

## Akoya Image Contest Official Rules

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### AKOYA BIOSCIENCES, INC.

- 1. Eligibility:** Entrants must be 21 years of age or older as of their date of entry in order to participate in the Contest. The Contest is subject to federal, state, and local laws and regulations and void where prohibited by law. The Sponsor's employees, its subsidiaries, affiliates, suppliers, partners, advertising and promotion agencies, and directors (collectively the "Employees"), as well as members of an Employees' immediate family and/or those living in the same household of Employees are ineligible to participate in the Contest. Also ineligible are (1) residents of any country subject to U.S. embargo; (2) any persons on the U.S. government's Denied Persons List, Specially Designated Nationals List, Entity List, Unverified List or any other similar list maintained by the U.S. government or any other government to whose laws the Sponsor, its subsidiaries or affiliated companies, the Contest or such person is subject, and all persons employed by or otherwise associated with any such person (including any such business, research institution, government or private organization, or other type of legal person); and (3) any persons for whom it would be illegal to participate in the Contest or receive Contest benefits as contemplated herein. The Contest is subject to all applicable laws and regulations, and is void where prohibited or where registration, bonding or language translation is required.
- 2. Sponsorship:** The sponsor of the Contest is Akoya Biosciences, Inc. (the "Sponsor" or "Akoya"), located at 100 Campus Drive, 6th Floor, Marlborough, MA 01752. The Sponsor will conduct the Contest substantially as described in these Official Rules.
- 3. Agreement to Rules:** By entering this Contest, the entrant ("You") agrees to abide by these Official Rules and Sponsor's decisions, which are fully and unconditionally binding in all respects. The Sponsor reserves the right to refuse, withdraw, or disqualify any entry at any time at the Sponsor's sole discretion. By entering this Contest, You represent and warrant that You are eligible to participate based on eligibility requirements explained in these Official Rules. You also agree to accept the decisions of the Sponsor as final and binding as it relates to the Contest.
- 4. Contest Entry Period:** The Contest begins on July 23, 2021 at 12:01 PM EST and ends on August 23, 2021 at 11:59 PM EST ("Entry Period"). To be eligible for the Contest, entries must be received within the specified Entry Period.
- 5. How to Enter:** Eligible Entrants can enter the Contest by posting any images that were produced using Akoya technology (stained using Akoya reagents, imaged using an Akoya instrument or analyzed using an Akoya software platform) to their personal LinkedIn and/or Twitter accounts. The image may be further modified using any other software to add icons or other images, provided that the submitter has permission to use such software, icons and/or images. You must include #AkoyaImageContest and tag us using @AkoyaBio or @Akoya Biosciences to all your posts and tweets for your entry. You may post as many images as you like but are eligible to win no more than one prize. Lastly, You must follow Akoya Biosciences on Twitter and LinkedIn. As a participant, your entry must fully meet all Contest requirements, as specified in the Official Rules, in order to be eligible to win a prize. Incomplete entries or those that do not adhere to these Official Rules or specifications will be disqualified at the Sponsor's sole discretion. Fraudulent methods of entry or circumvention of the rules may result in the Sponsor invalidating your entries and removing them from the Contest at the Sponsor's sole discretion.

- 6. Prizes:** The Winners of the Contest (the “Winners”) will receive an Amazon Gift Card in the amount of \$100.00. There shall be no cash or other prize substitution permitted except at the Sponsor’s discretion. The prize is non-transferable. The Winners, upon acceptance of the prize, are solely responsible for all expenses related to the prize, including without limitation any and all local, state, and federal taxes. The Winners shall not transfer assignment of the prize to others nor shall the Winners request the cash equivalent or prize substitution. Without limiting any other rights granted to Sponsor hereunder, by accepting the prize, the selected Winners grant permission for the Sponsor to use the Winner’s likeness, entry, and name for purposes of advertising and trade without further compensation unless prohibited by law.
- 7. Odds:** The total number of eligible entries received can affect the odds of winning.
- 8. Selection and Notification of Winners:** The top three entries with the most ‘likes’ on Twitter and/or LinkedIn as of the end of the Entry Period, as determined by Sponsor, will be selected as the Winners; provided, however, that in the event of tie, the Sponsor may select the Winner from among the tied entries in its sole discretion. The Sponsor will notify the Winners by contacting them via Direct Message on Twitter or LinkedIn within five days following Winner selection. The Sponsor is not responsible for nor shall have any liability for Winner’s failure to receive notices. Nor shall the Sponsor be liable for the Winners’ provision of incorrect or otherwise non-functioning contact information. If the Winner 1) fails to claim the prize within 5 business days from the time the award notification was sent, 2) is found ineligible, or 3) does not complete and return an executed declaration and release (in a form provided by Akoya) within the specified timeframe, the prize may be forfeited, and an alternate Winner may be selected. Receipt of the prize (offered in the Contest) by the Winner is upon the condition of compliance with any and all federal, state, and local laws and regulations. IF THE WINNER VIOLATES ANY OF THESE OFFICIAL RULES, THE WINNER (AT THE SPONSOR’S SOLE DISCRETION) WILL BE DISQUALIFIED, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.
- 9. Rights Granted by You:** By submitting an entry (e.g., image, video, photo, etc.) into this Contest, You understand and agree that the Sponsor, any individual acting on the Sponsor’s behalf, and the licensees, successors, and assigns of the Sponsor shall, where permitted by law, have the right to print, publish, broadcast, distribute and use in any media known now or hereafter developed, in perpetuity, worldwide, and without limitation, your entry(ies), name, photo, portrait, voice, likeness, image, statements about the Contest, and your biographical information for news, publicity, advertising, promotional purposes, trade, information, and public relations without any further notice, review, consent, compensation, or remuneration. Entries must be original work and not violate anyone’s proprietary or intellectual property rights. Entries that infringe upon the intellectual property rights of others will be disqualified. You shall defend or settle against such claims at your sole expense, and You shall indemnify, defend and hold harmless the Sponsor from any suit, etc. arising from Your entry into this Contest.
- 10. Terms & Conditions:** In its sole discretion, the Sponsor reserves the right to modify, suspend, cancel, or terminate the Contest should non-authorized human intervention, a bug or virus, fraud, or other causes beyond the Sponsor’s control, impact or corrupt the security, fairness, proper conduct, or administration of the Contest. The Sponsor, in the event of any of the above issues, may determine the Winner based on all eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsor. Individuals who tamper with or attempt to tamper with the operation or entry process of the Contest or website or violates these Official Rules will be disqualified by the Sponsor in its sole discretion. In its sole discretion, the Sponsor has the right to maintain the integrity of the Contest, to void entries for any reason, including, but not limited to the use of bots, macros, scripts, or other technical means for submission. Attempts by any Entrant to deliberately damage any website or undermine the legitimate operation of the Image Contest may be a violation of criminal and civil laws. If any such attempt is made, the Sponsor reserves the right to seek damages to the fullest extent permitted by law.

**11. Limitation of Liability:** Your entry into the Contest constitutes Your agreement to release and hold harmless the Sponsor and its subsidiaries, representatives, affiliates, partners, advertising and promotion agencies, successors, agents, assigns, directors, employees, and officers against and from any and all claims, liability, illness, injury, death, litigation, loss, or damages that may occur, directly or indirectly from participation in the Contest and/or the 1) Winner accepting, possessing, using, or misusing of any awarded prize or any portion thereof; 2) any type of technical failure; 3) the unavailability or inaccessibility of any transmissions, phone, or Internet service; 4) unauthorized intervention in any part of the entry process or the Contest; 5) electronic error or human error in the Contest administration or the processing of entries.

**12. Disputes:** THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF UNITED STATES OF AMERICA AND MASSACHUSETTS, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. The entrant agrees, as a condition of participating in this Contest, that if any disputes cannot be resolved between the entrant and the Sponsor, and if causes of action arise out of or are connected with this Contest, they shall be individually resolved exclusively before a court located in Massachusetts having jurisdiction, without resorting to any form of class action. Under no circumstances in any such dispute shall the participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with entering this Contest). The participant waives all rights to have damages multiplied or increased.

**13. Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the Akoya Biosciences website. [Click here to read the Privacy Policy.](#)

**14. Winners List:** You may obtain a copy of the Winner's name(s) or a copy of these Official Rules, by sending your request via mail with a stamped, self-addressed envelope to: Akoya Biosciences, Customer Care, 100 Campus Drive, 6th Floor, Marlborough, MA 01752, United States. Requests must be postmarked no later than December 30, 2021.

### For more information contact:

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