

350 Challenges – Next Game Changing Technology

Application Terms and Conditions (the Terms and Conditions)

Objective of the Challenge

Merck KGaA, Darmstadt, Germany is curious about technologies that can be game-changing in R&D, production, logistics, or product development in our three business sectors. Can therapies, specialty chemicals, and life science research enablers be developed differently than as done today? The object is to leverage the power of crowdsourcing to identify said technologies.

Challenge Procedure

Review Process:

Applications for the Next Game-Changing Technology will be reviewed by dedicated Merck KGaA, Darmstadt, Germany innovation committee. All technology submissions will require the following information:

- Description of the game changing technology (1000 characters)
- Possible application fields for the game changing technology (500 characters)
- Is the technology patent protected (if so, provide the primary patents)
- Do publications exist for the technology (if so, provide fundamental publication)
- Contact information (name, address, employment information, email, phone)

The application deadline is August 15th, 2018. Only proposals submitted within the competition timeline will be considered. The submissions will then be evaluated by Merck KGaA, Darmstadt, Germany innovation committee and the winning proposals will be selected.

Award

Top submitters will receive an award of 10,000, 5,000, or 3,000 Euro.

Intellectual Property

Background Intellectual Property.

Any party's background intellectual property is and shall remain the separate property of the respective party. No right, license, title, or interest in Background Intellectual Property owned or controlled by any Party is granted or implied.

Confidentiality

All submissions should contain non-confidential information only. Confidential details on project content will not be revealed. Merck KGaA, Darmstadt, Germany will not market or distribute submissions. Merck KGaA, Darmstadt, Germany retains the exclusive right to make any press release or any kind of public communication about the competition.

Data Privacy

Merck KGaA, Darmstadt, Germany uses your personal data collected in this form for evaluating your submission, including to contact you via phone or e-mail (Art. 6 (1) b) General Data Protection Regulation), to track repeat and multiple applications from the same applicant. We process the information you provide, in accordance with our Privacy and Cookie Policy. By providing the above information, you consent to such processing and you warrant that all information you provide about yourself is true, accurate, current, and complete. Furthermore, you confirm that you obtained the explicit consent of any other persons whose personal data you may provide. You understand that transmission of information via the internet is not completely secure and is not encrypted; Internet or phone service providers are third parties used for delivery of the messages therefore you understand that transfer of messages via these communications channels are subject to their own terms and conditions.

Your personal data will only be shared by us with Merck KGaA, Darmstadt, Germany affiliates and partners, including, but not limited to an independent review committee evaluating your application for the purposes of such evaluation. Where we share your data with recipients outside of the EU, we conclude standard contractual clauses ("Clauses") issued by the EU Commission to safeguard your data.

You have a right to receive and inspect your stored personal data, to demand its correction or deletion, to object to its future use and to receive copies of the Clauses, for example by contacting our data protection officer (privacy@emdgroup.com). We will keep your data as long as we may collaborate with you (now or in the future).

Indemnification

Applicant herewith agrees to indemnify Merck KGaA, Darmstadt, Germany (including its affiliates, representatives, agents and collaborators) and hold it harmless from and against all losses, claims, damages, expenses or other liabilities whatsoever which may occur to Merck KGaA, Darmstadt, Germany as a direct consequence of the application for the Challenge by the applicant, or any of its employees, agents or representatives.

Liability

Except for breach of confidentiality, neither the applicant nor Merck KGaA, Darmstadt, Germany shall be liable to the other party for any indirect, incidental, punitive, or consequential damages in connection with these Terms and Conditions even if such party is advised of the possibility thereof.