

23andMe ASHG 2017 Contest (the "Promotion")

Official Rules

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

1. **Sponsor:** The sponsor of this Promotion is 23andMe, Inc. ("23andMe"), 899 West Evelyn Avenue, Mountain View, CA 94041. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Twitter.
2. **Eligibility:** This Promotion is open only to legal residents of the 50 United States of America or the District of Columbia who are 18 years of age or older as of the date of entry. Employees of 23andMe, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "Employees"), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Promotion.
3. **Agreement to Rules:** By participating, each entrant ("Entrant" or "You") agrees to be fully and unconditionally bound by these Official Rules ("Rules"). You represent and warrant that You meet the eligibility requirements, and You agree to accept the decisions of 23andMe and results of the winner selection as final and binding as it relates to this Promotion.
4. **Entry Period:** Entries will be accepted starting on Monday, October 16th at 10am EDT and ending Thursday, October 19th at 6pm EDT (the "Entry Period"). All entries must be received by the end of the Entry Period.

How to Enter: To enter the Promotion, You must, during the Entry Period be a registered attendee of the American Society of Human Genetics 2017 annual meeting. You must follow @23andMeResearch on Twitter and tweet at @23andMeResearch with your answer to the following question: "What question would you ask 23andMe research participants for analysis in a new GWAS?" Limit five (5) entries per person; any additional entries will be void.

Entry must be made by You via Your Twitter account as contemplated by these Rules, and You must fulfill all Promotion requirements, as specified in these Rules, to be eligible to win a prize. Submissions made by any other individual or any entity, and/or originating at any other website, including but not limited to commercial contest subscription notification or entering service websites, will be declared invalid and disqualified. Entries that are incomplete or do not adhere to the Rules or specifications may be disqualified at the sole discretion of 23andMe. If You use fraudulent methods or otherwise attempt to circumvent the Rules, your submission may be removed from eligibility at the sole discretion of 23andMe. In the event of a dispute regarding the identity of the individual who actually submitted an entry

cannot be resolved to 23andMe's satisfaction, the affected entry will be declared invalid and disqualified. The Promotion Entities (as defined below) shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error which may occur in the processing of the entries in the Promotion. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

Except as otherwise contemplated in these Rules, any personal information collected in connection with the Promotion will be used in accordance with the online privacy policy available at <https://www.23andme.com/privacy/>.

5. **Prizes:** Three (3) winner(s) of the Promotion (each, a "**Winner**") will each receive one gift code to order a Health + Ancestry Service kit online at 23andMe.com. The approximate retail value of the prize is \$199.00. Actual value may differ at time of prize award. The specifics of the prize shall be solely determined by 23andMe. No cash or other prize substitution shall be permitted except at 23andMe's discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for 23andMe to use Winner's name, likeness, Twitter "handle" and entry for purposes of advertising and trade without further compensation, unless prohibited by law. Limit one prize per person.

6. **Winner Selection and Notification:** Three (3) potential winners will be selected by a panel of qualified judges under the supervision of 23andMe from all eligible entries received during the Entry Period, based on the following equally weighted criteria: 1. originality (entry must not already be a part of published research by 23andMe, and preference will be given to entries that are not currently part of a 23andMe survey) and 2. scientific merit of response (as judged by representatives of the 23andMe Research Team). The judging criteria are to be applied in the sole discretion of 23andMe; each Entrant agrees to be bound by and not challenge the final decisions of the judges and 23andMe. Potential winner(s) will be notified by by Twitter direct message from @23andMeResearch to the potential winner's Twitter account used to submit the entry within one day following the end of the Entry Period. POTENTIAL WINNERS MUST BE FOLLOWING @23andMeResearch AT THE TIME OF WINNER NOTIFICATION TO BE NOTIFIED. Potential winners must also provide proof of attendance at ASHG 2017. 23andMe shall have no liability for a potential winner's failure to receive notices due to a potential winner's security settings or due to a potential winner's use of an incorrect or otherwise non-functioning social media account. If a potential winner cannot be contacted, is ineligible, fails to claim the prize within fifteen (15) days from the time

award notification was sent, or fails to timely return any required Prize Claim Documents (as defined below), the prize may be forfeited and an alternate potential winner selected. Receipt by a potential winner of the prize offered in this Promotion is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE RULES BY WINNER (AT 23ANDME'S SOLE DISCRETION) WILL RESULT IN THE POTENTIAL WINNER'S DISQUALIFICATION AS WINNER OF THE PROMOTION, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

7. **Rights Granted by You:** By entering this Promotion, You understand and agree that 23andMe, anyone acting on behalf of 23andMe, and 23andMe's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the world, without limitation, your entry, name, profile picture, statements about the Promotion, responses provided to the Promotion question, Twitter "handle" and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent. Specifically, you agree that 23andMe may use any response provided by you in connection with the Promotion to conduct research and/or analysis and publish the results of the same without any further compensation or remuneration to you.

8. **Terms & Conditions:** 23andMe reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion should virus, bug, non-authorized human intervention, fraud, or other cause beyond 23andMe's control corrupt or affect the administration, security, fairness, or proper conduct of the Promotion. In such case, 23andMe may select the potential winners from all eligible entries received prior to and/or after (if appropriate) the event giving rise to suspension or cancellation. 23andMe reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Promotion, including but not limited to by using any device to automate the entry process, or violates these Rules. 23andMe has the right, in its sole discretion, to maintain the integrity of the Promotion.

9. **Limitation of Liability:** By entering, You agree to release and hold harmless 23andMe, its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors (collectively, the "Promotion Entities") and Twitter 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 Promotion and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of

the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries. You agree the promotion entities have not made any warranty, representation, or guarantee, express or implied, in fact or in law, with respect to any prize, including, without limitation, regarding such prize's quality or fitness for a particular purpose.

10. **Governing Law:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of entrants and 23andMe in connection with the Promotion 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 laws rules or provisions. Any legal claims arising out of or relating to the Promotion or these Rules must be brought in the federal or state courts located in the state of California. As a condition of participating in this Promotion, Entrant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Promotion, shall be resolved individually, without resort to any form of class action, exclusively before a court located in San Francisco, California. Further, in any such dispute, under no circumstances shall 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 Promotion). Participant further waives all rights to have damages multiplied or increased.

11. **Winners List / Official Rules.** To obtain any legally required winners list (after the conclusion of the Promotion) or a copy of these Rules, send a self-addressed envelope with the proper postage affixed to: 899 W Evelyn Ave, Mountain View, CA 94041. Please specify "winners list" or "Official Rules" and the name of the Promotion in your request.