

## **“2018 Spectroscopy Salary Survey” Sweepstakes**

### **OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

#### **GENERAL CONDITIONS:**

The sweepstakes is sponsored by UBM Medica LLC with a principal place of business at 535 Connecticut Avenue, Norwalk, CT 06854 (“Sponsor”). The sweepstakes is governed by these Official Rules, as well as by the laws of the State of New York and applicable United States federal law, without regard to any conflicts of laws principles. The sweepstakes is void outside the Territory (as defined below), in Puerto Rico and Quebec and where prohibited or restricted by law. By entering the sweepstakes, each entrant agrees to abide by the terms of these Official Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to the sweepstakes. The Giveaway is being run in connection with SurveyMonkey’s (“Administrator”) website at [www.surveymonkey.com](http://www.surveymonkey.com) (the “Administrator Site”) and is therefore also governed by Administrator’s Terms of Use and Privacy Statement, as well as other policies pertaining to the Administrator Site (collectively, the “Policies”), although these Official Rules will govern any conflict between any of the Policies and these Official Rules. The Policies may be viewed on the Administrator Site.

#### **HOW TO ENTER:**

Between 9:01 a.m. Eastern Time (“ET”) on December 13, 2017 and 5:00 p.m. ET on January 13, 2018 (“Sweepstakes Period”), to enter, complete and submit the applicable **2018 Spectroscopy Salary Survey** (the “Survey”) accessible at [https://www.surveymonkey.com/r/spec\\_salarysurvey\\_2018](https://www.surveymonkey.com/r/spec_salarysurvey_2018). All entries must be received by 5:00 p.m. ET on January 13, 2018 to be eligible. Limit one (1) entry per person/email address for the entire Sweepstakes Period. Multiple entries will be void. Entries generated by script, mechanical, macro or other automated means or by any means which subvert the entry process are void. All entries become the property of Sponsor and will not be acknowledged. Entries will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry and he/she must comply with these Official Rules. In the event of a dispute, a potential winner may be required to provide proof that the potential winner is the authorized account holder of the e-mail address associated with the potentially winning entry. It is the sole responsibility of each entrant to notify Sponsor in the event of a change in e-mail address or other contact information.

#### **ELIGIBILITY:**

The sweepstakes is open to any natural person who is a legal resident of the 50 United States, including the District of Columbia (excluding Puerto Rico), and Canada (excluding Quebec) (“Territory”), who is 18 years or older at the time of entry. Officers, directors, and employees of Sponsor, Administrator and/or their respective parents, subsidiaries, affiliates, divisions, or agents (including but not limited to advertising, promotion and production agencies) and members of their immediate families (including spouse, parents, siblings, grandparents, grandchildren, step-children, step-parents and in-laws, regardless of where they reside) or those with whom they are domiciled, whether or not related are not eligible.

**DRAWING:**

On or around January 13, 2018, a representative of the Sponsor will randomly select the potential winner(s) from all eligible entries received. The odds of winning depend on the number of eligible entries received.

**WINNER NOTIFICATION:** The potential winner(s) will be notified by mail, email and/or telephone on or about January 13, 2018. Potential winner(s) will be required to respond to the prize notification and, if applicable, may be required to: (1) provide his or her full mailing address for the purpose of receiving the prize, which address must be within the Territory; (2) sign and return a release of liability, declaration of eligibility, and, where lawful, a publicity release, upon Sponsor's request; and/or (3) verify his or her social security number or other taxpayer identification number within 14 days of notification. The potential winner(s) must also take possession of the prize in the manner specified by Sponsor. In addition, if the potential winner is a resident of Canada, such potential winner must first correctly answer a time-limited mathematical skill testing question administered by telephone in order to claim prize. If any of the above requirements are not met, potential winner(s) may be disqualified and, at Sponsor's discretion, an alternate winner may be selected at random from the pool of remaining eligible entries. Any alternate winner will need to satisfy all of the requirements of these Official Rules. If the prize remains unawarded, up to three (3) alternate winners will be selected if needed, Sponsor reserves the right to not award the prize.

**PRIZE:** US \$100 Visa® gift card (the "Prize"). Because the Prize is a gift card, acceptance and use of the Prize is subject to all other terms and conditions (if any) imposed by the issuer of the Prize. Prize is awarded "as is" with no warranty or guarantee, either express or implied. All federal, state, provincial and local taxes (including income and withholding taxes), if any, and all other costs and expenses associated with Prize acceptance and use not specified herein as being provided are the sole responsibility of the winner. Prize cannot be redeemed for cash. Winner may not substitute, assign or transfer Prize, but Sponsor reserves the right, at its sole discretion, to substitute a prize of comparable or greater value. All Prize details are at Sponsor's sole discretion. Visa is a trademark of Visa USA Inc. This sweepstakes is not sponsored, endorsed or administered by Visa USA Inc.

**DISQUALIFICATION:**

Sponsor reserves the right, in its sole discretion, to disqualify any entrant that Sponsor determines: (1) has tampered with the entry process or the operation of the sweepstakes or the Administrator Site; (2) has acted in an unsportsmanlike or disruptive manner or with the intent to annoy or harass Sponsor or any other person or entity; (3) has not satisfied all of the requirements for entry in the sweepstakes; or (4) to be otherwise ineligible under, or otherwise in violation of, these Official Rules. Any attempt by an entrant to commit any of the above acts of misconduct may be a violation of civil or criminal law and Sponsor reserves the right to seek damages (including attorneys' fees) and other remedies from such entrant to the fullest extent permitted by law.

**LIABILITY/TERMS AND CONDITIONS:**

By entering, each entrant releases and holds harmless Sponsor, any supplier of any prize, any other persons or entities involved in the sweepstakes, each of its and their respective parents,

subsidiaries, and affiliates, and advertising and promotion agencies, and each of its and their respective officers, directors, employees, and agents (collectively, "Released Parties"), from any responsibility or liability whatsoever arising out of or resulting from: (1) entry or participation in the sweepstakes; (2) the acceptance, possession, or use of the Prize; (3) any violation by such entrant of these Official Rules or applicable laws; (4) any incorrect or inaccurate entry of information including, but not limited to as a result of technical malfunctions, human error, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software or any combination thereof; (5) entry materials that have been tampered with, or entries that are garbled, delayed, inaccurate, stolen, late, lost, damaged, or misdirected; (6) any injury or damage to participants or any other person's computer related to or resulting from participation or downloading any material in connection with the sweepstakes; and (7) any conditions arising from events beyond Sponsor's reasonable control. Released Parties are not responsible for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the sweepstakes, the processing of entries, the announcement of the Prize or in any sweepstakes-related materials.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE RELEASED PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SWEEPSTAKES, HOWSOEVER CAUSED, WHETHER ARISING IN STATUTE, TORT, CONTRACT, OR OTHER LEGAL THEORY, AND REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ALL SUCH DAMAGES ARE HEREBY DISCLAIMED AND EXCLUDED.

**PUBLICITY:**

By entering, each entrant grants to Sponsor and its designees the right to use and publish entrant's name, state/province of residence, likeness and any other information in the entry both online and in print, for advertising and/or promotional and/or marketing purposes, in any and all media now or hereafter devised, in any manner, worldwide in perpetuity, without additional compensation, notification or permission.

**PERSONAL INFORMATION:** Personal information collected from entrants in connection with the sweepstakes will be used in accordance with Administrator's privacy policy, available at <http://ubmadvanstar.com/privacy-policy>.

**PRIVACY DISCLOSURES:**

Sponsor may use cookies and web beacons to collect information about each entrant's individual participation in the sweepstakes. The information collected by means of these technologies is used only for sweepstakes purposes.

**TERMINATION:**

Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the sweepstakes at any time for any reason, including but not limited to any reason that affects the administration, security, fairness, integrity, or proper conduct of the sweepstakes. Such reasons included but are not limited to fraud, tampering, unauthorized access, infections by computer virus, bugs, and technical failures. Should the sweepstakes ever be terminated prior to awarding of the Prize, Sponsor may, at its discretion, select the potential winner from all eligible, non-suspect entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor.

**NO ENDORSEMENT:**

Nothing contained in these Official Rules or in any of the sweepstakes materials should be construed as an endorsement by Sponsor of any prize manufacturer or supplier or other third party, product, or service.

**WINNERS LIST:**

For the name of the prize winner, available after March 13, 2018, send a stamped, self-addressed envelope to:

UBM Americas

**“2018 Spectroscopy Salary Survey”**

535 Connecticut Avenue, Suite 300

Norwalk, CT 06854

Attention: Marketing Department

Canadian residents may omit return postage. Requests must be received by March 13, 2018. Questions regarding the sweepstakes may be directed to the address shown above.