[Merck KGaA, Darmstadt, Germany will handle all data and information provided in the registration only for the purpose of this event and in accordance with the emdgroup.com privacy statement (https://www.emdgroup.com/en/privacy-statement.html)]

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| --- |
| **Capabilities to participate in The Ultimate High-k Challenge**  **Please provide a detailed description on your in-house capabilities and equipment in order to participate in the Ultimate High-k Challenge (this information will be used in order to determine if you can participate in the Challenge)** |
|  |

I hereby confirm, that I am not a Healthcare Professional (as further described in section 2 of the Terms and Conditions below) and I am not employed at a health care organization (as further described in section 2 of the Terms and Conditions below);

I hereby confirm, that I have read and hereby accept the Terms and Conditions for The Ultimate High-k Challenge (see below for terms and conditions)

I hereby allow Merck KGaA, Darmstadt, Germany and its affiliates to communicate and publish my full name, my job title and affiliation for any communications and publications related to my/our MATERIAL submitted and/or to the EVENT in case I or my TEAM is chosen as the WINNER of the EVENT.

I hereby allow Merck KGaA, Darmstadt, Germany and its affiliates the right to handle, test, and analyze any material transferred with regards to this EVENT. Merck KGaA, Darmstadt, Germany will make no effort to analyze the composition or chemical structure of the material provided. Merck KGaA, Darmstadt, Germany will not attempt to commercialize or patent any material provided to Merck KGaA, Darmstadt, Germany through this EVENT.

*(by submitting material to this EVENT your fundamental right to patent said material is not revoked. PARTICIPANTS need to be aware that Merck KGaA, Darmstadt, Germany is a large science and technology company and therefore may work on similar projects and materials independently.)*

I hereby authorize the person indicated below as **Team Member** **1** to act as the TEAM SPOKESPERSON for contact and EVENT administrative purposes and for the conclusion of a Material Transfer Agreement in accordance with these Terms and Conditions.

Team Spokesperson / Team Member 1:

|  |  |
| --- | --- |
| Name: |  |
| Job Title: |  |
| Affiliation: |  |
| Street Address: |  |
| City, Zip  Country: |  |
| e-mail address: |  |
| Telephone Number: |  |
| Signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Team Member 2:   |  |  | | --- | --- | | Name: |  | | Job Title: |  | | Affiliation: |  | | Street Address: |  | | City, Zip  Country: |  | | e-mail address: |  | | Telephone Number: |  | | Signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |   Team Member 3:   |  |  | | --- | --- | | Name: |  | | Job Title: |  | | Affiliation: |  | | Street Address: |  | | City, Zip  Country: |  | | e-mail address: |  | | Telephone Number: |  | | Signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |   Team Member 4:   |  |  | | --- | --- | | Name: |  | | Job Title: |  | | Affiliation: |  | | Street Address: |  | | City, Zip  Country: |  | | e-mail address: |  | | Telephone Number: |  | | Signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |   Team Member 5:   |  |  | | --- | --- | | Name: |  | | Job Title: |  | | Affiliation: |  | | Street Address: |  | | City, Zip  Country: |  | | e-mail address: |  | | Telephone Number: |  | | Signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |   Team Member 6:   |  |  | | --- | --- | | Name: |  | | Job Title: |  | | Affiliation: |  | | Street Address: |  | | City, Zip  Country: |  | | e-mail address: |  | | Telephone Number: |  | | Signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |   Team Member 7:   |  |  | | --- | --- | | Name: |  | | Job Title: |  | | Affiliation: |  | | Street Address: |  | | City, Zip  Country: |  | | e-mail address: |  | | Telephone Number: |  | | Signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |   Team Member 8:   |  |  | | --- | --- | | Name: |  | | Job Title: |  | | Affiliation: |  | | Street Address: |  | | City, Zip  Country: |  | | e-mail address: |  | | Telephone Number: |  | | Signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |
|  | |

**Please email this completed document with all signatures to** [**Open.Innovation@emdgroup.com**](mailto:Open.Innovation@emdgroup.com)

**If you apply as a team, please fill-in the appropriate information for each team member with a signature of each team member.**

Terms and conditions for the Ultimate High-k Challenge:

ENTERING OR WINNING THIS Ultimate High-k Challenge WILL AND IS NOT GRANTED AS REWARD OR IN EXCHANGE FOR RECOMMENDING, PRESCRIBING, DISPENSING, PURCHASING, SUPPLYING, SELLING, ADMINISTERING, REFERRING, ARRANGING FOR, OR ORDERING PHARMACEUTICAL PRODUCTS, OR TO INDUCE ANY REGISTRANT OR PARTICIPANT TO THE EVENT RECOMMENDING, PRESCRIBING, DISPENSING, PURCHASING, SUPPLYING, SELLING, ADMINISTERING, REFERRING, ARRANGING FOR, OR ORDERING PHARMACEUTICAL PRODUCTS IN THE FUTURE. BY REGISTERING FOR THIS Ultimate High-k Challenge, YOU AGREE TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS BELOW. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT REGISTER FOR THE Ultimate High-k Challenge AND DO NOT SUBMIT A REGISTRATION.

ORGANIZER shall have the right to change the current terms and conditions (“**TERMS AND CONDITITONS**”) in connection as it may deem proper and may amend them at any time, and ORGANIZER shall have the full power in the matter of interpretation and enforcement thereof. ORGANIZER will inform REGISTRANTSor PARTICIPANTS in such cases.

1. ORGANIZER. The Ultimate High-k Challenge (the “EVENT”) is sponsored by Merck KGaA, Darmstadt, Germany (…) (the “ORGANIZER”):
2. ELIGIBILITY. The EVENT is open and offered only to (i) individuals age eighteen (18) or older at time of registration (“INDIVIDUAL PARTICIPANT”), and (ii) TEAMS composed of INDIVIDUAL PARTICIPANTS (as further described below). However, the EVENT is not open to: (i) employees or internally contracted vendors of ORGANIZER and its affiliates; (ii) any employee whose employer’s guidelines or regulations do not allow entry in the EVENT or acceptance of the prize, or to HEALTHCARE PROFESSIONALS (“*HEALTHCARE PROFESSIONALS” means for the purposes of these TERMS AND CONDITIONS any natural person that is a member of the medical, dental, pharmacy or nursing professions or any other person who, in the course of his or her professional activities, may prescribe, purchase, supply, recommend or administer a medicinal product or provide healthcare services and his/her office staff, and any payer for PHARMACEUTICAL PRODUCTS, including any national and local reimbursement authority or any other person considered as a healthcare professional under applicable laws and codes. PHARMACEUTICAL PRODUCTS means for the purposes of this TERMS AND CONDITIONS any ORGANIZER’s or its affiliates’ drug/medicinal product, biological product, or medical device (including investigational products and irrespective of patent or regulatory status and/or whether it is branded or not*), whether used alone or in combination, that is intended to be used on the prescription of, or under the supervision of, a HEALTHCARE PROFESSIONAL, and which is intended for use in the diagnosis, treatment, or prevention of disease in humans, or to affect the structure or any function of the human body.); (iii) any employee whose employer is considered a HEALTHCARE ORGANIZATION(“*HEALTHCARE ORGANIZATION” Any legal person that is a healthcare, medical or scientific association or organization (irrespective of the legal or organizational form) such as a hospital, clinic, foundation, university or other teaching institution or learned society or through which one or more Healthcare Professionals provide services.)* The EVENT is void where prohibited or restricted by law. ORGANIZER reserves the right to limit, or restrict upon notice, participation in the EVENT to any person who fails to comply with these TERMS AND CONDITIONS. It is the responsibility of the REGISTRANT (as further described below) to ensure that he/she is legally eligible to participate in the EVENT and to accept the award. INDIVIDUAL PARTICIPANTS must enter the EVENT in their individual capacities. ORGANIZER reserves the right to disqualify any INDIVIDUAL PARTICIPANTS if he/she has not accepted or does not meet the requirements of these TERMS AND CONDITIONS.
3. EVENT PERIOD. The EVENT begins March 2nd, 2020 and ends on the December 31st, 2021 (the “EVENT PERIOD”). REGISTRATIONS (as further described below) can be submitted beginning from March 2nd, 2020 until August 31st, 2020 (the “REGISTRATION PERIOD”) as further described below. ORGANIZER reserves the right in its sole discretion, to terminate, modify or suspend the EVENT and these TERMS AND CONDITIONS, for any reason, at any time and without any liability.
4. HOW TO ENTER THE EVENT. To enter the EVENT, visit the website https://www.emdgroup.com/en/research/open-innovation/2020-Research-Challenges/ultimate-high-k-challenge.html(“WEBSITE”) during the REGISTRATION PERIOD, accurately and truthfully complete the registration form, accept these TERMS AND CONDITIONS and follow the instructions for submitting a REGISTRATION as described on the WEBSITE. REGISTRATION information will only be considered by ORGANIZER if the submission was undertaken via the WEBSITE. The party accepting these TERMS AND CONDITIONS and submitting a REGISTRATION is referred to as an “REGISTRANT”. REGISTRANT may submit a REGISTRATION as either an INDIVIDUAL PARTICIPANT. In addition, INDIVIDUAL PARTICIPANTS may also enter in the form of TEAMS, as described below. As used herein, “REGISTRATION” means all submissions, documents or other materials submitted to ORGANIZER in connection with the EVENT via the WEBSITE. Each REGISTRATION must contain only information which is not prohibited for disclosure. REGISTRATIONS may be cancelled, removed or revoked by REGISTRANT in writing. In case a REGISTRATION was submitted as a TEAM (as further described below), the single REGISTRATION may be cancelled, removed or revoked only by all TEAM MEMBERS together in writing. In case not all TEAM MEMBERS express to cancel, remove or revoke the single REGISTARTION, only the respective TEAM MEMBER expressing the discontinuation of his/her participation in the EVENT will be removed from the registered TEAM. Only duly completed and submitted REGISTRATIONS will be taken into account of ORGANIZER’s selection of participants for the CHALLENGE ROUND (as further described below).
5. SINGLE PARTICIPANT. INIDIVIDUAL PARTICIPANTS may participate in the EVENT as a single individual (“SINGLE PARTICIPANT”)
6. TEAM. As an alternative to participating as a SINGLE PARTICIPANT, INDIVIDUAL PARTICIPANTS may elect to form a team of multiple people to submit a single REGISTRATION (“TEAM”). Each member of the TEAM that contributes in any way to a REGISTRATION (each a “TEAM MEMBER”) must separately accept these TERMS AND CONDITIONS. ORGANIZER reserves the right to disqualify any TEAM (and all TEAM MEMBERS) if any one TEAM MEMBER has not accepted or does not meet the requirements of these TERMS AND CONDITIONS. A REGISTRATION submitted by a TEAM must designate one TEAM MEMBER as the “TEAM SPOKESPERSON” for contact and EVENT administrative purposes and for the conclusion of a Material Transfer Agreement. The TEAM SPOKESPERSON will be responsible for submitting the REGISTRATION on behalf of the TEAM. An INDIVIDUAL PARTICIPANT may only be a member of one TEAM. In the event an INDIVIDUAL PARTICIPANT on a TEAM is disqualified, the TEAM that individual belongs to and all REGISTRATIONS submitted by the TEAM will be disqualified.
7. PARTICIPANTS. SINGLE PARTICIPANTS and TEAMS are collectively referred to as “PARTICIPANTS”.
8. REGISTRANTS may submit only one (1) REGISTRATION. REGISTRANTs are responsible for any costs or expenses associated with preparing and submitting a REGISTRATION. Once an INDIVIDUAL PARTICIPANT is confirmed by ORGANIZER, such person cannot be confirmed in an alternative participation request. In the event of simultaneous registration requests of a REGISTRANT, ORGANIZER will contact the REGISTRANT for clarifying the final way of participation. Once the REGISTRANT expressed the final way of participation when contacted by ORGANIZER, the respective aligned choice of participation is final and unalterable.
9. All REGISTRATIONS must be submitted in English. Each REGISTRANT assumes all risk of damaged, lost, late, incomplete, invalid, incorrect or misdirected REGISTRATIONS. All REGISTRATIONS (and related information) shall be deemed collected and evaluated in Germany.
10. REGISTRATION ROUND. The REGISTRATION PERIOD begins on March 2nd, 2020 at 00:00 CET (Central European Time) and ends on August 31st, 2020 at 23:59 CET (Central European Time). Each REGISTRATION will be reviewed by ORGANIZER. All REGISTRATIONS determined by the ORGANIZER as meeting the eligibility criteria (based on the information provided in the Capabilities to participate in The Ultimate High-k Challenge section) will be eligible to be considered for advancement to the CHALLENGE ROUND. In the event that ORGANIZER determines that any REGISTRATIONS does not or may not meet the eligibility criteria for the CHALLENGE, ORGANIZER may (a) disqualify the REGISTRATION, or (b) request that the Registrant submit a revised, and more detailed description of the Capabilities to participate in The Ultimate High-k Challenge section, for further consideration by ORGANIZER. All PARTICIPANTS from accepted REGISTRATIONS will be contacted in a reasonable time period after August 31st, 2020 to inform them whether their registrations have advanced to participate in the CHALLENGE ROUND. Up to 20 registrations will be advanced to the CHALLENGE ROUND. Your participation in the CHALLENGE ROUND will be determined based on the ORGANIZER evaluation of your answer in the Capabilities to participate in The Ultimate High-k Challenge section.

MATERIAL TRANSFER AGREEMENT ROUND. Following the REGISTRATION ROUND the Affiliation of the TEAM SPOKESPERSON and Merck KGaA, Darmstadt, Germany will close a Material Transfer Agreement for the purposes of the CHALLENGE. Affiliation will receive a onetime reimbursement of 1,000 EURO as compensation costs for the MATERIAL and participation used in the context of the CHALLENGE after Intermolecular® confirms receipt of MATERIAL from TEAM SPOKESPERSON for the CHALLENGE. The MATERIAL TRANSFER AGREEMENT ROUND must be completed prior to the TEAM participating in the CHALLENGE ROUND.

**CHALLENGE ROUND**. The CHALLENGE ROUND will begin after the completion of the MATERIAL TRANSFER AGREEMENT ROUND or September 1st, 2020 whichever is earlier, and end no later than December 31st, 2020. ORGANIZER provides five patterned wafers referred to as “SAMPLES”, along with a set of DESIRED CRITERIA to an address provided by the TEAM SPOKESPERSON in their REGISTRATION. To two SAMPLES the PARTICIPANT will deposit their High-k dielectric material and top electrode (collectively known as “MATERIAL”) according to the DESIRED CRITERIA outlined below. Two SAMPLES with deposited MATERIAL will then be sent to and received at an address provided by ORGANIZER prior to the end of the CHALLENGE ROUND December 31st,2021. Each PARTICIPANT assumes all risk of damaged, lost, late, incomplete, invalid, incorrect or misdirected MATERIAL. Additionally, all PARTICIPANTS must submit, along with their Material a fully completed shipping form which will include among others full description of the materials used, process methods and conditions of deposition to have material proceed to the MEASURE ROUND. All MATERIAL shall be deemed collected and evaluated in The United States of America. The MATERIAL and any information included does not infringe any rights including third party rights.

**DESIRED CRITERIA**. The material provided by TEAM with the lowest combination EOT, and leakage, as well as ease of integration/fab friendliness will be declared the winner of the Ultimate High-k Challenge. EOT = 0 kSiO2 Area/Capacitance

• Two samples submitted to Merck KGaA, Darmstadt, Germany of same high-k material on provided 45 mm x 45 mm thermal oxide silicon coupons with 50 nm of TiN bottom electrode.

• Additional bottom electrode may be deposited prior to dielectric deposition.

• Composition of dielectric and optional additional electrodes as well as deposition method is not specified EXCEPT no alkali metals. In addition, since ease of integration into semiconductor fabs is important, inclusion of noble metals such as Rh, Pd, Ag, Pt, Ir, Au are undesired. Deposition by ALD, CVD or other fab friendly conformal processes is a plus.

• There is no maximum temperature limit for depositions and/or thermal treatments, but a preference will be given for submissions with the lower thermal processing budgets.

• Two samples are to be provided of different dielectric physical thickness, preferably <10 nm (e.g. 5 nm and 7 nm).

• Desired EOT preferably <0.8 nm (e.g., 0.4 nm).

• For these two samples leakage will also be measured – the measurable leakage range is between 1e-8 to 1e-3 Amps/cm2.

• Optional top electrode with pattern - 200-1000 um diameter and at least 50 nm thick (patterned, for example, by shadow masking, liftoff, or other technique) preferred. If no top electrode is provided, 50 nm of TiN will be deposited.

1. MEASURE ROUND. ORGANIZER will collect, process and measure received MATERIALS from each TEAM. The MATERIAL will be measured at Intermolecular® in Silicon Valley and the MATERIAL which achieves the best performance according to the DESIRED CRITERIA will be selected as the WINNER by the ORGANIZER. Participants acknowledge and agree that following completion of the EVENT all MATERIAL sent to Intermolecular® in Silicon Valley will be destroyed but shipping form information measurement data will remain at Intermolecular® in Silicon Valley.
2. The ORGANIZER will select at least one or more winner or winners of the EVENT (the “**WINNER**”), using the DESIRED CRITERIA. ORGANIZER will notify the WINNER by mail, email or telephone (at ORGANIZER’s discretion and using the information provided in the REGISTRATION). The WINNER is expected to be announced by April 2021. All decisions of the ORGANIZAER are final, non-appealable and binding. Potential winners must comply with these TERMS AND CONDITIONS; winning is contingent upon verification of eligibility and compliance with all requirements herein. ORGANIZER may announce the WINNER on the WEBSITE with the WINNERS full name, affiliation and job title.
3. EVENT TERMS OF ANY SUBMISSIONS. Proof of an uploaded REGISTRATION and/or the submitted MATERIAL does not constitute proof or evidence that ORGANIZER received the REGISTRATION within the REGISTRATION PERIOD and/or the MATERIAL within the CHALLENGE PERIOD or that it is otherwise eligible for the EVENT. ORGANIZER reserves the right to disqualify any REGISTRATION, MATERIAL or REGISTRANT for any reason or no reason within its sole and absolute discretion. ORGANIZER may reject any REGISTRATION and/or MATERIAL which might be considered, illegal, harmful, or in violation of these TERMS AND CONDITONS and/or other EVENT’s rules and regulations. All REGISTRANTS shall use the WEBSITE according to these TERMS AND CONDITIONS and any applicable website use policy posted on the WEBSITE.
4. REPRESENTATIONS AND WARRANTIES.
   1. By submitting a REGISTRATION, REGISTRANT represents and warrants as follows:

* Any and all registration information are complete, accurate and truthful and do not include confidential, proprietary, or trade secret information; and
* REGISTRANT will not upload, submit or otherwise transmit content that contains software viruses, Trojan horses, worms, time bombs, cancel bots or any other computer code or files that are designed to disrupt, damage, or limit the functioning of any software or hardware or any malware:
  1. By submitting their Capabilities to participate in The Ultimate High-k Challenge within the REGISTRATION, each PARTICPANT represents and warrants as follows:

* No person or entity (including PARTICIPANT’s employer or academic institution) other than the INDIVIDUAL PARTICPANT(S) of the respective submitting PARTICIPANT has any right, title or interest in any part of the submitted information or MATERIAL;
* No other party is entitled to claim royalties from the use of the information or MATERIAL;
* The information of MATERIAL provided does not and will not infringe or violate any rights of any third party or entity, including, without limitation INTELLECTUAL PROPERTY RIGHTS (as defined below), defamation, privacy, publicity, false light, misappropriation, confidentiality, or any contractual or other rights;
* The submitted information or MATERIAL is an original work by the submitting PARTICIPANT, and the submitting PARTICIPANT has all the rights, licenses, permissions and consents necessary to submit the information or MATERIAL and to grant all of the rights that PARTICIPANT has granted with the REGISTRATION;
* The submitted information or MATERIAL does not contain content that is inconsistent with the permissible uses outlined by these TERMS AND CONDITIONS, including, but not limited to, content that is unlawful or harmful, submitted information or MATERIAL does not contain content that is inconsistent with applicable laws and regulations, or otherwise objectionable;
* PARTICIPANT will not upload, submit or otherwise transmit any information or MATERIAL or content that contains software viruses, Trojan horses, worms, time bombs, cancel bots or any other computer code or files that are designed to disrupt, damage, or limit the functioning of any software or hardware; and
* PARTICIPANT is not submitting any confidential, proprietary, or trade secret information.

“INTELLECTUAL PROPERTY RIGHTS” means any and all tangible and intangible: (i)copyrights and other rights associated with works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof; (ii) trademark and tradename rights and similar rights; (iii) trade secret rights; (iv) patents, designs, algorithms, utility models, and other industrial property rights, and all improvements thereto; (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise; and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force (including any rights in any of the foregoing); and (vii) any licenses, permissions and consents associated with(i) through (vi) above.

1. PERMISSIONS / RESTRICTIONS.

ORGANIZER is not claiming ownership rights to submitted information or MATERIALS. However, by submitting information or MATERIAL, PARTICIPANTS understand, acknowledge and agree to the following:

* Participating in this EVENT does not create an obligation on either PARTICIPANT’s part or ORGANIZER’s part to enter into any business relationship or to sign any commercial agreement. These TERMS AND CONDITIONS do not require a PARTICIPANT to negotiate or do business with ORGANIZER. PARTICIPANTS remain free to discuss their information or MATERIAL and the ideas or technologies that it contains with other parties, and to contract with other third parties regarding the subject matter of the submitted information or MATERIAL;
* PARTICIPANTS grant to ORGANIZER and its affiliates an irrevocable, royalty-free, worldwide right and license to: use, review, assess, test, evaluate, analyze or otherwise consider the submitted information or MATERIAL and all its content in connection with the EVENT.
* ORGANIZER or its affiliates may have developed or commissioned (or may currently be in the process of developing or commissioning, or may in the future develop or commission), products, services or solutions similar (or even identical) to a submitted information or MATERIAL. Nothing in these TERMS AND CONDITIONS shall prohibit ORGANIZER from independently acquiring, developing, or having developed for it, products, concepts, systems, services, or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in any information or MATERIAL. PARTICIPANTS recognize that other persons or entities may have provided ORGANIZER or others, or made public, or may in the future submit, or make public, materials that are the same or similar to your information or MATERIAL. PARTICIPANTS acknowledge and agree that ORGANIZER shall have the right to use such same or similar materials, and that you will not be entitled to any compensation arising from ORGANIZER’s use of such materials. By submitting information or MATERIAL, PARTICIPANTS waive all claims resulting from any similarities between a submitted information or MATERIAL and any current or future product and/or information or MATERIAL of ORGANIZER and/or its affiliates;
* PARTICIPANTS understand that PARTICIPANTS will not receive any compensation or credit for use of submitted information or MATERIAL, other than as described in these TERMS AND CONDITIONS; and
* PARTICIPANT agrees that nothing in these TERMS AND CONDITIONS grants PARTICIPANT a right or license to use the ORGANIZER’S or its affiliates’ name or trademark. PARTICIPANT grants to ORGANIZER the right to include the name of each INIDIVIDUAL PARTICIPANT as a participant of the EVENT on ORGANIZER’s websites, including the WEBSITE, and in materials related to ORGANIZER’s promotion of the EVENT. Other than these uses, PARTICIPANT does not grant ORGANIZER any rights to the name of an INDIVIDUAL PARTICIPANT.

1. CONFIDENTIALITY.
   1. ORGANIZER will not disclose any of CONFIDENTIAL INFORMATION (as further described below) except to its and its affiliates’ employees, consultants, contractors, advisors and agents (“REPRESENTATIVES”) who need to know the CONFIDENTIAL INFORMATION for the EVENT and who are bound by obligations of non-use and non-disclosure substantially similar to those set forth herein. ORGANIZER will be responsible for any disclosure or use of the CONFIDENTIAL INFORMATION by such REPRESENTATIVES. ORGANIZER will use CONFIDENTIAL INFORMATION only for the EVENT. “CONFIDENTIAL INFORMATION” means any information in written, oral, visual or other form disclosed by REGISTRANTS/PARTICIPANTS to ORGANIZER, but shall not include any information that:
2. is or becomes generally available to the public other than as a result of disclosure by the ORGANIZER;

(ii) is already known by or in the possession of the ORGANIZER at the time of disclosure by the disclosing REGISTRANT/PARTICIPANT;

(iii) is independently developed by ORGANIZER without use of or reference to the CONFIDENTIAL INFORMATION; or

(iv) is obtained by ORGANIZER from a third party that has not breached any obligations of confidentiality.

* 1. REGISTRANT/PARTICIPANTS have to keep in confidence all received data, materials, and/or information provided by ORGANIZER or learned in the course of the EVENT, and any other non-public information of ORGANIZER or its affiliates (hereinafter defined as the "DATA"). DATA includes, without limitation, any and all chemical structures and chemical specifications of molecules made accessible to PARTICIPANTS by ORGANIZER and in connection with the EVENT, unless such DATA:

1. is or becomes generally available to the public other than as a result of disclosure by REGISTRANT/PARTICIPANT;

(ii) is already known by or in the possession of REGISTRANT/PARTICIPANT at the time of disclosure by ORGANIZER;

(iii) is independently developed by REGISTRANT/PARTICIPANT without use of or reference to the DATA; or

(iv) is obtained by REGISTRANT/PARTICIPANT from a third party that has not breached any obligations of confidentiality.

REGISTRANT/PARTICIPANTS agree to use the DATA only for the purposes of the EVENT. All DATA belongs to ORGANIZER. REGISTRANT/PARTICIPANTS agree that ORGANIZER shall retain all rights to the DATA. No license of any such rights to REGISTRANT/PARTICIPANT is granted or implied, other than the right to use the DATA as outlined in these TERMS AND CONDITIONS. Nothing herein shall obligate ORGANIZER to disclose to REGISTRANT/PARTICIPANT any other particular information.

1. PRIZE. Subject to these TERMS AND CONDITIONS, once confirmed by ORGANIZER, the WINNER will receive a total amount of 20,000 € (twenty thousand Euro) as the prize to the EVENT. For TEAMS, the prize amount will be distributed evenly amongst the TEAM unless a TEAM member chooses to forgo their monetary prize in this case the prize will be distributed evenly amongst the remaining TEAM members. No assignment or transfer is allowed by the WINNER. If a potential WINNER is unable to participate in or accept the prize or any portion of the prize for any reason, ORGANIZER shall have no further obligation to such potential WINNER. In no event will ORGANIZER be responsible for awarding more than the stated number and/or amount of prize. If multiple WINNERS are chosen, then the prize will be distributed evenly amongst all WINNER TEAMS.
2. VERIFICATION/AUDIT. REGISTRANT understands and agrees that ORGANIZER may (but is not required to) verify, audit or otherwise confirm REGISTRANT’s/PARTICIPANT’s identity, registration information, eligibility or other information relating to any REGISTRATION that may aid ORGANIZER in selecting PARTICPANTS and verify the respective eligibility. REGISTRANT consents to such verification efforts and shall reasonably cooperate fully and in good faith with ORGANIZER throughout the duration of the EVENT. ORGANIZER, in its sole and absolute discretion, may suspend, remove or otherwise eject any REGISTRANT/PARTICIPANT suspected of providing false, misleading or other information that may fail to comply with these TERMS AND CODITIONS or any other EVENT rules or regulations.
3. GENERAL CONDITIONS.

Each winning PARTICIPANT gives the ORGANIZATION the right to use his/her name, affiliation, photograph, for advertising and/or promotional purposes with regards to the competition without further compensation, in all media now known or hereafter discovered, worldwide, and on the Internet and world wide web, in perpetuity, without notice, consideration, review or approval. You can withdraw your consent at any time. Please see also your data privacy rights as described below.

* 1. REGISTRANT/PARTICIPANT shall at all times comply with any EVENTS rules and regulations, including these TERMS AND CONDITIONS.
  2. DATA PROTECTION. All data REGISTRANT/PARTICIPANTS provide in connection with the EVENT will be processed (saved, stored, used, transmitted and deleted) for the purposes of the EVENT as described herein. ORGANIZER collects and processes publicly available data of REGISTRANT/PARTICIPANTS for the purposes of the EVENT described herein. REGISTRANT/PARTICIPANT’S collected data or their submitted data ORGANIZER in the course of the EVENT may be shared with ORGANIZER’s affiliates, partners, employees, consultants, contractors, collaborators, advisors and agents as needed for the performance of the EVENT. This includes that your data can be stored and used by or on behalf of ORGANIZER outside your country, where personal data protection laws may be less strict. ORGANIZER will take the required measures to adequately protect your data by using legally approved data transfer mechanisms. ORGANIZER stores data as long as it is legally necessary or necessary for the purposes of the EVENT described herein. REGISTRANT/PARTICIPANTS can exercise their rights under your applicable data protection laws to access and correct your personal information, ask for it to be deleted, to have it transferred in a common electronic format. Please contact ORGANIZER’s data protection officer to exercise these rights under [privacy@emdgroup.com](mailto:privacy@emdgroup.com). Please note that there is a right of appeal to a supervisory authority. REGISTRANT/PARTICIPANTS can also request a copy of data transfer clauses if your data is shared outside the EU.
  3. Following the EVENT, ORGANIZER shall not be required to retain records of any information or MATERIALS. PARTICIPANTS should direct any request to access, update, or correct information to ORGANIZER. ORGANIZER is not responsible for human error, theft, destruction, or damage to REGISTRATIONS and/or MATERIALS, or other factors beyond its reasonable control.
  4. ORGANIZER reserves the immediate right to disqualify any REGISTRANT/PARTICIPANT who, in ORGANIZER’s sole discretion: (i) is not in compliance with these TERMS AND CONDITIONS, (ii) tampers with the MEASURE ROUND, the EVENT, or the WEBSITE; or (iii) is acting in an uncooperative, unfair, disruptive, abusive, or threatening manner.
  5. ORGANIZER shall not be liable to the WINNER or any other person for failure to supply the prize or any part thereof, by reason of the prize becoming unavailable or impracticable to award, or for any force majeure event, technical or equipment failure, terrorist acts, labor dispute, or act/omission of any kind (whether legal or illegal), transportation interruption, civil disturbance, or any other cause similar or dissimilar beyond ORGANIZER’s control.
  6. Neither ORGANIZER, nor its employees, officers, directors, agents, contractors, representatives, affiliates, divisions, subsidiaries, resellers, dealers, distributors, and collaborators (“RELEASED PARTIES”) shall assume any responsibility whatsoever for delayed, failed, partial or garbled computer transmissions; technical failures of any kind, including, but not limited to lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines or technical failures or difficulties; the incorrect or inaccurate capture or failure to capture information whether caused by WEBSITE users, tampering, hacking, or by any equipment or programming associated with or utilized in the EVENT, REGISTRATION, MATERIAL, or other information; the failure to capture any such information; or errors of any kind whether human, mechanical, electronic, network or otherwise arising out of or relating to the EVENT, theft, loss, destruction or damage to submitted MATERIALS, in whole or in part, or other factors beyond their reasonable control.
  7. Once submitted, a MATERIAL cannot be deleted, cancelled, exchanged, amended, corrected or otherwise modified. RELEASED PARTIES are not responsible for injury or damage to REGISTRANT’s/PARTICIPANT’s or to any other person’s computer related to or resulting from participating in the EVENT or downloading materials from or use of the WEBSITE.
  8. Persons who tamper with or abuse any aspect of the EVENT or WEBSITE, as solely determined by ORGANIZER, will be disqualified. Any REGISTRANT/PARTICIPANT ORGANIZER suspects of attempting to circumvent these TERMS AND CONDITIONS, including but not limited to using false email and/or addresses, multiple identities or other fraudulent or deceptive submission methods, may be disqualified.
  9. In the event of a dispute as to the source of any submitted information, MATERIAL and/or REGISTRATION, the authorized account holder of the email address used to enter will be deemed to be the person making the REGISTRATION. The authorized “account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.

1. LIMITATIONS OF LIABILITY AND RELEASE: REGISTRANT AND PARTICIPANT AGREE THAT ORGANIZER, AND RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE RELEASED AND HELD HARMLESS BY APPLICANT AND PARTICIPANT FOR ANY CLAIMS, LIABILITIES, OR CAUSES OF ACTION OF ANY KIND OR NATURE FOR ANY, LOSS OR DAMAGES OF ANY KIND INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, EXCLUDING LIMITATION OF INJURY OR DEATH. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
2. CHOICE OF LAW. The EVENT and any action related thereto shall be governed, controlled, interpreted and defined by and under the laws of Germany, without regard to the conflicts of laws provisions thereof. The exclusive jurisdiction and venue of any action with respect to the subject matter of these TERMS AND CONDITIONS shall be the competent courts of Darmstadt, Germany, and each of the parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action.
3. If individual clauses in these TERMS AND CONDITIONS are held to be invalid, void or unenforceable, such provision shall be deemed to be restated to reflect as nearly as possible the original intention in accordance with applicable laws, and the remaining provisions of this TERMS AND CONDITIONS shall remain in full force and effect.
4. WINNER: For the name of the WINNER, contact ORGANIZER by mail at the address below addressed to attention: [open.innovation@emdgroup.com]
5. The choice of the WINNER is final and recourse to courts of law is excluded.