated the Participant's participation in the Competition, such Participant shall no longer be eligible for entry into the Competition.

2) Participant shall register accurate information of the Participant on the website at [www.olympus-lifescience.com/ioty](http://www.olympus-lifescience.com/ioty). If Participant registers untrue information, the registration based on such information is invalid and Evident may reject or cancel the submission of such Participant.

3) Upon submission of the own information and Photo(s) and Video(s), Participant shall be deemed entered into the Competition, unless such entry is rejected or cancelled as set forth herein. Participant may cancel submission and participation in the Competition without penalties at any time by contacting Evident through Evident's website at [www.Olympus-Lifescience.com](http://www.Olympus-Lifescience.com).

4) Evident shall be under no obligation to save or store any Photo and Video submitted and may dispose of such Photo and Video at its own discretion.

5) Upon submission of the own information and Photo(s) and Video(s), Participant shall be deemed to agree to receive newsletters from Evident or its Affiliates..

#### **Article 4. Participant Representations**

1) At the time of submission of an entry by Participant, Participant expresses and warrants that its submission or participation in the Competition does not conflict with any obligations within any contracts between Participant and any third party. Even if Participant or said third party incurs loss or damages by violation of such obligations, Evident shall not be liable for such loss or damages.

2) Participant warrants that Photo and Video shall not contain any content that violates any law, regulation or orders in United States of America, Japan or any other

countries in which such Participant resides or from which such Participant submits Photo and Videos (“Laws”), or infringes on copyright, trade secret, intellectual property rights, privacy rights, or other property or personal rights of any third party.

3) Participant shall not submit any Photo and Video, which is created or taken by another person or entity. In the case that Evident finds Participant submitted a Photo or Videos created by another person or entity, Evident may disqualify such Participant’s participation in the Competition.

4) In consideration of the chance to win one of the high-quality prizes as defined in Article 6, Participant shall grant Evident a royalty-free, transferable, perpetual, sub-licensable, non-exclusive, irrevocable, worldwide license and right to use, reproduce, modify, adapt, post, publish, perform and display, transmit and distribute Photo and Videos in any form, medium, or technology, or social media outlets, now known or later developed without compensation to Participant. The granted rights encompass in particular the right of exploitation, copying, sending, cable broadcast, distribution, modification, public disclosure and public display of the Photo(s) and Video(s) in the context of this Competition as well as for marketing purposes as it relates to Evident product or services in all forms of use and media, known and not known at the conclusion of this agreement (particularly but not limited to print, slide, scan, internet, social media, lecture, presentation, and television broadcast). This includes the right of duplication and distribution as well as the right to edit and modify as well as to duplication and distribution of such edited and modified images.

5) The chance to win one of the high-quality prizes as defined in Article 6 completely settles the transfer of all rights as agreed upon in Article 4.

#### **Article 5. Judges and Judging Criteria**

1) Evident shall select 5 to 8 judges with expertise or experience in the field of Light Microscopy or photography and videography to evaluate the Photos and Videos based on the criteria set forth herein (each a “Judge” and collectively “Judges”).

2) The Photos and Videos shall be judged under two categories, “Scientific Evaluation” and “Artistic Evaluation”, taking into account the following criteria (each a “Criterion” and collectively “Criteria”):

**Scientific Evaluation**

Scientific Relevance  
Exceptional Sample  
Novelty of Application  
Complexity of Imaging Procedure

**Artistic Evaluation**

Colors  
Composition/Layout of Image  
Artistically Interesting  
Topic of Image

- 3) Each Judge shall give a score between 1 and 10 for the respective Criteria under Scientific Evaluation and Artistic Evaluation for each Photo and Video evaluated.
- 4) The average score between the total of the Scientific Evaluation Score and the Artistic Evaluation Score for the respective Photo and Video shall be the “Final Score” for that Photo and Video.
- 5) The Photo and Video with the highest Final Score shall be deemed the Global Winner.
- 6) In the event of a tie, a Judge shall go through the list of Criteria, one by one, in the following order to determine which Photo and Video scored higher:

Complexity of Imaging Procedure  
Colors  
Composition/Layout of Imaging  
Novelty of Application  
Topic of Image  
Scientific Relevance

Once the Judge reaches a Criteria where the Photos and Videos being evaluated have different scores for such Criteria, the prevailing Photo and Videos shall be the Photo and Videos that scored the highest in that Criteria. At that point, no further evaluation of the Criteria or Photos and Videos is necessary.

- 7) Evident Judges will select one (1) Global photo winner (“Global Photo Winner”) and one (1) Global video winner (“Global Video Winner”) and one (1) Materials Science and Engineering category winner (“Materials Science Winner”) from all global Participants based on the Final Score. Additionally, from the remaining

Participants (which excludes the Global Photo Winner, Global Video Winner and Materials Science Winner) entered to the Competition, Evident Judges will select one (1) Regional winner from three (3) regions (Asia, Europe, Americas) for the Competition based on the highest Final Score from Participants in the respective Region (each a “Regional Winner” and collectively “Regional Winners”). Collectively the “Global Photo Winner”, “Global Video Winner”, “Materials Science Winner”, and the “Regional Winners” shall be deemed “Winners”. The Global Photo Winner, Global Video Winner, and Materials Science Winner cannot be a Regional Winner.

8) After the judging concludes, Evident will announce Winners on [www.olympus-lifescience.com](http://www.olympus-lifescience.com) website at around October, 2024. This announcement will include the name, Photo and Video and the region of residence and other information of the Global Photo Winner, Global Video Winner, Materials Science Winner, and Regional Winners. **Participants herewith agree that such information of the Winners will be publicized if the person is awarded a prize in this Competition.** In addition to the announcement, Evident will notify the Winners via email sent to their registered email addresses provided with the Photo and Video submission by the middle of August, 2024. The Winners will be asked to provide their postal addresses to Evident within one (1) week after the notification. If any Winner does not send the postal address within this time frame, the winner’s award will lapse and Evident may select a new Global Photo Winner or a Materials Science Winner from the Regional Winners, and select a new Regional Winner from the non-winning Participants in such region from which the new Global Photo Winner or Materials Science Winner were selected. If a Global Video Winner does not send the postal address within this time frame, the winner’s award will lapse and Evident may select a new Global Video Winner from the non-winning Participants. In this case, the original Global Photo Winner, Global Video Winner, Materials Science Winner or Regional Winner, as the case may be, will be disqualified from winning the prize.

**Article 6. Prizes**

1) The Winners will receive the corresponding below listed prizes:

The Global Photo Winner	SZX7 Microscope with DP23 Digital Camera (US Retail Price of USD \$14,623.00)  OR
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	<p>UPLXAPO Objectives 4X, 10X, 20X, and 40X (US Retail Price of USD \$13,300.00)</p> <p>* The Global winner may choose between the above two prize options</p>
<p>The Global Video Winner and Each Regional Winner</p>	<p>CX23 Microscope (US Retail Price of USD \$2,157.00)</p> <p>OR</p> <p>SZ61 Microscope (US Retail Price of USD \$4,271.00)</p> <p>* The Global Winner and Regional winners may choose between the above two prize options</p>
<p>Materials Science Winner</p>	<p>SZ61 Microscope (US Retail Price of USD \$4,271.00)</p>

2) Notwithstanding the foregoing, if a prize or any portion of the prize cannot be awarded due to circumstances beyond the control of Evident, then a substitute prize may be awarded at the sole discretion of Evident. Each prize will be shipped by Evident to the corresponding Winners by October 31, 2024.

3) It is the responsibility of the Winners to ensure that they provide Evident with the correct and current contact details, including full name, full postal address, and full postcode. The prize will be cancelled or reallocated if it cannot be delivered on the first attempt. Evident accepts no responsibility for any prize being lost, damaged, or delayed.

4) The prize will be awarded to the respective Winners only and shall not be transferable to third parties. The prize cannot be substituted by the Winners for cash or any other alternatives. The Winners are responsible for any risk of loss associated with the prize or any portion of the prize after it has been delivered.

5) Winners are responsible for all federal, state, provincial, and local taxes and all costs and expenses associated with prize acceptance and use not specified herein as being provided.

6) Evident's decisions and the allocation of the prizes will be final and binding on all the Participants and no correspondence will be entered into in relation to the same. To the fullest extent permitted by law in the respective jurisdiction, recourse to the courts is not permitted.

#### **Article 7. Termination**

1) Evident may terminate the Competition at any time at Evident's sole discretion without compensation, where allowed by law. This applies particularly if proper implementation of the Competition cannot be ensured for technical or legal reasons.

2) Evident may cancel or reject any Participant's submission or participation in the Competition if such Participant violates any Terms, violates any Laws, or Evident determines that Participant's participation in this Competition is not or no longer appropriate. Evident will consider all laws and regulation in Participant's geography and make such determinations considering any relevant factors (including local and international laws regarding inducements to Health Care Professionals and Government Officials).

3) Evident shall not be liable for any damages or losses to Participant in connection with or arising out of termination of the Competition or cancellation or rejection of Participant's submission or participation in the Competition at all.

#### **Article 8. Liability**

1) Any Participant shall indemnify, defend, and hold harmless Evident from any and all claims, damages, losses, liabilities, costs, and expenses (including without limitation attorney fees) arising out of or in connection with the violation of any Terms or Laws by such Participant.

2) IN NO EVENT SHALL EVIDENT BE LIABLE TO PARTICIPANT OR ANY THIRD PARTY WHATSOEVER FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGES FOR LOSS OF THE OPPORTUNITY TO ACQUIRE INTELLECTUAL PROPERTY RIGHT, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE, ARISING

OUT OF THIS COMPETITION OR THE SUBMISSION OF THE PHOTO(S) AND VIDEO(S) BY PARTICIPANT, EVEN IF EVIDENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY DOES NOT APPLY TO DAMAGES RESULTING FROM THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF EVIDENT OR ITS VICARIOUS AGENTS, TO DAMAGES TO LIFE; BODY OR HEALTH OR TO DAMAGES ARISING FROM LOCAL MANDATORY PRODUCT LIABILITY (SUCH AS THE GERMAN ACT ON PRODUCT LIABILITY).

**Article 9. Miscellaneous**

- 1) Nothing in this Agreement will be construed to constitute Evident and Participant as partners or joint venturers or constitute Participant as an agent or employee of Evident, nor will any similar relationship be deemed to exist between Evident and Participant.
  
- 2) From time to time, to the extent allowed by Law, Evident may modify Terms to reasonably promulgate its modified contents (including without limitation placing its contents in own website). This particularly applies to modifications due to technical or legal reasons. In the case where Participant disagrees with such modification, Participant shall cease to participate in the Competition prior to the execution of the modification. Participant shall be deemed to have agreed to the modified Terms by continuing to participate in the Competition after the execution of such modification(s).
  
- 3) Evident's privacy policy is applicable to all information submitted by an Entrant in connection with this Competition. Please click here to view the Privacy Policy. (<https://www.olympus-lifescience.com/en/privacy/>)
  
- 4) Terms shall be governed and construed in accordance with the laws of Japan, without regards to any conflict of laws principles.
  
- 5) In the event that any dispute or difference arises between Evident and any Participant, out of or in connection with Competition, Evident and such Participant shall promptly endeavor to resolve such dispute or difference by mutual discussions. Should such dispute or difference continue to remain unresolved, any such dispute or difference shall be finally resolved by binding arbitration. The arbitration shall be held in Tokyo, Japan in accordance with the rules of the International Chamber of



Commerce. The arbitration proceeding shall be conducted in the Japanese language.