

## WEFTEC23 MultiLab Giveaway – Terms & Conditions

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

**1. Eligibility:** The contest is open only to those who enter to win and are 18 years or older as of the entry date. The sweepstakes is only open to legal residents of the United States and is void where prohibited by law. Employees of YSI (the "Sponsor"), Xylem, their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in the contest. The contest is subject to all applicable federal, state and local laws and regulations.

**2. Agreement to Rules:** By participating, you agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of YSI/Xylem as final and binding as they relate to the content. The contest is subject to all applicable federal, state and local laws.

**3. Contest Period:** Entries will be accepted starting on or about September 20, 2023, and ending November 1, 2023, at 11:59 PM EDT.

**4. How to Enter:** Stop by Xylem booth #1605 at WEFTEC23 to enter in person or complete the entry form on <https://www.ysi.com/win-multilab>. The entry must fulfill eligibility requirements to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of YSI/Xylem.

**5. Prizes:** Winners will receive a prize package valued at ~\$3500 USD. Actual value may differ at the time of prize award. The Sponsor shall solely determine the specifics of the prize. No cash or other prize substitution is permitted except at the Sponsor's

discretion. The prize is non-transferable. Any and all prize-related expenses, including (without limitation) any and all federal, state and/or local taxes, shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. Acceptance of the prize constitutes permission for YSI/Xylem to use the winner's name, likeness, and entry for purposes of advertising and trade without further compensation unless prohibited by law.

**6. Odds:** The odds of winning depend on the number of eligible entries received.

**7. Winner selection and notification:** Winners of the contest will be selected in a random drawing under the supervision of the Sponsor. Winners will be notified via email to the email address they entered in the Sweepstakes within thirty days following the contest period. If the selected winner cannot be contacted, is ineligible, or fails to claim the prize within fourteen days from the time award notification was sent, the prize may be forfeited and an alternate winner selected.

The receipt by the winner of the prize offered in this contest is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT THE SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

**8. Rights Granted by you:** By entering this contest, you understand that YSI/Xylem, anyone acting on behalf of YSI/Xylem, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the contest, and biographical information as news, publicity or

information and for trade, advertising, public relations and promotional purposes without any further compensation.

**9. Terms:** YSI/Xylem reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the contest. YSI/Xylem reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the contest or website or violates these Terms & Conditions.

By entering the contest, you agree to receive email newsletters periodically from YSI/Xylem. You can opt out of receiving this communication anytime by clicking the unsubscribe link in the newsletter.

**10. Limitation of Liability:** By entering, you agree to release and hold harmless YSI/Xylem and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the sweepstakes and/or their acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.

**11. Disputes:** THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE U.S.A. AND Ohio, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this contest, the participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this contest, shall be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will the participant be

permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than the participant's actual out-of-pocket expenses (i.e., costs associated with entering this contest, and participant further waives all rights to have damages multiplied or increased. The winner may also be asked to provide additional information to YSI and/or be asked to take part in an application story.

**12. Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the Xylem website. To read the Privacy Policy, <https://www.xylem.com/en-us/support/privacy>, click here.

**14. Sponsor:** The Sweepstakes Sponsor is YSI, a Xylem brand, 1700/1725 Brannum Lane, Yellow Springs, OH 45387, U.S.A.