

EMEA 7 Steps of Protein virtual event T-shirt promotion Terms and Conditions

* The Thermo Fisher Scientific promotion ("Promotion") is a promotion offered by Thermo Fisher Scientific ("Thermo Fisher Scientific"), Marketing Department, 102 Fountain Crescent, Inchinnan Business Park, Paisley, PA4 9RE, United Kingdom to its customers ("Purchasers"). The free t-shirt is eligible participants who register on this web page no later than September 30, 2017. The estimated value of the gift is \$12.00 USD. One free gift per person. Please allow up to 6 weeks to receive your gift.

Start Date: September 7, 2017

End Date: September 30, 2017

1. This Promotion is open to customers in Austria, Belgium, Czech Republic, Denmark, Finland, France, Germany, Hungary, Italy, Luxembourg, The Netherlands, Norway, Poland, Portugal, South Africa, Slovakia, Spain, Sweden, Switzerland and the United Kingdom only. The promotion excludes Thermo Fisher Scientific employees and their immediate families, its agencies and anyone else professionally connected with the Promotion.

2. **Healthcare professionals may not participate in this promotion. Healthcare Professional (HCP): means any individual (with a clinical or non-clinical role; whether a government official, or employee or representative of a government agency or other public or private sector organisation; including but not limited to, physicians, nurses, technicians, laboratory scientists, researchers, research co-ordinators or procurement professionals) that in the course of their professional activities may directly or indirectly purchase, lease, recommend, administer, use, supply, procure or determine the purchase or lease of, or who may prescribe medical technologies or related services. The definition of Healthcare Professionals includes individuals involved in research activity, not just those directly involved in the provision of healthcare services.

3. ††Government Officials may not participate in this promotion. Government Official shall mean: (i) Any officer or employee of a government or any department, agency or instrument of a government; (ii) Any person acting in an official capacity for or on behalf of a government or any department, agency, or instrument of a government; (iii) Any officer or employee of a company or business, university or other institution owned, or funded in whole or part by a government; (iv) Any officer or employee of a public international organisation such as the World Bank or United Nations, the European Union or the World Health Organization; (v) Any officer or employee of a political party or any person acting in an official capacity on behalf of a political party; and/or (vi) Any candidate for political office.

4. All submissions will be reviewed against the [Medtech Europe Code of Ethical Business Practice](#) and applicable laws to determine eligibility of this request. Please see definition of Health Care Professional and Government Official in the terms and conditions. Fulfillment time frame is 6 weeks. If you do not receive the item within this time frame you have not met the criteria.

5. The Promotion starts on the Start Date and ends on the End Date. Any order received outside of these dates will be considered as void.

6. A maximum of one Gift per customer. Gifts may take up to 6 weeks to ship.

7. The Gift may vary slightly from the one displayed on the web site.

8. There is no cash alternative to the Gift.

9. Thermo Fisher Scientific reserves the right to disqualify any Purchaser reasonably believed to have breached, undermined or subverted in any way the legitimate operation of this Promotion, whether by deceptive or wilful activity or otherwise.

10. It is the responsibility of the Purchaser to ensure that entering this Promotion does not conflict with internal rules and regulations within their organisation as well as professional codes of conduct. In particular, and without limiting the foregoing, Purchaser warrants that his/her employers have full knowledge of their actions and have consented thereto, and will provide evidence of such consent. Thermo Fisher Scientific cannot be held responsible for any dispute within an organisation with regards to which individual should be allocated the Gift, nor can Thermo Fisher Scientific be held responsible for any defect in any Gift awarded.

11. Thermo Fisher Scientific decisions in regard to the Promotion and allocating who receives the Gifts are considered final. If the Gifts are returned as undeliverable, the Gifts are forfeited. Thermo Fisher Scientific will not replace any lost or stolen Gifts and Gifts shall be accepted on an as is basis and for which Thermo Fisher Scientific makes no warranties or representations nor accepts any responsibilities.

12. By participating in this Promotion, Purchaser agrees to accept liability for any tax or duty due or payable as a result of qualifying for a Gift and to waive all rights to claim against Thermo Fisher Scientific and its respective parent, subsidiaries, affiliates, directors, officers, employees, and agents in respect of any and all liability for any injuries, loss or damage of any kind arising from or in connection with the Promotion (including but not limited to the receipt, use, or misuse of any Gift or any component thereof but excluding any death or personal injury caused by the negligence of Thermo Fisher.

13. If, for any reason, the Promotion is not capable of running as planned, including because of infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, force majeure, or any other cause beyond

the control of Thermo Fisher Scientific, which may corrupt or affect administration, security, fairness, integrity or proper conduct of this Promotion, Thermo Fisher Scientific reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion.

14. The laws of England and Wales will apply to this Promotion and the relevant courts of England and Wales will have exclusive jurisdiction in relation to the Promotion.