

Terms and conditions for the compound challenge:

ENTERING OR WINNING THIS COMPOUND 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 APPLICANT 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 COMPOUND 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 COMPOUND 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 APPLICANTS or PARTICIPANTS in such cases.

1. **ORGANIZER.** The Compound 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 unless he/she receives approval from your employer to participate, 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.)** 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 APPLICANT (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 January 24th, 2022 and ends on the December 31st, 2021 (the “**EVENT PERIOD**”). REGISTRATIONS (as further described below) can be submitted beginning from January 25th, 2022 until April 25th, 2022 (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.html> during the REGISTRATION PERIOD and follow instructions to register though the website

<https://my.ipocean.com/Events/registerEventByLink/317> (“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 “**APPLICANT**”. APPLICANTS 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 APPLICANT 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 REGISTRATION, 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.** INDIVIDUAL 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. 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. APPLICANTS may submit only one (1) REGISTRATION. APPLICANTS 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 an APPLICANT, ORGANIZER will contact the APPLICANT for clarifying the final way of participation. Once the APPLICANT 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 APPLICANT 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 January 24th, 2022 at 00:00 CET (Central European Time) and ends on April 25th, 2022 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 a preliminary review) 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 APPLICANT submit a revised, clarified description of the REGISTRATION, for further consideration by ORGANIZER. All

PARTICIPANTS from accepted REGISTRATIONS will be contacted in a reasonable time period after April 25th, 2022 to inform them whether their applications have advanced to participate in the CHALLENGE ROUND.

CHALLENGE ROUND. The CHALLENGE ROUND will begin on May 2nd, 2022 at 09:00 CET (Central European Time), and end on May 6th, 2022 at 08:59 CET (Central European Time). ORGANIZER provides the chemical structure and specifications of a molecule, the 'MOLECULE OF INTEREST' during the CHALLENGE ROUND, asks PARTICIPANTS to provide a solution for the chemical synthesis of the MOLECULE OF INTEREST (each the "**SOLUTION**"). All submitted SOLUTIONS suspected of violating INTELLECTUAL PROPERTY RIGHTS (as further described below), or any local or country law(s) will be ineligible. The SOLUTION must be submitted by e-mail in English as further described here below. Each PARTICIPANT assumes all risk of damaged, lost, late, incomplete, invalid, incorrect or misdirected SOLUTIONS. All SOLUTIONS (and related information) shall be deemed collected and evaluated in Germany. ORGANIZER will share the chemical specifications and the chemical structure of the MOLECULE OF INTEREST with all PARTICIPANTS at the start date of the CHALLENGE ROUND by e-mail at the same time. Each APPLICANT represents and warrants, that the information in submitted SOLUTION is not infringing any rights of others. PARTICIPANTS may submit the SOLUTION until the due date of the CHALLENGE ROUND. PARTICIPANTS may create the SOLUTION with or without an automated system (e.g. REAXYS®, SCIFINDER®, SYNTHIA™, etc.). PARTICIPANTS have to submit the SOLUTION as pdf document following the example template provided by ORGANIZER by handing in the SOLUTION through the platform ipOcean via the marketplace <https://my.ipoccean.com/Usergroups/publicgroupview>. PARTICIPANTS shall submit only one (1) SOLUTION and in case of multiple submissions of a PARTICIPANT, the first SOLUTION received by ORGANIZER will be considered only unless otherwise clarified to the ORGANIZER with the PARTICIPANT. In the event of simultaneous submissions of SOLUTIONS by a PARTICIPANT, ORGANIZER will contact the PARTICIPANT for clarifying which SOLUTION will be considered. Once ORGANIZATION clarified which of simultaneously submitted SOLUTIONS is to be considered the aligned choice is final and unalterable. The SOLUTION shall be a complete chemical synthesis protocol, which may be used without further adjustments for a chemical synthesis. PARTICIPANTS may want to consider the evaluation criteria to generate the best fitting SOLUTION for the synthesis of the MOLECULE OF INTEREST.

- 11. SELECTION ROUND.** ORGANIZER will collect, process and anonymize received SOLUTIONS. SOLUTIONS will be anonymized, here defined as ANONYMIZED SOLUTIONS. Each SINGLE PARTICIPANT or TEAM will receive up to eight (8) ANONYMIZED SOLUTIONS from other PARTICIPANTS for their evaluation. The ANONYMIZED SOLUTIONS shall be rated with a unique ranking either 1, 2, 3, 4, 5, 6, 7, or 8 with no number being repeated. The numbers correspond to the opinion of each SINGLE PARTICIPANT or TEAM as to which of the ANONYMIZED SOLUTIONS they have received are the best SOLUTION, with 1 being the least and 8 being the best. PARTICIPANTS shall send to ORGANIZER their rankings, in a form provided by the ORGANIZER, of their assigned ANONYMIZED SOLUTIONS they have received within two (2) weeks of receiving the ANONYMIZED SOLUTIONS from the ORGANIZER. The TEAMS SPOKESPERSON is responsible for communicating the TEAMS ranking of their ANONYMIZED SOLUTIONS. Conditional upon the PARTICIPANTS own SOLUTION proceeding to the next round of the EVENT is that they send their rankings of their assigned ANONYMIZED SOLUTIONS to ORGNIZER within the time period. Each ANONYMIZED SOLUTIONS shall receive at least 5 rankings by SINGLE PARTICIPANT's or TEAM's which will be averaged to give an overall score for each ANONYMIZED SOLUTION. ORGANIZER may bring in third party subject matter experts or ORGANIZATION experts to supplement PARTICIPANTS if not enough rankings have been provided. At the ORGANIZATIONS discretion the top ten (10) ANONYMIZED SOLUTIONS, as determined by the highest scoring, will be advanced to the next phase of the EVENT. In the case of a tie in the rankings the ORGANIZATION will engage third party subject matter experts or ORGANIZATION experts to break the tie. For ANONYMIZED SOLUTIONS that are not proceed to the next round, no rankings or reviewers will be disclosed to the INDIVIDUAL PARTICIPANTS and/or public.

12. **INVITATION ROUND.** Based on the ranking by the PARTICIPANTS the top ten (10) ANONYMIZED SOLUTIONS will be selected to proceed to the SYNTHESIS ROUND. APPLICANTS will be informed by e-mail by June 13th 2022, if PARTICIPANT has been selected or not and will be informed about the approximate start- and end date of the SYNTHESIS ROUND.
13. **SYNTHESIS ROUND.** ORGANIZER will use selected SOLUTIONS without any adjustments for a chemical synthesis of the MOLECULE OF INTEREST and will select a professional Contract Research Organization to perform this chemical synthesis and will ensure that the information is handled under confidentiality and that the ownership rights are not infringed (the “**SYNTHESIS ROUND**”). Contract Research Organization will make its best effort to follow SOLUTIONS provided by PARTICIPANTS but ORGANIZATION is not responsible for any discrepancies between SOLUTIONS carried out and Contract Research Organization efforts.
14. **JUDGING PANEL/JUDGING CRITERIA.** ORGANIZER and/or one or more third party subject matter experts selected within ORGANIZATION and/or its agents and affiliates (collectively, the “**JUDGING PANEL**”), will select the winning SOLUTION after evaluating the results of this SYNTHESIS ROUND of the MOLECULE OF INTEREST and by evaluating the chemical synthesis with regards to the number of successful synthesis steps, the obtained yield, the achieved purity, as well as the feasibility of subsequent steps for the MOLECULE OF INTEREST (the “**JUDGING CRITERIA**”). The SOLUTION, which will demonstrate the best results according to the EVALUATION CRITERIA and after analysing the results of the SYNTHESIS ROUND, will be selected as the winning SOLUTION.
15. The JUDGING PANEL will select at least one (1) winner team of the EVENT (the “**WINNER(S)**”), using the JUDGING CRITERIA. ORGANIZER will notify the WINNER(S) by mail, email (at ORGANIZER’s discretion and using the information provided in the REGISTRATION). The WINNER(S) are/is expected to be announced after the completion of the chemical synthesis by January 2023. All decisions of the JUDGING PANEL are final, non-appealable and binding. Potential WINNER(S) must comply with these TERMS AND CONDITIONS; winning is contingent upon verification of eligibility and compliance with all requirements herein. ORGANIZER may announce the JUDGE’S CHOICES and WINNER (S) on the WEBSITE with the WINNER(S) ANONYMIZED SOLUTION. The WINNER(S) are/is obligated to participate in an AWARD CEREMONY for the COMPOUND CHALLENGE which will occur by December 2021.
16. **EVENT TERMS OF ANY SUBMISSIONS.** Proof of an uploaded REGISTRATION and/or submitted SOLUTION does not constitute proof or evidence that ORGANIZER received the REGISTRATION within the REGISTRATION PERIOD and/or the SOLUTION within the CHALLENGE PERIOD or that it is otherwise eligible for the EVENT. ORGANIZER reserves the right to disqualify any REGISTRATION, SOLUTION or APPLICANT for any reason or no reason within its sole and absolute discretion. ORGANIZER may reject any REGISTRATION and/or SOLUTION which might be considered, illegal, harmful, or in violation of these TERMS AND CONDITIONS and/or other EVENT’s rules and regulations. All APPLICANTS shall use the WEBSITE according to these TERMS AND CONDITIONS and any applicable website use policy posted on the WEBSITE.
17. **REPRESENTATIONS AND WARRANTIES.**
- 17.1. By submitting a REGISTRATION, APPLICANT 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
 - APPLICANT will not upload, submit or otherwise transmit any SOLUTION 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:
- 17.2. By submitting a SOLUTION, each PARTICIPANT represents and warrants as follows :

- No person or entity (including PARTICIPANT's employer or academic institution) other than the INDIVIDUAL PARTICIPANT(S) of the respective submitting PARTICIPANT has any right, title or interest in any part of the submitted SOLUTION;
- No other party is entitled to claim royalties from the use of the SOLUTION;
- Each SOLUTION 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 SOLUTION is an original work by the submitting PARTICIPANT, and the submitting PARTICIPANT has all the rights, licenses, permissions and consents necessary to submit the SOLUTION and to grant all of the rights that PARTICIPANT has granted with the REGISTRATION;
- The submitted SOLUTION 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 SOLUTION does not contain content that is inconsistent with applicable laws and regulations, or otherwise objectionable;
- PARTICIPANT will not upload, submit or otherwise transmit any SOLUTION 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.

18. PERMISSIONS / RESTRICTIONS.

ORGANIZER is not claiming ownership rights to submitted SOLUTIONS. However, by submitting a SOLUTION, 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 SOLUTION 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 SOLUTION;
- 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 SOLUTION 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 SOLUTION. 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 SOLUTION. 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 SOLUTION. 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 a SOLUTION, PARTICIPANTS waive all claims resulting from any similarities between a submitted SOLUTION and any current or future product and/or solution of ORGANIZER and/or its affiliates;

- PARTICIPANTS understand that PARTICIPANTS will not receive any compensation or credit for use of submitted SOLUTIONS, 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 INDIVIDUAL 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.

19. CONFIDENTIALITY.

19.1. 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 APPLICANTS/PARTICIPANTS to ORGANIZER, but shall not include any information that:

- (i) 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 APPLICANT/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.

19.2. APPLICANT/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:

- (i) is or becomes generally available to the public other than as a result of disclosure by APPLICANT/PARTICIPANT;
- (ii) is already known by or in the possession of APPLICANT/PARTICIPANT at the time of disclosure by ORGANIZER;

- (iii) is independently developed by APPLICANT/PARTICIPANT without use of or reference to the DATA; or
- (iv) is obtained by APPLICANT/PARTICIPANT from a third party that has not breached any obligations of confidentiality.

APPLICANT/PARTICIPANTS agree to use the DATA only for the purposes of the EVENT. All DATA belongs to ORGANIZER. APPLICANT/PARTICIPANTS agree that ORGANIZER shall retain all rights to the DATA. No license of any such rights to APPLICANT/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 APPLICANT/PARTICIPANT any other particular information.

20. **PRIZE.** Subject to these TERMS AND CONDITIONS, once confirmed by ORGANIZER, the WINNER(S) will receive 10,000 € (ten thousand Euro) as the prize to the EVENT, to be divided evenly amongst the WINNER(S) in the case of multiple WINNER(S). 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(S). If a potential WINNER(S) 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(S). In no event will ORGANIZER be responsible for awarding more than the stated number and/or amount of the total PRIZE.

21. **VERIFICATION/AUDIT.** APPLICANT understands and agrees that ORGANIZER may (but is not required to) verify, audit or otherwise confirm APPLICANT's/PARTICIPANT's identity, registration information, eligibility or other information relating to any REGISTRATION that may aid ORGANIZER in selecting PARTICIPANTS and verify the respective eligibility. APPLICANT 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 APPLICANT/PARTICIPANT suspected of providing false, misleading or other information that may fail to comply with these TERMS AND CONDITIONS or any other EVENT rules or regulations.

22. GENERAL CONDITIONS.

Each winning PARTICIPANT gives the ORGANIZATION the right to use his/her name, employer, 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.

22.1. APPLICANT/PARTICIPANT shall at all times comply with any EVENTS rules and regulations, including these TERMS AND CONDITIONS.

22.2. **DATA PROTECTION.** All data APPLICANTS/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 APPLICANTS/PARTICIPANTS for the purposes of the EVENT described herein. APPLICANT'S/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. APPLICANTS/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 open.innovation@emdgroup.com. Please note that there is a right of appeal to a supervisory authority. APPLICANTS/PARTICIPANTS can also request a copy of data transfer clauses if your data is shared outside the EU. In addition, ORGANIZER stores PARTICIPANTS data for its legitimate interest. The legal basis for processing is Art. 6 I lit. f GDPR, where the purpose of data usage and legitimate interest of ORGANIZER is to contact PARTICIPANTS for subsequent COMPOUND CHALLENGES. According to Art. 21 I GDPR, APPLICANTS/PARTICIPANTS have the right to object to the use of their data (based on Art. 6 I lit. f GDPR) with effect for the future by sending their objection to open.innovation@emdgroup.com. PARTICIPANT confirms that the information provided by him/her is true and correct and that he/she is entitled to provide the data of team members and that he/she has sufficiently informed these persons about the processing.

22.3. Following the EVENT, ORGANIZER shall not be required to retain records of any SOLUTIONS. 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 SOLUTIONS, or other factors beyond its reasonable control.

22.4. ORGANIZER reserves the immediate right to disqualify any APPLICANT/PARTICIPANT who, in ORGANIZER's sole discretion: (i) is not in compliance with these TERMS AND CONDITIONS, (ii) tampers with the SOLUTION process, the EVENT, or the WEBSITE; or (iii) is acting in an uncooperative, unfair, disruptive, abusive, or threatening manner.

22.5. ORGANIZER shall not be liable to the WINNER(S) 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.

22.6. 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, SOLUTION, 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 SOLUTIONS, in whole or in part, or other factors beyond their reasonable control.

22.7. Once submitted, a SOLUTION cannot be deleted, cancelled, exchanged, amended, corrected or otherwise modified. RELEASED PARTIES are not responsible for injury or damage to APPLICANT'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.

22.8. Persons who tamper with or abuse any aspect of the EVENT or WEBSITE, as solely determined by ORGANIZER, will be disqualified. Any APPLICANT/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.

22.9. In the event of a dispute as to the source of any submitted SOLUTION 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.

23. LIMITATIONS OF LIABILITY AND RELEASE: APPLICANT 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.
24. **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.
25. 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.
26. WINNER(S): For the name of the WINNER(S), contact ORGANIZER by mail at the address below addressed to attention: [open.innovation@emdgroup.com]
27. The choice of the WINNER(S) is final and recourse to courts of law is excluded.