

## Terms and conditions for the Ferroelectric Nematics Challenge

BY REGISTERING FOR THIS Ferroelectric Nematics Challenge 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 Ferroelectric Nematics Challenge CHALLENGE AND DO NOT SUBMIT AN APPLICATION.

ORGANIZER shall have the right to change the current terms and conditions (“**TERMS AND CONDTITONS**”) 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.** Ferroelectric Nematics Challenge 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 application (“INDIVIDUAL PARTICIPANT”), and (ii) TEAMS composed of INDIVIDUAL PARTICIPANTS (as further described below). However, the EVENT is not open to: (i) employees 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, (iii) 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 1<sup>st</sup> 2022 and ends on the December 31<sup>st</sup>, 2022 (the “EVENT PERIOD”). APPLICATIONS (as further described below) can be submitted beginning from January 1<sup>st</sup> 2022 until May 31<sup>st</sup> 2022 (the “APPLICATION 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/2022-research-challenges/FN-challenge.html> (“WEBSITE”) during the APPLICATION PERIOD, accurately and truthfully complete the application form, accept these TERMS AND CONDITIONS and follow the instructions for submitting an APPLICATION as described on the WEBSITE. APPLICATION information will only be considered by ORGANIZER if the submission was undertaken via the WEBSITE. The party accepting these TERMS AND CONDITIONS and submitting an APPLICATION is referred to as an “**APPLICANT**”. APPLICANTS may submit an APPLICATION as either an INDIVIDUAL PARTICIPANT or as SPOKESPERSON on behalf of TEAM. As used herein, “APPLICATION” means all submissions,

documents or other materials submitted to ORGANIZER in connection with the EVENT via the WEBSITE. Each CONCEPT must contain only information which is not prohibited for disclosure. APPLICATIONS may be cancelled, removed or revoked by APPLICANT in writing. In case an APPLICATION was submitted as a TEAM (as further described below), the single APPLICATION may be cancelled, removed or revoked only by the respective SPOKESPERSON together in writing. In case a TEAM MEMBER expresses to cancel, remove or revoke the single APPLICATION, only the respective TEAM MEMBER expressing the discontinuation of his/her participation in the EVENT will be removed from the TEAM. Only duly completed and submitted APPLICATIONS 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 APPLICATION ("**TEAM**"). Each member of the TEAM that contributes in any way to an APPLICATION (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. An APPLICATION 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 APPLICATION 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 APPLICATIONS submitted by the TEAM will be disqualified.
7. **PARTICIPANTS.** SINGLE PARTICIPANTS and TEAMS are collectively referred to as "**PARTICIPANTS**".
8. All APPLICATIONS must be submitted in English. Each APPLICANT assumes all risk of damaged, lost, late, incomplete, invalid, incorrect or misdirected APPLICATIONS. All APPLICATIONS (and related information) shall be deemed collected and evaluated in Germany.
9. **APPLICATION process.** The EVENT consists of three phases, the CONCEPT phase and the SOLUTION and-PRESENTATION phases as described below. The APPLICATION period begins on January 1<sup>st</sup>, 2022 at 00:00 CET (Central European Time), and ends on 31. May 2022 for submission of CONCEPT at 23:59 CET (Central European Time); and August 15<sup>th</sup>, 2022 for submission of SOLUTION at 23:59 CET (Central European Time). Each APPLICATION will be reviewed by ORGANIZER. Existing work may be used in this CHALLENGE to develop the CONCEPT and SOLUTION, but originality and inventiveness will be considered when judging the APPLICATIONS. In the event that ORGANIZER determines that any APPLICATION does not or may not meet the judging criteria for the CHALLENGE, ORGANIZER may (a) disqualify the APPLICATION, or (b) request that the APPLICANT submit a revised, clarified description of the APPLICATION, for further consideration by ORGANIZER
10. **CONCEPT Phase:** During the CONCEPT phase, applicants are invited to describe what the CONCEPT looks like containing non-confidential information only by filling in <https://research-grants-challenges.optimytool.com/>.
11. **SOLUTION Phase:** The top 10 APPLICANTS determined by the ORGANIZER as meeting the JUDGING CRITERIA (based on a preliminary review of the CONCEPT) are invited to the solution phase. Selected APPLICANTS have the option to request a developer kit which will be made available by ORGANIZER subject to a separately concluded Material Evaluation Agreement. To the extent the provisions of such Material Evaluation Agreement are in conflict with the terms herein, the provisions

in the Material Evaluation Agreement shall prevail. Applicants are invited to develop and submit a Solution demonstrating the validity of their initial idea including the following steps:

1. Description of experiments and shared data
2. Present your results in a presentation

The SOLUTION has to be submitted electronically following the instructions provided by the ORGANIZER .

12. **PRESENTATION Phase:** The JUDGING PANEL will then evaluate the top 10 solutions according to the JUDGING CRITERIA and invite 5 teams to present their solution that will be scheduled by ORGANIZER (PRESENTATION).
13. **JUDGING PANEL/JUDGING CRITERIA.** ORGANIZER and/or one or more third party subject matter experts selected by ORGANIZER and/or its agents and affiliates (collectively, the “**JUDGING PANEL**”), will select the winning SOLUTION after evaluating the submitted APPLICATION including, but not limited to, the **Business Potential, Technical Attractiveness, Strategic Fit** of SOLUTION and the **Team Strength** (the “**JUDGING CRITERIA**”). The APPLICATION, which will demonstrate the best results according to the JUDGING CRITERIA will be selected by the JUDGING PANEL as the winning APPLICATION.
14. The JUDGING PANEL will select up to three (3) winners of the EVENT (the “**WINNERS**”), the ‘Gold WINNER’ for submitting the best SOLUTION and the ‘Silver WINNER’ for submitting the second best SOLUTION, and “Bronze WINNER” for submitting the third best SOLUTION using the JUDGING CRITERIA. ORGANIZER will notify the WINNERS by mail, email or telephone (at ORGANIZER’s discretion and using the information provided in the APPLICATION). The WINNERS are expected to be announced by December 2022. All decisions of the JUDGING PANEL 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 WINNERS on the WEBSITE with the WINNERS full name, affiliation and job title.
15. **EVENT TERMS OF ANY SUBMISSIONS.** Proof of an uploaded APPLICATION and/or the submitted SOLUTION does not constitute proof or evidence that ORGANIZER received the APPLICATION within the APPLICATION PERIOD that it is otherwise eligible for the EVENT. ORGANIZER reserves the right to disqualify any APPLICATION, SOLUTION or APPLICANT for any reason or no reason within its sole and absolute discretion. ORGANIZER may reject any APPLICATION 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.

#### 16. REPRESENTATIONS AND WARRANTIES.

By participating in the CHALLENGE, APPLICANT represents and warrants as follows:

- Any and all application information are complete, accurate and truthful and do not include confidential information, proprietary, or trade secret information; and
- APPLICANT is not prohibited from entering into this Agreement by its employment contract with any third party employer; 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 or any malware.

#### 17. 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.

## 18. CONFIDENTIALITY.

18.1. 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.

18.2. 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.

19. **PRIZE.** Subject to these TERMS AND CONDITIONS, once confirmed by ORGANIZER, the ‘Gold WINNER’ will receive 10,000 € (ten thousand Euro) as the prize to the EVENT, the ‘Silver WINNER’ will receive 5,000 € (five thousand Euro) and the ‘Bronze WINNER’ will receive 3000 € (three thousand Euro). 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 WINNERS. 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. ORGANIZER reserves the right to terminate the EVENT and not award any prize in case no application meets the requirements set out in Sections 11-13.

20. **VERIFICATION/AUDIT.** APPLICANT understands and agrees that ORGANIZER may (but is not required to) verify, audit or otherwise confirm APPLICANT’s/PARTICIPANT’s identity, application information, eligibility or other information relating to any APPLICATION 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 CODITIONS or any other EVENT rules or regulations.

## 21. **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.

- 21.1. APPLICANT/PARTICIPANT shall at all times comply with any EVENTS rules and regulations, including these TERMS AND CONDITIONS.
- 21.2. **DATA PROTECTION.** All data APPLICANTS/PARTICIPANTS provide in connection with the EVENT on the will be processed (saved, stored, used, transmitted and deleted) for the purposes of the EVENT as described in the Data Privacy Declaration available from our portal under the following link <https://research-grants-challenges.optimytool.com/en/privacy/>.
- 21.3. 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 APPLICATIONS and/or SOLUTIONS, or other factors beyond its reasonable control.
- 21.4. 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.
- 21.5. ORGANIZER shall not be liable to the WINNERS 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.
- 21.6. 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, APPLICATION, 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.
- 21.7. 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.
- 21.8. 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.
- 21.9. In the event of a dispute as to the source of any submitted SOLUTION and/or APPLICATION, the authorized account holder of the email address used to enter will be deemed to be the person making the APPLICATION. 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.

22. 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.
23. **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.
24. 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.
25. WINNERS: For the name of the WINNERS, contact ORGANIZER by mail at the address below addressed to attention: [open.innovation@emdgroup.com]
26. The choice of the WINNERS is final and recourse to courts of law is excluded.