

Design a Process Requiring an “Ideal Vacuum Modular High Vacuum Chamber”

THERE IS NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN THIS CONTEST.

THIS CONTEST IS SUBJECT TO THESE OFFICIAL RULES AND ALL APPLICABLE LAWS. BY ENTERING THIS CONTEST, EACH PARTICIPANT AGREES TO BE BOUND BY THESE OFFICIAL RULES, AS WELL AS THE DECISIONS OF IDEAL VACUUM PRODUCTS, WHICH ARE FINAL AND BINDING IN ALL RESPECTS. IF YOU CANNOT AGREE TO THESE OFFICIAL RULES, YOU CANNOT PARTICIPATE IN THIS CONTEST.

- 1. THE CONTEST.** The Ideal Vacuum Process Design Contest: Design a Process Requiring an Ideal Vacuum Modular High Vacuum Chamber (the “Contest”) is offered by Ideal Vacuum Products Inc. (“IVP”) to encourage academic scientists, engineers, and students to design a high vacuum process, experiment, or other laboratory scenario in which having an Ideal Vacuum Products modular vacuum chamber would be critical and describe how having this technology would improve your future experimental set-ups. Eligible participants in this Contest may complete a registration/application form, complete and submit a design statement (each such application, design statement and the accompanying registration form, an “Entry”), to our panel of judges for a chance to win one of the prizes described below, all as set forth in these Official Rules. **THERE IS NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.** This Contest is a pure skill competition with no (zero) element of chance. The odds of winning a prize depend on the number of Designs received and the relative strength of each Entry as determined by the Reviewers applying the evaluation criteria set forth in these Official Rules.
- 2. WHO IS ELIGIBLE.** The Contest is open to individuals and teams of individuals who: (a) are affiliated with an academic institution (b) have agreed to these Official Rules; (c) do not reside in an Excluded Jurisdiction (as defined below); and (d) are not an employee of IVP or its affiliates (collectively, the “Sponsors”), or of their respective parents, affiliates, subsidiaries, advertising and promotion agencies, or a person involved in the development, promotion, marketing, advertising, administration or judging of this Contest (collectively, the “Contest Parties”), or the immediate family members and household members of such employees, each of whom are not eligible to enter or win. For purposes of this Contest, “immediate family members” means parent, child, sibling, grandparent, or grandchild. Each eligible person or entity that enters this Contest will be referred to in these Official Rules as a “Participant.”
- 3. EXCLUDED JURISDICTIONS.** This Contest is void in, and not open to (a) residents of Cuba, Iran, Syria, North Korea, Sudan, and Myanmar, (b) any person or entity that is restricted by U.S. export control laws or sanctions, and (c) residents, citizens or nationals of any other nation, state, province, or territory where it is void or restricted by law. It is the responsibility of Participants to determine if they reside in or are a citizen or national of a jurisdiction where this Contest is prohibited or restricted. Collectively these jurisdictions are referred to as the “Excluded Jurisdictions.”
- 4. AGREEING TO THESE RULES.** As a condition to entering this Contest and receipt of any prize, each Participant must accept and agree to these Official Rules, which becomes a binding legal agreement between Participant and IVP.

For any academic entity, entering this Contest as a Participant, the individual acting on behalf of such Academic Entity in connection herewith represents and warrants he/she has the right, power and authority to enter the Contest and agree to these Official Rules on behalf of such Academic Entity, and these Official Rules will be binding on the Academic Entity as the Participant. In addition, the Academic Entity and each person participating on behalf of the Academic Entity must be eligible to enter this Content. IVP reserves the right to disqualify the Academic Entity if such

eligibility is not demonstrated and maintained to IVP's satisfaction. Each Academic Entity entering this Contest as a Participant, and each individual acting on behalf of such Academic Entity in connection herewith, understands and acknowledges that any prize that may be awarded would be awarded to the Academic Entity, and not to any individual person, and the Academic Entity will be responsible for designating an officer or other person with authority to comply with all requirements specified by IVP for the award of that prize to the Academic Entity, including, but not limited to, supplying any required tax information.

If a team of individuals (as part of an Academic Entity) is entering this Contest as a team Participant, then each member of such team must agree and accept these Official Rules in the manner specified by IVP and each member of the team must be eligible to enter this Contest. IVP reserves the right to disqualify either an individual member or the entire team if such eligibility is not demonstrated and maintained by any one or more members of the team. Each individual that is part of a team Participant understands and agrees that they are jointly and severally liable for the acts and omissions of the team. Once a team has registered as a Participant, the team may not add, remove or substitute members during the Contest. If a prize is awarded to the team, the team members must agree upon the method and allocation of payment before the prize will be issued. In the event such agreement cannot be reached, IVP reserves the right to disqualify that team and select another winner.

5. LANGUAGE. The Official Rules are written in the English language and Participants agree that the English-language version of these Official Rules shall control and prevail over all other translations from English.

6. CONTEST TIMELINE. The following timelines will apply to this Contest:

- November 1, 2019: Entry submission period opens.
- December 15, 2019: Entry submission period closes and judging period begins.
- January 15, 2019: Winners selected by judges and top three prize winners notified.
- All winners publicly announced on the Contest website and via email.

7. ENTERING THE CONTEST. The period for submitting Entries will begin at 12:01 a.m. U.S. Eastern Time on November 1, 2019 and end at 11:59 p.m. U.S. Eastern Time on December 15, 2019 (the "Submission Period"). To enter the Contest, each Participant must submit an Entry that meets the following minimum eligibility requirements:

- To enter the Contest, Participant must (a) download, complete, and email a registration form from the Ideal Vacuum Design Contest: Design a High Vacuum Process for a Modular Vacuum Chamber website with all the required information, (b) submit a Design and (c) complete and submit a "Process Design Contest Submission Form" document ("Design Statement") during the Submission Period (i.e., an Entry). The format and method of submission of the Entry shall be in the manner specified on the Contest website. Participants may submit more than one Submission for entry into the Contest during the Submission Period, provided, however, that only one Design is submitted per Entry and only the highest scoring Entry per Participant will be considered for prize selection.
- In case of dispute as to the owner of an Entry, the Entry will be deemed to have been submitted by the authorized account holder of the e-mail address from which the Entry is made. The "authorized account holder" is the natural person assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address. A selected Participant may be required to provide IVP with proof that he/she is the authorized account holder of the e-mail address associated with the selected Design. IVP may not acknowledge receipt of an Entry. All Entries shall become the sole property of IVP and will not be returned.

8. ADDITIONAL REQUIREMENTS. The Design must also satisfy the following requirements to be eligible for the Contest. IVP may in its sole and absolute discretion disqualify any Design that it deems to have not satisfied these requirements:

- Designs must not contain illegal processes or situations i.e. controlled substances, or any other materials considered illegal or inappropriate, as determined by IVP at its sole discretion. Designs containing any such aspects and/or that are in violation of law or otherwise deemed by IVP, in its sole discretion, to be prejudicial to IVP or inappropriate in any way, will be disqualified. Designs determined, in IVP's sole discretion, to infringe on any intellectual property rights or other rights will be disqualified.
- Participant must have sufficient rights in the Design to comply with the terms of these Official Rules. Participant and each Design must be under no restriction, contractual or otherwise, that will prevent IVP's use of the Design. Each Design must be free of any and all liens, encumbrances and claims of third parties. Participant acknowledges, represents and warrants that the Design does not infringe on any copyrights, patents, confidential information, trade secrets, trademarks or proprietary, industrial or other rights belonging to any person or entity other than Participant, or violate any person's rights of privacy or publicity or violate any law, rule, statute or order of any jurisdiction.
- Participants further represent and warrant that they have not entered any agreements (including but not limited to agreements with employers or academic institutions) that would prohibit Participant from entering into the Contest or granting any of the rights granted herein. If a Participant is an employee of an academic institution, or enrolled as a student in an academic institution, it is Participant's sole responsibility to review, understand and abide by his/her employer's or academic institution's policies regarding eligibility to participate in the Contest. Participants found to be in violation of their employer's or academic institution's policies will be disqualified from the Contest and being awarded or retaining any Prize. Sponsor disclaims any and all liability for disputes arising between an employee or student and their employer or academic institution related to the Contest.
- Participants further represent and warrant that the Design and any other information or material that Participants provide to Sponsors complies with all applicable export control and economic sanctions laws and regulations of the United States and the jurisdiction in which Participants reside when they submitted the same to Sponsor. Participants must abide by all applicable export control laws including but not limited to those of the United States, the European Union, and Participant's country of residence. If any part of the Design falls in the scope of export control laws, which Participant must determine independently, Participant must provide Sponsors with written proof of compliance with all applicable laws, including copies of all required licenses.
- Participants are advised that laws in their home jurisdiction may require that they make Designs for intellectual property rights in their home jurisdiction before they do so elsewhere and that submission of a Design may result in rendering it ineligible for intellectual property protection under the laws of Participant's home jurisdiction under certain circumstances. Participants remain responsible for complying with applicable legal requirements and protecting any intellectual property contained in your Design. Participants should seek advice from their own counsel or attorney regarding seeking such protections. Sponsor is not liable to Participants for any damage or loss resulting from Participants' failure to seek patent or other protection.

9. ENTRY DEADLINE. All Entries to the Contest must be received by IVP at or before 11:59 p.m. U.S. Eastern Time on December 1, 2016. Entries received after this submission deadline will not be accepted. The clock on IVP's computer used for the Contest will be the official clock for the Contest. IVP is not responsible for: (i) lost, late, incomplete, invalid, illegible or misdirected Entries, which will be disqualified, (ii) technical failures of any kind, including, but not limited to, electronic malfunctioning of any network, hardware or software (including without limitation the Design), (iii) any failed, incomplete, garbled or delayed computer transmissions or any combination thereof, or (iv) any error, human, technical or otherwise; or any injury or damage to Participant's or any other person's computer related to or

resulting from entering, participating in, or accessing or downloading information in connection with this Contest. IVP reserves the right, in its sole discretion, to disqualify any individual it finds tampering with the operation or entry process of the Contest or acting in violation of these Official Rules or applicable law.

10. JUDGING AND WINNER SELECTION. All eligible Designs will be judged by a panel of judges selected by IVP. Judging will begin after the Submission Period. The judges will score the eligible Designs based on the following criteria:

Mandatory requirements:

- Designs can be created in any common word processing format and include jpegs, scanned drawings, screenshots, and common CAD formats (STEP, SLDASM, etc.). Handwritten descriptions will not be accepted.
- All Design Statements must be in the English language.

Judging Criteria (equally weighted):

- **Fulfills Design Intent:** Designs must detail how an IVP Modular Vacuum Chamber system can facilitate or make possible a process or experiment. Any IVP Modular System Component on the IVP website may be used in making a Design.
- **Originality:** Designs should not be variations of existing processes that use standard vacuum chambers.
- **Value of Concomitant Science:** Design must exhibit utility as a component in generating interesting and valuable science.
- **Cost of Alternatives:** Design must show how alternatives to (IVP) modular vacuum chamber in Design would be costly, cumbersome, or inefficient.

For more information and explanation of the Judging Criteria, please visit the Contest webpage. If Participant has submitted more than one Entry, only the highest scoring Entry per Participant will be considered.

Winner Selection:

One (1) Grand Prize winner, one (1) Second Place winner, one (1) Third Place winner, and up to five (5) Finalists will be selected. IVP reserves the right to recognize additional qualified Entries as "Honorable Mentions."

Winners will be selected on or about January 15, 2020. The top three winning (3) Entries will be notified that they are either the Grand Prize winner or Runners Up to the grand prize on, or about, January 15, 2020.

All decisions of the judges are final and binding on all Participants. All winners are subject to verification. IVP reserves the right to award fewer prizes or not award any prize if, at its sole and absolute discretion, it does not receive a sufficient number of qualified Entries. Judges' and Sponsor's decisions are final and binding on all matters concerning this Contest.

11. WINNER NOTIFICATION AND PRIZE ACCEPTANCE. Prize winners will be notified by e-mail or phone, or at the email address provided in the Entry, and will be required to provide IVP a physical or mailing address to which prizes may be sent. Eligible winners will also be listed on the contest website on or around January 15, 2020. The timing, form and manner of notification are at IVP's sole discretion. Participant is responsible for updating Participant's contact information for purposes of prize notification. If a prize, prize notification or attempted notification is returned undeliverable, or if the prize winner does not respond to a prize notification within five (5) business days of the date of such notification, the prize will be forfeited and may be awarded to an alternate winner. All winners will be

required to execute and return to IVP a Declaration of Eligibility and Publicity & Liability Release (except where prohibited by law) in such form as designated by IVP. If the Acceptance Documents are not completed and signed by a prize winner and received back by IVP within five (5) business days of the date the Acceptance Document forms are provided to winner by IVP, the prize will be forfeited and an alternative winner may be, in IVP's sole discretion, selected in accordance with the criteria specified above. Unclaimed prizes may not be awarded. There may only be one prize package awarded per winning Participant.

12. AWARDS.

One (1) Grand Prize Winner will receive a "9x9x9 Cubic Modular Vacuum Chamber Development Kit, Advanced Chamber Development Kit" (P109997):

- One (1) 9"x9"x9" Modular Vacuum System Frame
- Six (6) 9"x 9" Modular Vacuum System Plates
- \$500 USD Credit towards fittings purchased on the IVP website.
- Featured Placement in IVP's 2020 "Winning Systems Designs" e-book

One (1) Second Place Winner will receive a "6x6x12 Rectangular Modular Chamber, Advanced Chamber Development Kit" (P109131):

- One (1) 6"x6"x12" Modular Vacuum System Frame
- Six (6) 6"x 6" Modular Vacuum System Plates
- \$250 USD Credit towards fittings purchased on the IVP website.
- Featured Placement in IVP's 2020 "Winning Systems Designs" e-book

One (1) Third Place Winner will receive a "6x6x6 Cubic Modular Vacuum Chamber, Basic Chamber Development Kit" (P106860):

- One (1) 6"x6"x6" Modular Vacuum System Frame
- Six (6) 6"x 6" Modular Vacuum System Plates
- Featured Placement in IVP's 2020 "Winning Systems Designs" e-book

The specific details of all elements of the prizes listed above for the winners and honorable mentions shall be solely determined by Sponsor. All costs, taxes, fees, and expenses associated with any element of any prize not specifically addressed above are the sole responsibility of the respective prize winner. All country/federal, state and local taxes on prizes are the prize winner's responsibility. Sponsor reserves the right to substitute the prize (or a component thereof) for one of equal or greater value if the designated prize should become unavailable for any reason.

Up to five (5) Honorable Mentions each will receive:

- \$250 USD credit towards any item listed on the IVP website.
- Featured Placement in IVP's 2020 "Winning Product Designs" e-book

Except for the respective cash prizes to the Grand Prize Winner and Finalists, all other prizes are not redeemable in cash. Prizes are not transferable and no prize substitution is available.

The approximate retail value ("ARV") of the set of prizes awarded to the 1st Place winner is \$2,425 USD. The ARV of the set of prizes awarded to 2nd and 3rd place is \$1,845 and \$1,523 USD, respectively. The ARV of the set of prizes awarded to each Honorable Mention is US\$250. The total ARV of all prizes is approximately \$7,050.

13. TAXES. All stated prize amounts are the gross amount and are subject to deductions and withholdings that may be required under any United States, state, local, provincial, territorial and foreign law. Participant is solely responsible

for paying, and agreeing to indemnify and hold harmless IVP from and against, any and all applicable United States, state, local, provincial, territorial and foreign taxes that may be imposed in connection with any prize. All prizes will be issued net of all taxes that are required to be withheld. Participant is responsible for ensuring that he or she complies with all applicable tax laws and filing requirements with respect to any prize.

As a condition to entry into the Contest, and to receipt of any prize, Participant agrees to provide IVP with all necessary tax documentation requested by IVP or required by law or the relevant tax authority. If a potential prize recipient fails to provide such documentation or comply with such laws, the prize may be forfeited and IVP may select, in its sole discretion, an alternative potential prize recipient.

14. NO CONFIDENTIALITY. Participant agrees and acknowledges that Entries will be not be treated as confidential and may be made available to the public, including but not limited to posting on the Internet. IVP does not guarantee any confidentiality with respect to any Entry. Entries and any ideas contained therein should not contain Participant's confidential information or trade secrets.

15. GRANT OF RIGHTS IN DESIGNS. Nothing in these Official Rules shall be deemed to grant to Participant (or any third party) any license or other rights under any patents or other intellectual property rights of IVP. In submitting a design into this Contest, each Participant grants to Ideal Vacuum Products and Contest Parties a fully transferable, perpetual, irrevocable and royalty-free worldwide license to reproduce, distribute, modify, publicly display, publicly perform, publish, and otherwise use the Design and Design Statement or any concepts, ideas, or expressions submitted as part of this Contest ("Ideas") and all assets associated with the Design for: (a) inclusion in the IVP "Modular Vacuum System Designs" compendium webpages, (b) any purpose relating to the Contest, including without limitation in connection with the Contest winners webpage(s), transmitting the Design to the judges for evaluation of the Design and loading and operating the Design on computers and mobile devices for judging purposes and other aspects of the prizes that are awarded, (c) inclusion in IVP promotional or marketing materials; and social media and related promotional activities by IVP; (d) the marketing, advertising and promotion of future contests; (e) the marketing, advertising and promotion of IVP's products and services, including, but not limited to, posting the Design on any internal or public external websites and the Internet, (f) inclusion in a database of Designs that may be utilized by IVP for customer demonstrations, marketing materials, and training materials.

To the extent such a scope of license might be invalid or unenforceable under laws of any applicable jurisdiction, the license shall be considered automatically limited, solely in respect of that particular jurisdiction, in its relevant parameter causing it to be invalid or unenforceable in that jurisdiction; such limitation should be only in the minimum extent needed to achieve that objective. If required under the laws of the jurisdiction of Participant's residence, Participant agrees to reasonably cooperate with Sponsors and their affiliates on execution of additional necessary agreements or acts enabling granting to the Sponsors and Contest Parties of the license to the intellectual property rights in the aforementioned scope. Participant expressly agrees that consideration for the prizes as specified in these Official Rules constitutes a sufficient compensation for the granting of such license. Participants acknowledge that such license shall be deemed to have been used by reason of its evaluation by the IVP judges, and shall not be deemed to have lapsed for any reason. As a condition of participation in the Contest and to the fullest extent permitted by the applicable law, Participants expressly agree not to exercise any moral rights they may have in relation to their Design against IVP.

16. PERSONAL INFORMATION. Any personal information provided by Participant as part of the Contest will be used by the Sponsors and Contest Parties only for the purposes of administering the Contest and notifying and publicizing the winners and will otherwise be subject to IVP's privacy policy. The information IVP collects is stored and processed on servers in various locations around the USA. By participating in the Contest, Participant consents to the use of the information by the Sponsors and Contest Parties in accordance with these Official Rules and the transfer of the

personal information they provide to locations that may be outside of the country in which Participant resides or does business in, and such places may be in the United States.

17. PERMISSION TO USE NAME AND LIKENESS. By accepting a prize, Participant agrees that Participant's name, image, likeness and city, state and country or residence may be used for any advertising and promotional purposes at IVP's discretion in any and all media now known or hereinafter developed without territorial or time limitations, or right of approval, and for no additional compensation, except where prohibited or restricted by law.

18. WINNER'S LIST. Winners of the Contest will be posted on the Contest website on or after January 15, 2020. Participants may review the list of winners after January 15, 2020 by writing to: IVP Marketing Project Manager, Ideal Vacuum Products, 5910 Midway Park Blvd., Albuquerque, NM 87109-5805 USA.

19. GENERAL PROVISIONS.

- IVP RESERVES THE RIGHT TO DISQUALIFY ANY PARTICIPANT FOUND TAMPERING WITH THE ENTRY PROCESS OR WITH THE OPERATION OF THE CONTEST OR WHO VIOLATES THESE OFFICIAL RULES. ANY ATTEMPT BY PARTICIPANT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION OF PARTICIPANT. SHOULD SUCH AN ATTEMPT BE MADE, IVP RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM PARTICIPANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.
- Participant agrees that prizes are being provided in new condition, and that IVP makes no warranty, representation or guarantee regarding the prizes, including but not limited to their fitness for a particular purpose.
- By entering the Contest, to the maximum extent permitted by law, Participant agrees to release and hold harmless IVP from any and all third party claims, liability or damage caused or claimed to be caused, in whole or in part, directly or indirectly, in connection with participation in this Contest, or acceptance or use of any prize, the substitution of any prize in accordance with these Official Rules, the administration of the Contest, the Sponsors' and Contest Parties' use of any of the rights granted herein or any breach by Participant of any representation, warranty or covenant made by such Participant in connection with the Entry.
- Participant agrees to not upload, post or transmit any materials, including Designs or Design Statements, which contain any computer viruses, Easter eggs, worms, Trojan Horses or other harmful component or programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- Participant agrees to defend, indemnify and hold IVP harmless from any and all claims, demands, causes of actions, suits, judgments, awards, debts, losses, penalties, liabilities, costs or expenses, including but not limited to reasonable attorney's fees and costs of settlement arising out or relating to an Design, or alleging that an Design constitutes an infringement of any patent, trademark, copyright, trade secret or other proprietary, intellectual property, contractual, privacy, publicity or other third party right, or that breaches any representation or warranty under these Official Rules.
- IVP reserves the right to cancel, postpone, extend the deadlines or end the Contest at any time, at its sole discretion. Without limiting the foregoing, IVP reserves the right to modify, suspend or terminate this Contest if it becomes infected by a computer virus or is otherwise technically impaired or if the Contest cannot be conducted as planned by causes beyond the control of IVP.

- **Governing Law and Venue.** All matters arising in connection with or relating to this Contest or the enforcement or construction of these Official Rules shall be governed by and resolved in accordance with the laws of the state of New Mexico, U.S.A., without regard to any conflict of law principles that would result in the application of the laws of a different jurisdiction. Sponsors and Participant each hereby: (i) agree that any suit, action or other legal proceeding arising out of or relating to this Agreement shall be brought and adjudicated only in a court of competent jurisdiction located in Albuquerque, New Mexico; (ii) consent to and waives any objection to the personal jurisdiction and venue of such court in any such suit, action or other legal proceeding; and (iii) waive any purported right or claim to bring a motion to transfer such suit, action or other legal proceeding pursuant to 28 U.S.C. §§1404 or 1406, or comparable provision of other law, including based upon the doctrine of forum non conveniens.
- **LIMITATION OF LIABILITY.** PARTICIPANT HEREBY WAIVES ALL RIGHTS TO CLAIM 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO PARTICIPANT.
- The Contest is void where prohibited and subject to all applicable federal, state, provincial, territorial, foreign, and local laws.
- The invalidity or enforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

20. **SPONSOR.** IVP Inc., a New Mexico corporation, 5910 Midway Park Blvd., Albuquerque, NM 87109, and its affiliates.