

# TEAM NANOTEC SPM IMAGE CONTEST 2010

## OFFICIAL CONTEST RULES

### ORGANIZER

Team Nanotec SPM Image Contest 2010 (the "Contest") is jointly organized by Team Nanotec and innevo consulting ("innevo"), Team Nanotec's authorized sales partner in the Nordic countries. The Contest is sponsored by Team Nanotec GmbH, Wilhelm-Schickard-Straße 10, 78052 Villingen-Schwenningen, Germany ("Sponsor").

### TERM

The Contest consists of a submission phase, a judging phase and a voting phase.

Entry to the Contest begins on 25 October 2010 at 00:00 h Central European Summer Time (GMT+2) and ends on 28 November 2010 at 23:59 h Central European Time (GMT+1, "entry period"). Subsequently submissions enter the judging phase which ends on or about 5 December 2010. Public online voting starts on or about 6 December 2010 and ends on 10 January 2010 at 11:59 h Central European Time (GMT+1).

Sponsor's computer is the official timekeeping device for the Contest.

### ELIGIBILITY

Contest is open only to legal residents of the 27 member states of the European Union (EU) and the member states of the European Free Trade Association (EFTA) and the Russian Federation, who are at least eighteen (18) years old. Employees, officers and directors of Sponsor, innevo, their respective parent and affiliate companies and advertising and promotion agencies, as well as members of the immediate families (spouses, parents, siblings and children, and each of their respective spouse, regardless of where they reside) or households (whether related or not) of any of the above are NOT eligible to participate. The Contest is subject to all applicable EU and local laws and regulations. Void outside the EU, EFTA, the Russian Federation, and where prohibited. Entrants are responsible for complying with these Official Rules.

### HOW TO ENTER

To enter, send an email to [info@team-nanotec.de](mailto:info@team-nanotec.de). The email must contain the image, some information about the image and contact details of the contestant.

**Image themes**—Images must have been taken by a Scanning Probe Microscope and illustrate one (1) of the following four (4) themes (each a "Theme"):

- 1 Mechanical properties measurements
- 2 Magnetic properties measurements
- 3 Electric properties measurements
- 4 Topography

**Image format**—Images must be provided in digital format. All digital files must be 5 MB or smaller, must be in JPEG format (.jpg or .jpeg extension) or in TIFF format (.tif or .tiff extension), and must have at least 256 pixels on the shortest dimension.

**Image information**—Together with the image contestant must provide the following image information:

- Theme
- Brief description of the image
- Specimen and sampling method used
- Resolution
- SPM equipment and setup used
- Related publications (if appropriate)

**Contact information**—Together with the image, contestant must provide valid contact information such as:

- Full name and address of the contestant
- Affiliation (i.e. company, research institution etc.)
- Valid email address

Each entrant may submit entries in any Theme category he/she wishes and may submit entries at different times during the entry period, but no entrant may submit more than two (2) entries per Theme. The maximum number of total submissions allowed per entrant is four (4). A single email address may be used by only one entrant; entries by additional entrants using the same email address will be disqualified. If an entrant exceeds any of these limits, all of that entrant's entries will be disqualified.

**Image file name**—Image files should be named using ASCII code according to the following scheme: tnc2010\_[contestant's family name]\_[first letter(s) of contestant's given name(s)]\_[image date (yyymmdd)]; for example tnc2010\_public\_jq\_101003.

**Image requirements**—Each entry must comply with the following requirements:

- The image must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement.
- The image must not contain brand names or trademarks.
- The image must, in its entirety, be a single work of original material taken by the contestant.
- The images should not be manipulated and must satisfy scientific standards.
- The image must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any country or state where image is created.

**Image rights**—No images will be acknowledged or returned. By entering an image in this Contest, Entrant grants a nonexclusive, transferable, royalty-free, worldwide license Sponsor and innevo to edit, adapt and publish such image in connection with the Contest and promotion of the Contest, and Sponsor may use the image in connection with the Contest and promotion of the Contest for advertising, marketing and promotional purposes in commerce and in any and all media now known or hereafter known throughout the world in perpetuity, without attribution, compensation, permission or further notification to the entrant, his/her successors or assigns, or any other entity, unless prohibited by law. Except for the foregoing license, Sponsor does not claim ownership of any copyright in Contest submissions.

### CONTEST PRIZES

The following prizes will be awarded:

**First Prize**—One (1) First Prize will be awarded in the form of a €500.00 voucher.

**Runner-Up Prize**—One (1) Runner-Up Prize will be awarded in the form of a €250.00 voucher.

**Appreciation Prizes**—Each Contestant will be awarded a one-time waiver of shipping costs.

Winners of First Prize and Runner-Up Prize will be notified by mail, email, or phone on or about 12 January 2011. Prizes can be redeemed by orders placed with the Sponsor no later than 28 February 2011. To redeem the prizes, orders must be in the name of the

Contestant or his affiliated organization and must refer to the Prizes explicitly.

**Limits:**

- One (1) Appreciation Prize per person.
- Only one (1) Appreciation Prize redeemable per order.
- First Prize winners will receive a First Prize and an Appreciation Prize. Vouchers related to a First Prize cannot be used in conjunction with any other offers, discounts and vouchers except vouchers related to an Appreciation Prize.
- Runner-Up Prize winners will receive a Runner-Up Prize and an Appreciation Prize. Vouchers related to a Runner-Up Prize cannot be used in conjunction with any other offers, discounts and vouchers except vouchers related to an Appreciation Prize.

Prizes are not redeemable in cash and must be accepted as awarded. Prizes are non-transferable and no substitution will be made unless Sponsor, in its sole discretion, determines otherwise.

**WINNER DETERMINATION**

*Judging Phase*—During the Judging Phase, qualified judges determined by Sponsor in its sole discretion will select the top two (2) entrants from each of the four (4) Theme categories (the “Finalists”) based on the following criteria (“Judging Criteria”):

- Degree of novelty and relevance to the field of SPM and the Theme selected (40%);
- Impact and Creativity (20%); and
- Composition, clarity and technical quality (40%)

In the case of a tie, the entrant whose image shows the best “composition, clarity and technical quality” will be deemed the Finalist. Each Finalist will be notified on or around 6 December 2010 and each will be deemed a category Finalist subject to verification of eligibility and License and Liability Release.

*Voting phase*—During the voting phase, the eight (8) Finalist entries, two (2) per Theme, will be posted at [www.innevo.fi](http://www.innevo.fi). The Public will be invited to vote for their favourite image. Limit: Each participant may cast only one (1) vote during the voting phase.

The Finalist entry that receives the highest number of valid votes during the voting phase, as determined by Sponsor, will be the First Prize winner. The Finalist entry that receives the second highest number of valid votes during the voting phase, as determined by Sponsor, will be the Runner-Up Prize winner.

In case of a tie, the Sponsor, in its sole discretion, will select the potential winner from the tied Entries based on the Judges’ analysis of the entries using the Judging Criteria.

For the Voting Phase: Use of any automated system to vote is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected votes, which will be disqualified. If Sponsors determine, in their sole discretion, that a Finalist is in collusion with any voter who submits or attempts to submit an invalid vote, the Finalist will be disqualified.

**LIMITATION OF LIABILITY**

By entering this Contest, all entrants agree to release, discharge, and hold harmless Sponsor, innevo, and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective officers, directors, employees and agents (collectively, the “Released Parties”) from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize.

Sponsor and innevo assume no responsibility for any of the following in connection with the Contest: any error, omission, interruption, deletion, defect, or delay in operation or transmission; communica-

tions line failure; theft or destruction of or unauthorized access to Contest entries or votes; or alteration of entries or votes. Sponsor and innevo are further not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email entry or vote to be received on account of technical problems or traffic congestion on the Internet or at any website, human errors of any kind, fraud by any entrant, Finalist or vote, or any combination thereof, including without limitation any injury or damage to entrants’, voters’ or any other persons’ computers related to or resulting from participation, uploading or downloading of any materials in this Contest.

**CONDITIONS**

Entrants and voters agree that this Contest shall be subject to and governed by the laws of the Federal Republic of Germany and the court of jurisdiction shall be Villingen-Schwenningen, Germany. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or on connection with this Contest are hereby excluded and any entrant expressly waives any and all such rights. Certain restrictions may apply in some jurisdictions. Entries void if the Sponsor determines the image to not be an original, or if the entries are illegible, incomplete, damaged, irregular, altered, counterfeit, produced in error, obtained through fraud or theft or otherwise non-compliant with these Official Rules.

By participating, entrants and voters also agree (a) to be bound by these Official Rules; and (b) that the decisions of the Sponsor are final and binding with respect to all matters relating to the Contest. By accepting a prize, each winner agrees that Sponsor may use each winning image and each winner’s name, image, likeness, and/or voice in any publicity or advertising relating to the Contest without further compensation or approval (except where prohibited by law).

The Sponsor reserves the right to verify the validity and originality of any entry and/or entrant (including an entrant’s identity and address) and the validity of any voter, and to disqualify any entrant or voter who submits an entry or vote, respectively, that is not in accordance with these Official Rules or who tampers with the entry or voting process. Failure by the Sponsor to enforce any of its rights at any stage does not constitute a waiver of those rights.

**RIGHT TO CANCEL OR SUSPEND CONTEST**

If for any reason the Contest is not capable of running as planned, due to infection by computer virus, bugs, worms, Trojan horses, denial of service attacks, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend the Contest. In such event, no prizes will be awarded. If Sponsor elects to cancel or terminate the Contest under any of the circumstances described above, Sponsor will not retain any rights in the submitted images.

**DATA PRIVACY**

By entering, entrants agree that personal data, including without limitation name and address, may be processed, shared, and otherwise used for the purposes and within the context of the Contest and any other purposes outlined in these Official Rules. The data may also be used by the Sponsor in order to verify the participant’s identity, postal address, and telephone number or to otherwise verify the participant’s eligibility to participate in the Contest. Participants have the right to access, review, rectify, or cancel any personal data held by Sponsor by writing to Sponsor at Team Nanotec GmbH, Wilhelm-Schickard-Straße 10, 78052 Villingen-Schwenningen, Germany. Personal data will be used by Sponsor and its affiliates exclusively for the purposes stated herein.