

2011 BIOMARKER DISCOVERY PILOT GRANT PROGRAM OFFICIAL RULES, TERMS & CONDITIONS

FOR LIFE SCIENCE RESEARCH ONLY. NO PURCHASE NECESSARY. VOID WHERE PROHIBITED.

1. PROGRAM DESCRIPTION: The Program will begin at 9:00:01 p.m. US Pacific Time (PT) on February 3rd, 2011 and will end at 9:00:00 p.m. US PT on August 1st, 2011 (collectively, the "Entry Period"). By participating in the Program, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of RayBiotech, Inc. ("Sponsor"), which shall be final and binding in all respects.

2. ELIGIBILITY : To be eligible to enter this Program, Entrants must be individuals who (a) **have earned or been awarded a PhD, MD or equivalent degree;** (b) **are primarily engaged in life science research**, i.e. not private clinical practice, and **actively employed by an academic, nonprofit or not-for-profit institution, government institution, research hospital or commercial entity that is engaged in such life science research at the time the grant is awarded;** and (c) **reside in a jurisdiction where this Program is permitted by law.** Sponsor, its subsidiaries, affiliates, distributors, sales representatives, and each of their respective officers, directors and employees (collectively, the "Program Entities"), the immediate family members and/or those persons living in the same households of the foregoing, and individuals and entities engaged primarily in private clinical practice are not eligible to enter or win in this Program. This Program is void where prohibited by law or by the policies of the Entrant's employer.

3. INTELLECTUAL PROPERTY (IP): Any IP resulting from research funded, in whole or in part, by the awards of this Program will remain solely with the researchers and/or their respective institutions or employers, according to the IP policies of those institutions or employers. Nothing in this agreement shall be construed as to compel any Entrant or Award Winner to share intellectual property or associated royalties with the Program Entities. Furthermore, the Program Entities hereby disavow any claim to such PI and affirm and declare that they will take no action to claim or challenge the ownership of the IP resulting from research funded, in whole or in part, by the awards of this Program or any discounts of RayBiotech products or services offered to any entrant of the Program.

3. HOW TO ENTER: To enter, during the Entry Period visit the following Webpage, <http://www.RayBiotech.com/Grant.asp>, to download the official application form and complete a grant application. Applications must be sent as attachments via email to grant@raybiotech.com within the Entry Period. Attempts to submit an entry by any other route will be ineligible for consideration. Each Entrant may submit a single application for a single research project, using only one name and email address. Entrants may revise their grant application; in such case, only the last application of that Entrant received by the Sponsor during the Entry Period will be considered for an award. Late or incomplete entries will be disqualified.

- A. Multiple entries for distinct research projects by a single person and/or email address are prohibited and will cause that entrant to be disqualified. In case of dispute, entries will be declared made by the authorized account holder of the email address submitted at the time of entry. All required information must be completed to enter and to be eligible to win.
- B. The Program Entities shall not be responsible for incorrect or inaccurate entry information whether caused by any of the equipment or programming associated with or utilized in the Program, or by any technical or human error which may occur in submitting your application via e-mail or its processing by the Program Entities.

- C. All materials submitted with the Program application shall collectively be referred to as "Entry Materials." All Entry Materials become the property of the Sponsor and none will be acknowledged or returned. False, fraudulent and/or deceptive entries or acts shall render entrants ineligible for the Program.

4. GRANT AWARD REVIEW PROCESS: Each eligible grant application will be reviewed and judged by a panel of scientists selected by RayBiotech beginning on or about August 15th, 2011, based on the following criteria:

- A. Scientific merit of the proposed research
- B. Qualifications of the applicant and other team members
- C. Potential impact of the research on science and medicine
- D. Clarity in expression of how RayBiotech products will be used in biomarker research
- E. Quality of research resources available to the researcher, including biospecimens and bioinformatics tools and expertise

Award notification: Award recipients will be notified by email before or on October 4, 2011. Sponsor reserves the right to publicize the identity of award recipients in any forum or media of its choosing, including, but not limited to, the Sponsor's Website or in press releases. If any potential winner is found to be ineligible or if he or she has not complied with these Official Rules or declines a grant award for any reason prior to award announcement, such potential winner will be disqualified and an alternate winner may be selected.

5. AWARDS: Award amounts will consist of individual awards of \$5,000 to \$20,000 worth of RayBiotech products and/or services. The number of awards for each of these amounts and the total value of all awards will be determined by RayBiotech, based upon the total number and overall merit of the applications received. All Awards are subject to the terms and conditions set forth in Sponsor's award acceptance agreement or other legal documents required to accept or redeem them ("Agreements"). All Awards may be applied to purchase orders for RayBiotech products and/or services received from the entities employing the winning Entrants (herein referred to as Award Winners) at the time of redemption of each Award. However, if a Winner is employed under the direction of a Principal Investigator (PI), any such awards shall be credited on behalf of the Winner's PI. Within the time period established by Sponsor at time of award notification, Winners will be required to sign and return applicable Agreements prior to receiving the award. Failure to qualify for or sign the applicable Agreements within the time established by Sponsor may result in forfeiture of the award in its entirety, and in such case an alternate winner may be selected. Awards may be redeemed for any combination of RayBiotech's antibody array, ELISA or EIA products and/or testing or biostatistics or bioinformatics services performed by RayBiotech using these products. No cash equivalent or other substitutions are permitted. Award redemptions cannot be combined with other offers; ie, the prices of products and services received via redemption of any Award will be valued at RayBiotech's prevailing retail price at the time of purchase and are not subject to any other discounts or price concessions.

6. GENERAL CONDITIONS: Limit one entry per Principal Investigator. Limit one award per entrant or research lab. All details and other restrictions of grant awards not specified in these Official Rules will be determined by Sponsor in its sole discretion. All taxes (and the reporting consequences thereof) and any other fees or costs associated with receiving or accepting award funds or with shipping and handling of redeemed products, including import fees and duties, are the sole responsibility of the winners. **Sponsor reserves the right to choose the winners without notifying or explaining to other Entrants as to the reason(s) they were not selected for an award.** Each potential winner may be required to execute and return an Affidavit of Eligibility/Liability Release and (where legal) a Publicity Release within fourteen (14) days of award notification, or the award may be forfeited in its entirety and an alternate winner may be selected. If a potential winner cannot be reached via the contact information provided on his/her

entry within two (2) days of the first attempt, or if the confirmation of award acceptance is declined, unclaimed or undeliverable, an alternate winner may be selected.

7. GENERAL RELEASE: By participating in the Program, each entrant agrees that

- A. The Program Entities shall not be responsible or liable for any losses, damages or injuries of any kind resulting from participation in the Program or in any Program related activity, or from entrant's acceptance, receipt, possession and/or use or misuse of any award, and have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any award and specifically disclaim all such warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose.
- B. By accepting an award, the Winner agrees to the use of his/her name, photograph, likeness, and/or city/state/country of residence by Sponsor, or any party authorized by Sponsor, for advertising and promotional purposes worldwide and in any and all media without additional notice or compensation, except where prohibited by law or by employment contract with his/her employer.
- C. Except where prohibited by law or by the editorial policies of the journal in which the research is published, Winners must acknowledge material support of Sponsor's grant in any scientific publications resulting from research sponsored by the grant award, in whole or in part.
- D. The Program Entities assume no responsibility for any damage to an Entrant's computer system which is occasioned by accessing the Website or otherwise participating in the Program, or for any computer system, phone line, hardware, software or program malfunctions or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, or stolen submissions or award notifications.
- E. Sponsor reserves the right in its sole discretion to cancel, terminate, modify, suspend or extend the Program and, in the event of any termination or cancellation, select Winners from among all eligible, non-suspect entries received prior to the termination or cancellation. Only the type and quantity of awards described in these Official Rules will be awarded. If any provisions of these Official Rules are determined to be invalid or unenforceable, these Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision were not contained herein.

9. PRIVACY: Entry information may be shared with third parties to the extent required for judging or award fulfillment purposes. In addition, by submitting an entry, Entrants agree that the Sponsor may contact them by email, telephone, direct mail or other means for purposes of discussing Sponsor's products and services.

10. GOVERNING LAW/JURISDICTION: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE PROGRAM SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF GEORGIA, U.S.A., WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. As a condition of participating in this Program, each 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 Program shall be resolved individually, without resort to any form of class action, exclusively by an arbitrator or mediator having jurisdiction in the state of Georgia, USA. Further, in any such dispute, the Entrant hereby waives all rights to claim punitive; incidental; or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket

expenses (i.e., costs associated with entering this Program) and specifically waives all rights to have damages multiplied or increased.

11. **WINNERS LIST:** For the names of the Winners, send a self-addressed, stamped envelope to RayBiotech Biomarker Discovery Pilot Grant Winner List, 3607 Parkway Lane, Suite 200, Norcross, GA 30092, for receipt by Sponsor no later than December 31, 2011. Names of verified winners will also be posted on at www.RayBiotech.com/Grant within 30 days after all winners have been verified.

OFFICIAL ADDRESS OF SPONSOR: RayBiotech, Inc., 3607 Parkway Lane, Suite 200
Norcross, Georgia 30092.