

2020 Dovetail™ Tree of Life Grant Awards Official Rules and Terms and Conditions

Official Rules

No purchase necessary. A purchase will not increase your chance of an award. The Dovetail Tree of Life Awards Program ("Grant Program") is sponsored by Dovetail Genomics, LLC ("Sponsor").

The Dovetail Tree of Life Awards Program (the "Grant") begins on September 1, 2020 and recipients will be notified by email no later than October 15, 2020. Deadline for submission is October 1, 2020 at 12:00:00 AM Pacific Time (PT).

Eligibility

The Grant Program is open to scientists and institutions working on a research project that could benefit from a scaffolded genome assembly. The Grant Program is not retroactive and does not apply to current projects between the Sponsor and applicant. If a person, applicant must be at least eighteen (18) years of age at the time of Submission. Applicants under bankruptcy protection or with judicial liens or attachments are ineligible.

Sponsor shall determine, at its sole discretion, whether an entry meets the eligibility criteria to participate in the Grant Program. Sponsor's decisions regarding eligibility and all other aspects of the Grant Program are final and binding.

Sponsor, its affiliated companies, and each of their respective, officers, directors, employees, agents and persons engaged in the development, production or distribution of materials for this Grant Program (collectively, the "Grant Program Parties") and the immediate family members (i.e., parent, child, sibling, and spouse) of each and/or persons living in the same household of such individuals (whether related or not) are not eligible to participate in the Grant Program. This Grant Program is subject to all applicable federal, state, and local laws and regulations, and is void in all other geographic locations and where otherwise prohibited by law.

The Grant Program as it is outlined is only valid in countries and regions where the Sponsor sells directly, not valid or alternative terms may apply in countries/regions where Distribution partners are present.



Award

There will be at least one (1) award granted and likely multiple. The successful grantee(s) will receive an \$15,000 Grant Award applied as discount a Dovetail Genomics genome assembly project. The two standard project packages (the "Award") are as follows:

- Package 1 Full De Novo Assembly + Genome Annotation + Chromatin Conformation Analysis*
- Package 2 Scaffolding Only+ Genome Annotation + Chromatin Conformation Analysis*

An Award amount for anything outside of these standard packages will be at the discretion of the Sponsor. A successful grantee must provide a DNA or tissue sample and/or a draft assembly acceptable to Sponsor and (if applicable) any existing sequence and assembly data of which successful grantee already is in possession.

This discount will not apply to the sequencing costs of the project. The discounted amount will not exceed \$15,000 USD.

* Genomes larger than 10 Gbp, containing chromosomes larger than 10 Mbp or with map-ability less than 40% prevent full chromosomal conformation analysis. If your genome falls into this category, Dovetail Genomics will only be able to provide a contact matrix file. Other conformation feature outputs such as A/B compartments, TADs and isochores will not be generated.

How to Enter

Simply fill out the online form, and including, if possible, the following information in the project description, before the Grant Program end date: genome size, species name, scaffold N50 of the current draft assembly, 250-word (max.) abstract of the scientific merits of the proposed project.

Except where prohibited, entry in the Grant Program constitutes each applicant's consent to the publication of her/his/its name, organizational information and completed Entry, including the Digital Image, (to the extent applicable) in any media for any commercial or promotional purpose (including, without limitation, the Internet), without further compensation.

By entering the Grant Program and providing an email address, each applicant gives Sponsor express permission to send applicant emails related Dovetail Genomics, and to the Grant Program, including, but not limited to notification of Successful grantees and a follow-up email in order to gather feedback regarding the Grant Program to be used in the planning and design of future Grant Programs.



Award Acceptance and Tax Liability

Awards are non-assignable and non-transferable. No substitutions may be made by the Successful grantee. Awards must be applied to the organism detailed in the entry. Sponsor reserves the right, at its sole discretion, to substitute a prize of equal or greater value if advertised prize becomes unavailable.

By accepting an award, each successful grantee acknowledges compliance with these Official Rules. All federal, state, local or other tax liabilities arising from this Grant Program are the sole responsibility of each successful grantee, respectively. All other expenses relating to acceptance of an award, including but not limited to taxes and any other expenses not specified herein are the sole responsibility of each successful grantee. Acceptance of an award constitutes permission for the Sponsor and its designees to use each successful grantee's name, photographs, entry material, other likenesses and biographical information for advertising, promotional or trade purposes, including but not limited to online announcements, in commerce and in all media worldwide without limitation or additional compensation, except where prohibited by law.

Successful grantees may be required, as instructed by Sponsor, to complete and sign: (i) an affidavit of eligibility/liability certifying that such Successful grantee has complied with the Official Rules of the Grant Program, (ii) a liability and publicity release (except where prohibited by law) and (iii) a service contract and statement of work with Sponsor. All details of any award not specified herein shall be determined solely by Sponsor. Award conditions may be added or modified by Sponsor, in its sole discretion. Failure to sign and return any of these documents or to comply with any term or condition of these Official Rules may result in a Successful grantee's disqualification, the forfeiture of its interest in the Award, and, at Sponsor's discretion, the presentation of the Award to a substitute recipient. An Award not won and/or claimed by a Successful grantee and not awarded to a substitute recipient by Sponsor in accordance with these Official Rules will remain the property of Sponsor. A Successful grantee may waive its right to receive the Award.

Disqualification

Should Sponsor determine, in its sole discretion, that any applicant has violated any of the prohibitions contained in these Official Rules or should be disqualified for any other reason, Sponsor shall have no obligation to award an Award to such applicant. Sponsor reserves the right, in its sole discretion, to disqualify any applicant it finds to be tampering with the entry process or the Grant Program; to be acting in violation of these Official Rules; or to be acting in an inappropriate or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.



Submitted Entries must be consistent with the Dovetail Genomics LLC Mission, strategy and values and Sponsor reserves the right, in its sole discretion, to reject and/or disqualify any entries, subjects, or related materials that Sponsor deems to be inconsistent with its reputational interests or that Sponsor believes may violate any applicable law or regulation or the rights of any third party or may subject the Grant Program, Sponsor, or Sponsor's clients or customers to controversy, negative publicity, scorn, or ridicule.

As a condition of entry, Sponsor reserves the right to require any finalist or successful grantee to submit to a background check prior to an award. Sponsor reserves the right at its sole discretion to disqualify any applicant based on such background check if, in its sole discretion, the Sponsor determines that awarding the prize to such applicant might reflect negatively on the Sponsor's image and/or reputation.

General Release/Limitation of Liability

By participating in the Grant Program, each applicant releases and holds Sponsor, its parent and affiliate companies and each of their directors, officers, employees, representatives, and agents harmless from and against any claims, costs, injuries, losses or damages of any kind arising out of or in connection with the Grant Program or with the acceptance, possession, use of or defect in any Award (including, without limitation, claims, costs, injuries, losses or damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light). Sponsor is not responsible for any incorrect or inaccurate information, whether caused by technical or human error or otherwise which may occur in the processing of entries or voting in this Grant Program or in the running of this Grant Program. Sponsor will not be responsible for typographical, printing or other errors in these Official Rules or in other materials relating to the Grant Program.

If for any reason, the Grant Program is not capable of running as planned, including but not limited to by reason of fraud, computer virus, worms, bugs, tampering, unauthorized intervention, technical limitations or failures, human error, mistake or any other cause that in the sole opinion of Sponsor could compromise, undermine, corrupt or otherwise affect the security, integrity, fairness, administration, or proper conduct of this Grant Program, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Grant Program at any time and without notice.

Notwithstanding anything set forth above, to the extent that the preceding release is determined by a tribunal of competent jurisdiction to be invalid, unenforceable or void for any reason, each applicant agrees that, to the fullest extent permitted by law (i) any and all disputes, claims, and causes of action arising out of or in connection with the Grant Program, or any awards awarded shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be



limited to actual out-of-pocket costs incurred by such applicant, but in no event attorney's fees and no greater than \$1,000; and (iii) under no circumstances will any applicant be permitted to obtain any award for, and applicant hereby waives all rights to claim, incidental, punitive or consequential damages.

Construction, Waiver and Dispute Resolution

The construction, validity, interpretation and enforceability of these Official Rules, and all issues and questions relating thereto, along with the rights and obligations of all applicants and of Sponsor, shall be governed by, and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions. In the event that any provision is determined to be invalid or otherwise unenforceable, such determination shall not affect the validity or enforceability of any other provision, and these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

Any specific waiver of any obligation hereunder by Sponsor does not constitute a general waiver of that obligation nor of any other obligation of applicant.

Any dispute concerning this Grant Program shall be submitted to binding arbitration in California within one (1) year from the date that the cause of action arose (or, if multiple cause of actions are involved, from the date that the first cause of action arose), with such arbitration conducted pursuant to the then prevailing rules of the American Arbitration Association. To the fullest extent permitted by law, no arbitration brought pursuant to these Official Rules shall be joined to any other arbitration initiated pursuant to these Official Rules.

Copyright

By participating in the Submission Process for this Grant Program, applicant awards to Sponsor, its parent and affiliated companies an exclusive, assignable, royalty-free and irrevocable right and license to edit or otherwise use all materials submitted by applicant in connection with the Grant Program, in whole or in part, for any purpose and in any manner or media (including, without limitation, the Internet) now known or hereafter devised, throughout the world in perpetuity, and to license others to do so, without notice and without compensation, royalty, accounting, liability or obligation of any kind to any applicant. Each applicant further agrees that it will use its best efforts to have its employees, consultants, volunteers, officers and directors sign any additional licenses or releases that Sponsor may require.

BY SUBMITTING SUBMISSION MATERIALS, APPLICANTS EACH ACKNOWLEDGE THAT THE SUBMISSION MATERIALS, AND ANY OTHER MATERIALS SUBMITTED IN CONNECTION WITH THIS PROGRAM, MAY



BE POSTED ON THE SPONSOR'S WEBSITE(S), IN SPONSOR'S SOLE DISCRETION. Sponsor reserves the right to edit the Submission Materials and other materials prior to posting them to the website in its sole discretion.

SPONSOR/ADMINISTRATOR: Dovetail Genomics, LLC