

Official Rules

No Purchase Necessary. Void where prohibited.

Sponsor/Administrator: Thermo Fisher Scientific Oy

Participation & Eligibility

The campaign begins on May 1st, 2009 and ends on December 31st, 2009. The goal of the campaign is to invite Multiskan users to take part of the incredible journey together with all Multiskan users around the world.

All participants who submit the required information of their old Multiskan will receive one (1) €7,50 gift. Participants may submit only once and accepted contribution is eligible for the gift.

The campaign is open to Multiskan users worldwide. Individuals must be 18 or older to enter. Residents of countries under U.S. embargo are not eligible to enter. Employees of Thermo Fisher Scientific Oy, its parent companies, affiliates, subsidiaries, advertising and promotion agencies are not eligible for the gift. No Purchase Necessary. Void where prohibited. This campaign is governed under Finnish law.

Thermo Fisher Scientific Oy reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the campaign or website; to be acting in violation of the Official Rules; to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

Publicity may be given to campaign participant names, images and submissions may be published relating to the campaign. Participant must co-operate fully for publicity purposes if so required.

Where permitted by law, participant grant to Thermo Fisher Scientific Oy, and those acting pursuant to its direction or control, (and agree to confirm such grant in writing upon request), the right to print, publish, broadcast and use, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, the winner's name, portrait, picture, voice, likeness and biographical information as news or information and for advertising, trade and promotional purposes without additional consideration and without notification, review or approval.

To Enter

The campaign requires participants to:

- submit a short story about how their Multiskan-instrument has been used,
 - submit a picture of their Multiskan-instrument in their lab with their team (optional) and
 - provide the Multiskan-instrument serial number and purchase year to determine if their instrument is the oldest Multiskan still in use.
- Entries must be received by December 31st, 2009.

Guidelines For Submission

Please attach the completed Submission Form to an email (along with any images) and send to info.microplateinstruments@thermofisher.com.

Entries must be submitted in English on the entry form provided.

By sending your Submission Form and image of the Multiskan to info.microplateinstruments@thermofisher.com you grant permission to publish your story at www.thermo.com/readingroom.

The stories and images of the Multiskans submitted will be published on the Reading Room website (www.thermo.com/readingroom).

Entering the Search for the Oldest Multiskan does not affect your intellectual property rights over the work submitted.

You also agree to receive email alerts about products, events and special offers from Thermo Fisher Scientific.

Gift

Each timely submitted and accepted submission will receive one (1) gift (value of the gift is approximately €7,50).

- Gifts are not transferable and no cash alternative or gift substitution is available and that the Sponsor reserves the right to substitute cash or a similar gift of equal or greater value should the gift be generally unavailable.
- The participant accepts responsibility for all federal, state and local taxes and fees in connection with the gift. Thermo Fisher Scientific Oy does not provide any warranty on the gift.

Rules & General Conditions

By entering and submitting your requested content, you:

- agree to be bound by these Official Rules;
- agree to receive email alerts about products, events and special offers from Thermo Fisher Scientific Oy.
- agree release and hold harmless Thermo Fisher Scientific Oy and its respective parent companies, subsidiaries, affiliates, directors, officers, gift suppliers, employees and agents from any and all liability or any injuries, loss or damage of any kind arising from or in connection with this campaign or acceptance or use of gift.
- You also warrant and represent that:
 - i) you are acting within the scope of employment or duties, as an employee, contractor, or agent of another party, as applicable; and
 - ii) your employer or company has full knowledge of your actions; and

- iii) your employer or company has consented to your participation in this campaign, including the receipt of a gift; and
- iv) your actions do not violate your employer's or company's policies and procedures.

If you do not agree to the above terms, do not submit your content entry.

Thermo Fisher Scientific Oy is not responsible for submissions not received due to lost, failed, delayed or interrupted connection or miscommunications, or other electronic malfunctions, or due to lost, late, mutilated, illegible, incomplete, postage due or misdirected mailed entries. Thermo Fisher Scientific Oy is not responsible for incorrect or inaccurate entry information, whether caused by persons entered at the Web site or by any of the equipment or programming associated with or utilized in the promotion or by any human error which may occur in the processing of the entries in this promotion. All submissions and any other submissions become property of Thermo Fisher Scientific Oy.

IN NO EVENT WILL THERMO FISHER SCIENTIFIC OY, OR ITS PARENT COMPANIES, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, OR ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR PARTICIPATION IN THIS CAMPAIGN, ACCESS TO AND USE OF INTERNET SITE WWW.THERMO.COM/READINGROOM OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THIS SITE AND IN THIS CAMPAIGN IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

Internet

If for any reason this promotion is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this campaign, the Sponsor reserves the right at their sole discretion, to disqualify any individual who tampers with the entry and to cancel, terminate, modify or suspend the campaign. The Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or

unauthorized access to, or alteration of entries. The Sponsor is not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this campaign or downloading any materials in this promotion. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CAMPAIGN IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. In the event of a dispute as to the identity of a participant based on an e-mail address, the participant entry will be declared made by the authorized account holder of the e-mail address submitted at time of entry if such entrant meets the qualifications stated above. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (*e.g.*, business, educational, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

Governing Law & Disputes

As a condition of participating in Thermo Fisher Scientific Oy campaign, participant agrees that any and all disputes which cannot be resolved between the parties, claims and causes of action arising out of or connected with this said campaign or any gift awarded shall be resolved individually, without resort to any form of class action exclusively by arbitration in accordance with the Arbitration Rules of the Finnish Central Chamber of Commerce in effect at the time of the arbitration. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including but not limited to attorneys' fees, other than participant's actual out-of-pocket expenses (*i.e.*, costs associated with entering this campaign), and participant further waives all rights to have damages multiplied or increased.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant and Thermo Fisher Scientific Oy in connection with this campaign, shall be governed by, and construed in accordance with, the laws of Finland, without giving effect to the conflict of laws rules thereof, and all proceedings shall take place in Helsinki District Court, Finland.