

**Sigma-Aldrich Next Great Impossible
Official Terms & Conditions**

NO PURCHASE NECESSARY TO ENTER. VALID WORLDWIDE EXCEPT FOR RESIDENTS OF SOUTH KOREA, AUSTRALIA, SINGAPORE, CUBA, IRAN, IRAQ, LIBYA, LIBERIA, MYANMAR (BURMA), NORTH KOREA, SUDAN, AND SYRIA. VOID WHERE PROHIBITED BY LAW.

1. **SPONSOR:** Merck KGaA, Darmstadt, Germany (“Sponsor” or “us”).
2. **BINDING AGREEMENT:** By entering into this Promotion (as defined below), the following participants agrees to be bound by these Official Terms and Conditions (“Terms”) and the decisions of Sponsor, which are final and binding:
 - Each person submitting or attempting to submit an entry (“Nominator”)
 - Each person who is nominated by a Nominator (“Nominee” and together with Nominator, “Participant” or “you”) and chooses to submit a “Next Great Impossible” story

Please read these Terms prior to entry to ensure you understand and agree.

3. **PROMOTION PERIOD:** Sigma-Aldrich Next Great Impossible (“Promotion”) begins at 12:01am Eastern Time on 7 January 2020 and ends at 11:59pm on 31 December 2023 (“Promotion Period”). PARTICIPANTS ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTION.

4. **ELIGIBILITY:** To be eligible for the Promotion, as of the start of the Promotion Period, you must have reached the age of majority in your place of residence and be at least eighteen (18) years old.

The following individuals are not eligible to participate:

- Employees, interns, contractors, and official office-holders of Sponsor and its affiliates, and its respective directors, officers, employees, advertising and promotion agencies, representatives, and agents and their immediate families (parents, siblings, children, spouses, and life partners of each, regardless of where they live) and members of the households (whether related or not) of such employees, officers and directors;
- Officials and employees of any local, state, provincial or federal or other government or government agency;
- Healthcare professionals (HCPs) and employees of U.S. healthcare organizations (HCOs).

Sponsor reserves the right to verify eligibility and to adjudicate on any dispute at any time.

5. **HOW TO NOMINATE AND NOMINATION REQUIREMENTS:** In order to enter, Nominators should do the following:
 - Go to the Promotion website at www.sigmaaldrich.com/US/en/life-science/sigma-aldrich or <https://www.sigmaaldrich.com/portfolio/sigmaaldrich.html>
 - Submit a nomination for a Nominee for recognition on their “Next Great Impossible”

All entries will be deemed made by the authorized account holder of the e-mail account used to submit the entry, and a Nominator may be required to show proof of being the authorized account holder for

that e-mail account. The “authorized account holder” is the natural person assigned to the e-mail account by the e-mail administrator at the time of account creation.

Entries must not infringe any third-party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligations, or otherwise violate applicable laws. Each Nominator hereby represents and warrants that the information regarding the Nominee is true and accurate in all respects and the Nominator provides such information to Sponsor in good faith. Content of the entries may not be offensive or defamatory, as determined by the Sponsor in its sole discretion. The Sponsor reserves the right, in its sole discretion, to reject and/or disqualify any entries (in whole or in part) that the Sponsor deems, in its sole discretion, to be obscene, defamatory, libelous, profane, discriminatory, false, misleading or deceptive, or that promote illegal behavior, or otherwise inconsistent with its editorial standards or reputational interests, or that the Sponsor believes may violate any applicable law or regulation, or the rights of any third party.

6. **PROMOTION:** All Nominees will receive an offer to receive a free Sigma-Aldrich® beaker mug (the “Mug”). THE SPONSOR AND ITS AFFILIATES MAKE NO WARRANTIES OR REPRESENTATIONS WHATSOEVER RELATED TO THE QUALITY, CONDITIONS, FITNESS OR MERCHANTABILITY OF ANY ASPECTS OF THE MUG. Nominees are solely responsible for all costs, taxes and other charges resulting from acceptance or use of Mug. The Sponsor shall be responsible for shipping and handling charges related to delivery of Mug to the Nominees.

- **NOMINEE SUBMISSIONS:** In order to submit a “Next Great Impossible” entry, Nominees should, upon receipt of the Sponsor email, submit the “Next Great Impossible” story in accordance with Sponsor instructions.

All entries will be deemed made by the authorized account holder of the e-mail account used to submit the entry, and a Nominator may be required to show proof of being the authorized account holder for that e-mail account. The “authorized account holder” is the natural person assigned to the e-mail account by the e-mail administrator at the time of account creation. Entries become the sole property of the Sponsor. Entries are void if they are in whole or part unintelligible, incomplete, damaged, altered, counterfeit, obtained through fraud, or late.

Entries must be original to the Nominee and must not infringe any third-party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligations, or otherwise violate applicable laws. No trademarks, logos, company names or advertising of third parties are allowed unless expressly permitted by the Sponsor. Content of the entries may not be offensive or defamatory, as determined by the Sponsor in its sole discretion. The Sponsor reserves the right, in its sole discretion, to reject and/or disqualify any entries (in whole or in part) that the Sponsor deems, in its sole discretion, to be obscene, defamatory, libelous, profane, discriminatory, false, misleading or deceptive, or that promote illegal behavior, or otherwise inconsistent with its editorial standards or reputational interests, or that the Sponsor believes may violate any applicable law or regulation, or the rights of any third party.

7. **INTELLECTUAL PROPERTY RIGHTS / PUBLICITY:** As a condition of entry, Nominees grant to the Sponsor and its affiliates, subsidiaries, licensees and assigns, an irrevocable, perpetual, non-exclusive and royalty-free right to use, reproduce, edit, display, transmit, prepare derivative works of, modify, publish and otherwise make use of entry submissions and any Nominee's name, image, and likeness or other information in any and all media, whether now known or hereinafter created, throughout the world and for any purpose, and waives any moral rights with respect to any submitted work or entry. In addition to other things, the rights granted to the Sponsor include, but are not limited to, the right to resize, crop, censor, compress, edit, feature, caption, affix logos to, and to otherwise alter or make use of the submitted entry. Each Nominee acknowledges and agrees that the Sponsor shall have no obligation to post, display or otherwise make publicly available any entry submitted by the Nominee. Nominees consent to allowing the Sponsor and its affiliates to display their entry submissions on any of their websites and/or social media pages for promotional marketing purposes. Nominees consent to being contacted by Sponsor or one of its representatives for follow-up marketing activities related to this Promotion.

8. **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 Promotion. This Personal Information may also be used by Sponsor or any party authorized by them 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(s). Participants further agree that their Personal Information may be used to fulfill additional terms of the Promotion or to contact you in response to a question submitted by you.

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 Promotion or another service that you have requested, 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 agents;
- Nominator Personal Information is collected for purposes of administration of the Promotion;
- Nominators have a right of access to and withdrawal of their Personal Information. Nominators also have a right of opposition to the data collection, under certain circumstances. To exercise such right, Nominators may write to:
Group Data Protection Officer
Merck KGaA
Frankfurter Straße 250
64293 Darmstadt, Germany

- Participant Personal Information will be transferred to the U.S.

10. 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 PROMOTION, THE MUG OR USE THEREOF, EVEN IF THE SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. By accepting the Mug, the Nominee 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 the Mug or participation in this Promotion, and they shall have no liability for any injury, misfortune, or damage to either persons or property incurred by entering, participating in this Promotion.