

## Terms and Conditions for the Future Insight Prize:

ENTERING OR WINNING THIS FUTURE INSIGHT PRIZE 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 CANDIDATE 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 FUTURE INSIGHT PRIZE, 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 FUTURE INSIGHT PRIZE AND DO NOT SUBMIT AN APPLICATION.

SPONSOR shall have the right to change these terms and conditions ("TERMS AND CONDITIONS") in connection with the Future Insight Prize event (the "EVENT") as it may deem proper and may amend them at any time, and SPONSOR shall have the full power in the matter of interpretation and enforcement thereof. SPONSOR will inform CANDIDATES in such cases and CANDIDATES will have the right to cancel their APPLICATION.

1. **SPONSOR.** The EVENT is sponsored by Merck KGaA, Frankfurter Str. 250, 64293 Darmstadt, Germany (the "SPONSOR").
2. **EVENT PERIOD.** The EVENT begins on July 9<sup>th</sup>, 2019 and ends on December 31<sup>st</sup>, 2021 (the "EVENT PERIOD"). SPONSOR 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.
3. **ELIGIBILITY.** The EVENT is open and offered only to individuals age eighteen (18) or older at time of application. The EVENT is not open to: (i) employees or internally contracted vendors of SPONSOR and its affiliates; (ii) any employee whose employer's guidelines or regulations do not allow entry in the EVENT or acceptance of the PRIZE (as further described below). The EVENT is void where prohibited or restricted by law. SPONSOR reserves the right to limit, or restrict upon notice, participation in the EVENT for any person who fails to comply with these TERMS AND CONDITIONS. It is the responsibility of the CANDIDATE (as further described below) to ensure that he/she is legally eligible to participate in the EVENT and to accept the award.
4. **ANNOUNCEMENT OF EVENT.** SPONSOR will announce the EVENT on **futureinsightprize.emdgroup.com** (the "WEBSITE"). This announcement will include a definition of the dream product of global importance for humanity, for which the current Future Insight Prize will be awarded (the "DREAM PRODUCT"), and further details of the EVENT.
5. **CANDIDATE SEARCH.** SPONSOR and/or one or more judges selected by SPONSOR and its agents and affiliates (collectively, the "JURY") will identify scientists whose previous work enables a significant progress toward the future realization of the DREAM PRODUCT. Anyone may direct the JURY's attention to a potential candidate by sending an e-mail to the following e-mail address: **futureinsightprize@emdgroup.com**
6. **NOMINATION OF CANDIDATES.** Based on the list of potential candidates, the PRIZE CRITERIA (as further described below), and any other appropriate source of information which the JURY may deem fit, the JURY, in its sole discretion, will prepare a short-list of potential candidates who will be invited to participate in the EVENT. All decisions of the JURY are final, non-appealable and binding. The SPONSOR will send to the candidates on the short-list an invitation to submit an APPLICATION as further described below (the "INVITATION").
7. **APPLICATIONS.** To enter the EVENT, potential candidates must accurately and truthfully complete the application form, accept these TERMS AND CONDITIONS and follow the instructions for submitting an APPLICATION as described in the INVITATION and below. As used herein, "APPLICATION" means all submissions, documents or other materials submitted to SPONSOR in

connection with the EVENT. The party accepting these TERMS AND CONDITIONS and submitting the APPLICATION is referred to as a "CANDIDATE" or "YOU."

- 7.1. APPLICATIONS can be submitted beginning from February 19<sup>th</sup>, 2020 until March 19<sup>th</sup>, 2020 (the "APPLICATION PERIOD") to the e-mail address mentioned in the INVITATION.
- 7.2. For a valid APPLICATION the CANDIDATE needs to accept these TERMS AND CONDITIONS and provide (i) CANDIDATE's contact details, (ii) CANDIDATE's CV, (iii) CANDIDATE's publication list, and (iv) a summary of the CANDIDATE's research supportive in enabling the realization of the DREAM PRODUCT; as described further on the WEBSITE and in the INVITATION. All APPLICATIONS must be submitted in English. Each APPLICATION must contain only information which is not prohibited for disclosure. APPLICATIONS may be cancelled, removed or revoked by CANDIDATE in writing.
- 7.3. CANDIDATES are responsible for any costs or expenses associated with preparing and submitting an APPLICATION.
- 7.4. CANDIDATES assume all risk of damaged, lost, late, incomplete, invalid, incorrect or misdirected APPLICATIONS.
- 7.5. All APPLICATIONS and related information shall be deemed collected and evaluated in Germany.
8. REVIEW OF APPLICATIONS. Each APPLICATION may be reviewed by the JURY to determine if the APPLICATION is in accordance with the TERMS AND CONDITIONS. In SPONSOR's discretion, SPONSOR may engage third-party subject matter experts and judges to serve on the JURY and/or assist with the review of APPLICATIONS. All APPLICATIONS determined by the SPONSOR and/or the JURY as meeting the eligibility criteria will be taken into account for the selection of the AWARDEE (as further described below). In the event that SPONSOR (with input from the JURY, as appropriate) determines that any APPLICATION does not or may not meet the eligibility criteria, SPONSOR may (a) disqualify the APPLICATION, or (b) request that the CANDIDATE submit a revised, clarified APPLICATION, for further consideration by SPONSOR.
9. PRIZE CRITERIA. Based on the APPLICATION, and any other appropriate source of information which the JURY may deem fit, the JURY will evaluate each CANDIDATE's previous scientific work according to the following criteria (the "PRIZE CRITERIA"): (i) important breakthroughs to enable a later realization of the DREAM PRODUCT; (ii) scientific quality as recognized by publication in top peer review journals; and (iii) prospects that the CANDIDATE will be able to make good use of the RESEARCH GRANT (as further described below) to advance his or her research to enable a later realization of the DREAM PRODUCT.
10. AWARDEE. Using the PRIZE CRITERIA, the JURY will select one (1) CANDIDATE who will receive the Future Insight Prize (the "AWARDEE") or two (2) CANDIDATES who share the Prize. SPONSOR will notify the AWARDEE by mail, e-mail or telephone (at SPONSOR's discretion and using the information provided in the APPLICATION). The AWARDEE is intended to be announced at the annual Curious – Future Insight Conference organized by SPONSOR on July 13-15<sup>th</sup>, 2020 or a comparable event at SPONSOR'S discretion. All decisions of the JURY are final, non-appealable and binding. Potential awardees must comply with these TERMS AND CONDITIONS; winning is contingent upon verification of eligibility and compliance with all requirements herein. SPONSOR may announce the AWARDEE on the WEBSITE and by other means of communication, such as, press releases.
11. PRIZE. Subject to these TERMS AND CONDITIONS, the AWARDEE will be awarded the Future Insight Prize, which includes the Future Insight Trophy and a RESEARCH GRANT (as further described below) intended to fund the AWARDEE's further research (the "PRIZE"). The AWARDEE is expected to deliver a keynote address at the Curious – Future Insight Conference organized by SPONSOR on July 14<sup>th</sup>, 2020 and at the following Curious – Future Insight Conference, or any comparable event at SPONSOR'S discretion. No assignment or transfer of the RESEARCH GRANT is allowed. If a potential AWARDEE is unable to participate in or accept the PRIZE or any portion of

the PRIZE for any reason, SPONSOR shall have no further obligation to such potential AWARDEE. In no event will SPONSOR be responsible for awarding more than the stated amount of the PRIZE or RESEARCH GRANT.

12. RESEARCH GRANT. Subject to these TERMS AND CONDITIONS, SPONSOR will pay the RESEARCH GRANT included in the PRIZE as a grant to a research institution designated by the AWARDEE, which is expected to enable the AWARDEE's further scientific research (the "INSTITUTION"). The RESEARCH GRANT may be used for any purposes directly related to the scientific research of the AWARDEE. The AWARDEE alone shall be entitled to decide which research project(s) the RESEARCH GRANT shall fund. Payment of the RESEARCH GRANT is subject to the INSTITUTION entering into a grant agreement with the SPONSOR, which must be in accordance with sections 11 and 12 of the TERMS AND CONDITIONS as well as best science and industry practice regarding such grant agreements.
13. TERMS OF ANY SUBMISSIONS. Proof of an uploaded APPLICATION does not constitute proof or evidence that SPONSOR received the APPLICATION within the APPLICATION PERIOD or that it is otherwise eligible for the EVENT. SPONSOR reserves the right to disqualify any CANDIDATE for any reason within its sole and absolute discretion. SPONSOR may reject any APPLICATION which might be considered, illegal, harmful, or in violation of these TERMS AND CONDITIONS and/or other EVENT's rules and regulations. All CANDIDATES shall use the WEBSITE according to these TERMS AND CONDITIONS and any applicable website use policy posted on the WEBSITE.
14. REPRESENTATIONS AND WARRANTIES. By submitting an APPLICATION, CANDIDATE represents and warrants that:
  - (i) any and all APPLICATION information are complete, accurate and truthful;
  - (ii) the APPLICATION does not contain content that is inconsistent with applicable laws and regulations, or otherwise objectionable;
  - (iii) CANDIDATE will not upload, submit or otherwise transmit any APPLICATION 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
  - (iv) CANDIDATE is not submitting any confidential, proprietary, or trade secret information.
15. PERMISSIONS / RESTRICTIONS.
  - 15.1. Participating in this EVENT does not create an obligation on either CANDIDATE's part or SPONSOR's part to enter into any business relationship or to sign any commercial agreement. These TERMS AND CONDITIONS do not require CANDIDATE to negotiate or do business with SPONSOR.
  - 15.2. CANDIDATE agrees that nothing in these TERMS AND CONDITIONS grants CANDIDATE a right or license to use the SPONSOR's or its affiliates' name or trademark.
  - 15.3. CANDIDATE grants permission to SPONSOR and its authorized representatives to use his/her name as a CANDIDATE on SPONSOR's websites, including the WEBSITE, and in materials related to SPONSOR's promotion of the EVENT.
  - 15.4. CANDIDATE grants permission to SPONSOR and its authorized representatives to use his/her name, address, photograph, voice, and/or other likeness as the AWARDEE for advertising, trade and promotional purposes 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.

## 16. CONFIDENTIALITY.

16.1. CANDIDATE shall keep in confidence all received data, materials, and/or information provided by SPONSOR or learned by CANDIDATE during the EVENT, and any other non-public information of SPONSOR or its affiliates (hereinafter defined as the "DATA"), unless such DATA:

- (i) is or becomes generally available to the public other than as a result of disclosure by CANDIDATE;
- (ii) is already known by or in the possession of CANDIDATE at the time of disclosure by SPONSOR;
- (iii) is independently developed by CANDIDATE without use of or reference to the DATA; or
- (iv) is obtained by CANDIDATE from a third party that has not breached any obligations of confidentiality.

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

17. VERIFICATION/AUDIT. CANDIDATE understands and agrees that SPONSOR may (but is not required to) verify, audit or otherwise confirm CANDIDATE's identity, application information, eligibility or other information relating to any APPLICATION that may aid JURY in selecting the AWARDEE on behalf of the SPONSOR. CANDIDATE hereby consents to such verification efforts and shall reasonably cooperate fully and in good faith with SPONSOR throughout the duration of the EVENT. SPONSOR, in its sole and absolute discretion, may suspend, remove or otherwise eject any CANDIDATE 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.

## 18. GENERAL CONDITIONS.

18.1. CANDIDATE shall at all times comply with any EVENT rules and regulations, including these TERMS AND CONDITIONS.

18.2. All data provided in connection with EVENT will be used (saved, stored, processed, transmitted and deleted) in accordance with the emdgroup.com privacy statement (<https://www.emdgroup.com/en/privacy-statement.html>). CANDIDATE consents that the data CANDIDATE has provided may be shared with SPONSOR's affiliates, partners, employees, consultants, contractors, collaborators, advisors and agents as needed for the performance of the EVENT.

18.3. Following the selection of the AWARDEE, SPONSOR shall not be required to retain records of APPLICATIONS. CANDIDATES should direct any request to access, update, or correct information to SPONSOR. SPONSOR is not responsible for human error, theft, destruction, or damage to APPLICATIONS, or other factors beyond its reasonable control.

18.4. SPONSOR reserves the immediate right to disqualify any CANDIDATE who, in SPONSOR's sole discretion: (i) has not accepted or is not in compliance with these TERMS AND CONDITIONS, (ii) tampers with the EVENT or the WEBSITE; or (iii) is acting in an uncooperative, unfair, disruptive, abusive, or threatening manner.

18.5. SPONSOR shall not be liable to the AWARDEE 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 SPONSOR's control.

- 18.6. Neither SPONSOR, 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, INVITATION, APPLICATION, 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.
- 18.7. RELEASED PARTIES are not responsible for injury or damage to CANDIDATE’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 or INVITATION.
19. LIMITATIONS OF LIABILITY AND RELEASE. CANDIDATE AGREES THAT SPONSOR AND RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE RELEASED AND HELD HARMLESS BY CANDIDATE 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 OR IN THE INVITATION 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.
20. CHOICE OF LAW AND VENUE. 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.
21. SEVERABILITY. 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.
22. INFORMATION ON AWARDEE. For the name of the AWARDEE, contact SPONSOR by e-mail at the following e-mail address: **futureinsightprize@emdgroup.com**
23. DISCLAIMER. The JURY’s choice is final and recourse to courts of law is excluded.