

**Official Rules for
Thermo Scientific AICHEMA Sweepstakes**

1. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

2. **Sweepstakes begins at 9:00 AM on May 11th 2009 and ends at 5:15 PM on May 14th 2009**

3. The Thermo Scientific AICHEMA Sweepstakes ("Sweepstakes") is sponsored by Thermo Fisher Scientific Inc., 81 Wyman Street, Waltham, Massachusetts, USA.

4. ELIGIBILITY:

- a. YOU ARE ONLY ALLOWED TO ENTER THE SWEEPSTAKES ON YOUR OWN BEHALF.
- b. You warrant and represent that:
 - i. You are acting within the scope of your employment duties, as an employee, contractor, or agent of another party, as applicable; and
 - ii. Your employer or company has not objected your participation in Sweepstakes, including your potential receipt of a prize; and
 - iii. Your actions do not violate your employers or company's policies and procedures.
- c. Sweepstakes are open to anybody who is 18 years of age or older.
- d. Employees, officers, and directors of Sponsor or its affiliated companies or trusted service providers and their respective agencies (advertising, promotion or fulfillment) or legal advisors, and any immediate family members and persons living in the same household of any of the above stated persons are not eligible to enter or to win prizes.
- e. Employees, officers and directors and their respective family and / or household members of Exhibitors of the AICHEMA, including Sponsor, are not eligible to win prizes and will not be entered into the Sweepstakes drawing.

5. HOW TO ENTER:

- a. To enter: visit the Thermo Scientific exhibit booth (Hall 6.1, B1-C11) at the AICHEMA each day of the Sweepstakes and complete an entry form.
- b. Limit: One entry per person per day. Duplicate entries and mass entries or entries generated by a script, macro or use of automated devices will be disqualified.
- c. To be eligible for a daily drawing, each entry must contain all required responses and be received by 5:15 PM on Monday, May 11th, Tuesday, May 12th, Wednesday, May 13th and Thursday, May 14th 2009.
- d. All entries received after 5:15 PM on the day of a drawing will be valid for the subsequent day's drawing, if any. At the conclusion of each daily drawing, all entries will be discarded. Sponsor will not verify receipt of entries.

6. SELECTING AND NOTIFYING A WINNER:

- a. RANDOM DRAWING: Sponsor, whose decisions are final and binding in all matters related to the Sweepstakes, will conduct a total of four (4) random drawings from among all eligible entries: one drawing at 5:30 PM on Monday, May 11th, Tuesday, May 12th, Wednesday, May 13th and Thursday, May 14th 2009. Odds of winning depend on the number of valid entries received.
- b. All entrants must comply with all terms and conditions set forth in these Official Rules. Winning is contingent upon fulfilling all such requirements.
- c. Winners will be announced at each daily drawing and, if not present, will be notified using the email address or phone number provided on their entry form. Any email notification that is returned as undeliverable or phone call to an invalid phone number will not be contacted again and an alternate winner will be chosen. This action will be final.
- d. To claim prize, all winners must sign a release of liability, a declaration of eligibility, a publicity consent and present a valid personal identification within 14 days of notification. Failure to claim your prize within 14 days will result in forfeiture of prize. Sponsor can make no exceptions to this rule.
- e. By accepting prize, winners agree that Sponsor and/or its designee may list winner's name, city and state of residence in "Winner's List" described below.

7. PRIZES

- a. Each winner will receive one (1) 4 Gb iPod® Nano in Red. A total of four (4) prizes will be awarded under this Sweepstakes. Limit one (1) prize per person.
- b. All prizes come with the manufacturer's standard warranty as described in the iPod user documentation. NEITHER SPONSOR NOR ANY OF ITS SUBSIDIARIES, AGENTS OR REPRESENTATIVES NOR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS OR OTHER AFFILIATES ("Thermo Fisher Affiliates") MAKES ANY WARRANTY OR REPRESENTATION WHATSOEVER RELATIVE TO THE QUALITY, CONDITION, FITNESS OR MERCHANTABILITY OF ANY ASPECT OF THE PRIZES.
- c. All prizes are non-transferable and cannot be exchanged for cash or discounts on products.
- d. Sponsor reserves the right to substitute any prize listed for one of equal or greater value in the event a prize is unavailable.
- e. Winner is solely responsible for all activation fees, service fees, income and other taxes and other charges due on prizes. All winners should seek independent advice regarding tax and other liabilities associated with winning a prize.
- f. Sponsor shall be responsible for shipping and handling charges related to delivery of the prize to the winner. Thermo Fisher Affiliates shall not be responsible for any reason or event that might result in a prize not reaching a winner and no prize will be replaced.

8. RELEASES AND DISCLAIMERS

a. USE OF YOUR INFORMATION.

- i. Sponsor and companies of the worldwide Thermo Fisher Scientific group may use information provided by you on the entry form for marketing purposes in case you have consented on the form to such usage. You can withdraw your consent at any time by contacting Sponsor as follows:

email: info@thermofisher.com

mail: Thermo Fisher Scientific Inc., 81 Wyman Street, Waltham, Massachusetts, USA

- ii. A Winner's List will be published at the Thermo Scientific booth and will be available online at www.thermo.com/achema.
 - iii. Except for the information published on the Winner's List, the information you submit will not be disclosed to any unaffiliated third parties. If you do not want your information used in this manner or shared with Thermo Fisher Affiliates, mark the respective box on the entry form.
 - b. **NO LIABILITY.** BY PARTICIPATING IN THIS SWEEPSTAKES ALL ENTRANTS AGREE THAT THERMO FISHER AFFILIATES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY INJURES, LOSSES OR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES, ATTORNEY'S FEES AND COSTS, RESULTING FROM THE ACCEPTANCE, POSSESSION OR USE OF ANY PRIZE OR FROM ENTRANT'S PARTICIPATION IN THE SWEEPSTAKES.
 - c. Sponsor reserves the right in its sole discretion to suspend or terminate the Sweepstakes at any time and for any reason.
 - d. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prizes.
9. **DISPUTES:** This Sweepstakes is subject to German federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the Federal Republic of Germany, without regard for conflicts of law doctrine. All proceedings shall take place in the courts of Frankfurt / Main, Germany.
10. "iPod" is the registered trademark of Apple, Inc. Apple is not a participant or sponsor of this promotion.
 11. The course of law is excluded.