

2022-2023

Minus K Technology Isolator Giveaway Submission Form
(Deadline 2/28/2023. Email to edgiveaway@minusk.com)

College name:

Department:

1. For what application will a granted isolator be used (please be detailed)?

2. What is the payload weight for your application?

3. What are the dimensions of your payload (width, depth & height)?

4. Where is the center of mass of your payload within the provided dimensions (Estimate is OK)?

5. Is there a moving stage within your payload? Yes No

If yes, provide the size, weight, speed and total distance of travel.

6. Are you currently experiencing a vibration issue? Yes No

If yes, briefly explain your vibration issue and the source (if known):

7. What are you currently using for vibration isolation?

8. What model isolator are you interested in for your application?

9. How will Minus K's low frequency vibration isolation positively effect your application?

(You may provide up to two pages of additional information to fully explain this positive effect)

10. Had you heard of Minus K Technology before this giveaway opportunity? Yes No

If yes, briefly explain what you heard and the source:

College name:

Applicant name:

Applicant email:

By signing this Submission Form, the department head represents that they have the authority on behalf of their college department to enter into this Giveaway, and agrees to be bound by the Terms and Conditions of this Giveaway, which Terms and Conditions are included at the end of this Submission Form. One of these terms provide that if the college is awarded and accepts a vibration isolator, the department will participate in a brief interview six months after receiving the isolator.

Department:

Date:

Department head name:

Department head contact email:

Department head signature:

Terms and Conditions

NO PURCHASE NECESSARY TO ENTER OR WIN. LIMITED TO ONE ENTRY PER COLLEGE DEPARTMENT VOID WHERE PROHIBITED.

ENTRY IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.

1. **BINDING AGREEMENT.** In order to enter the Minus K Technology Isolator Giveaway ("Contest"), you must agree to these Terms and Conditions ("Terms"). Therefore, please read these Terms prior to entry to ensure you understand and agree. You agree that submission of an entry in the Contest by completing and delivering the Submission Form constitutes agreement to these Terms. You may not submit an entry to the Contest and are not eligible to receive any prize unless you agree to these Terms. These Terms form a binding legal agreement between you and Minus K Technology, Inc. ("Minus K") with respect to the Contest.
2. **ELIGIBILITY.** This Contest is open to departments of colleges and universities within the United States, that have an AFM, Electron Microscope, Interferometer, Laser Optical System, Micro Hardness Tester, or any other special equipment that would benefit from a low-frequency vibration isolator. The Contest is void outside the 50 states comprising the United States and where prohibited by law. At Minus K's discretion or where required by law, Minus K will provide a substitute prize of equal or greater value. Any duties and taxes (if applicable) are the sole responsibility of the recipients. Current employees, interns, contractors, and official office-holders of Minus K, and its subsidiaries, affiliates, and their respective directors, officers, employees, representatives, and agents ("Contest Entities"); and members of the Contest Entities' immediate families (parents, siblings, children, spouses, and life partners of each, regardless of where they live) and members of the Contest Entities' households (whether related or not) are ineligible to participate in this Contest.
3. **HOW TO ENTER.** All contestants must complete the giveaway submission form and send it back to Minus K (1) via email at edgiveaway@minusk.com, or (2) via telecopier at Fax (310) 348-9638. All submissions must be received by Minus K no later than **February 28, 2023** (the "Final Submission Date").
4. **JUDGING AND SCORING.** All Contest submissions will be judged based on the following criteria (the determining of winners being within the sole discretion of Minus K): Entries will be judged by Minus K by reviewing the submission forms. Judging will be on multiple categories:
 - Completeness of information provided
 - Vibration issues being encountered
 - Proposed application use
 - Current need
 - How the vibration isolator will positively benefit the application
5. **ANNOUNCEMENT OF WINNERS AND PRIZES.** Contestants will be notified by March 31, 2023 and posted on Minus K's website, www.minusk.com. A new FREE Minus K vibration isolator selected by Minus K will be shipped to Contestant within two months of notification.
6. **PRIZES.** Minus K's Contest is giving away a total of \$25,000 (retail value) of its patented vibration isolators, with each contestant being eligible to receive one negative-stiffness vibration isolator. The prize for successful contestants will be selected by Minus K from one of the following models: WS-4, BM-1, BM-4, BM-8, BM-10 and CM-1. However, based upon the information provided by the contestant in its Contest Submission Form, number of completed Submission Forms, Minus K reserves the right to substitute a different model in order to accommodate the successful contestant's application and payload needs.
7. **TAXES. PAYMENTS TO POTENTIAL WINNERS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT TO MINUS K ALL DOCUMENTATION REQUESTED BY MINUS K TO PERMIT IT TO COMPLY WITH ALL APPLICABLE STATE, FEDERAL, AND LOCAL TAX REPORTING AND WITHHOLDING REQUIREMENTS. ALL TAXES IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNERS.** In order to receive a prize, potential winners must submit the tax documentation within 7 days of request by Minus K or otherwise required by applicable law, to Minus K or the relevant tax authority, all as determined by applicable law. The potential winner is responsible for ensuring that it complies with all the applicable tax laws and filing requirements. If a potential winner fails to provide such documentation or comply with such laws, the prize may be forfeited and Minus K may, in its sole discretion, select an alternative potential winner.

8. **CONDITIONS OF PARTICIPATION.** Contestant's participation in this Contest means that contestant agrees to be bound by the terms of these Terms and by the decisions of Minus K, which are final and binding on all matters pertaining to this Contest. Prizes are awarded subject to Minus K's standard customer warranty, without warranty of any other kind from Minus K, express or implied. These customer product warranty terms are set forth elsewhere in these Terms. Potential prize winner(s) may be required to sign and return a publicity release within two weeks following notification of a prize award. Failure to comply within this time period may result in disqualification and selection of an alternate winner. To the extent permitted by law, contestant agrees to hold Minus K, its subsidiaries and affiliates and their respective directors, officers, employees and assigns harmless for any injury or damage caused or claimed to be caused by participation in the Contest and/or use or acceptance of any prize won, except to the extent that any death or personal injury is caused by the negligence of Minus K. Minus K will not be liable in the event a typographical or other error occurs in the administration of the Contest or the announcement of the winners. By accepting a prize, contestant agrees and consents to Minus K's use of contestant's name and/or likeness to name the contestant for a reasonable time after completion of the Contest in promotional and advertising material of Minus K (or its agents) as a winner of the Contest without additional compensation, unless prohibited by law. In addition, if the contestant is awarded a vibration isolator, the applicable department personnel will participate in an interview by Minus K within six months after receiving the isolator. The interviews will be used to learn how vibration isolator helped with the application goals and the interview may be used for articles in industry publications. This authorization also grants Minus K the use of the institution's name in such publications.
9. **WARRANTY AND INDEMNITY.** To the maximum extent permitted by law, each contestant indemnifies and agrees to keep indemnified Minus K at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the contestant. To the maximum extent permitted by law, each contestant agrees to defend, indemnify and hold harmless Minus K from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or accruing from (a) any entry or other material uploaded or otherwise provided by the contestant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person, (b) any misrepresentation made by the contestant in connection with the Contest; (c) any non-compliance by the contestant with these Terms; and (d) acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest.
10. **ELIMINATION.** Minus K reserves the right to disqualify any submission that it believes in its sole and unfettered discretion does not comply with these Terms. **NO RECOURSE TO JUDICIAL OR OTHER PROCEDURES.** To the extent permitted by law, the rights 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 in connection with this Contest are hereby excluded, and any contestant expressly waives any and all such rights. If such exclusion or waiver is not permitted by law, the contestant agrees to submit to the exclusive jurisdiction of the courts located within the county of Los Angeles, California to resolve any legal matter arising from the dispute or claims. Contestants agree that these Terms are governed by the laws of the State of California, USA. Contestants further agree that Minus K will not be liable for any errors, ambiguities or other inaccuracies caused by Minus K in the design, execution, judging or other aspects of the Contest.
11. **INVALIDITY.** If any provision(s) of these Terms are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.
12. **WINNERS' LIST.** For the winners' names, go to www.minusk.com after the Contest closes.
- SPONSOR.** The Sponsor of this Contest is Minus K Technology, Inc., 460 Hindry Ave., Unit C, Inglewood, CA 90301

MINUS K'S STANDARD PRODUCT WARRANTY

WARRANTY:

Minus K warrants to the Customer that the Product will be free of defects in material and workmanship for a period of one year from the date of delivery to the Customer (the "warranty period").

WARRANTY CLAIMS:

If the Product is defective and Minus K is notified in writing of the defect during the warranty period, Minus K shall, at Minus K's option, either (i) repair the Product at Minus K's place of business, or (ii) replace any such defective Product. The Customer shall be required to ship the defective Product to Minus K, at the Customer's expense, in order to obtain the warranty repair or replacement.

LIMITATION ON CLAIMS:

Customer's sole remedy for any defect is repair or replacement of the Product upon compliance with the preceding paragraph entitled "Warranty Claims." Minus K shall have no liability for claims resulting from abuse of the product. In no event shall Minus K or any of its affiliates have any liability to Customer or any other person for incidental or consequential damages. **EXCEPT AS EXPRESSLY PROVIDED HEREIN, MINUS K MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND MINUS K HEREBY DISCLAIMS ANY AND ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED**

WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR AND FITNESS FOR A PARTICULAR PURPOSE.