

Novo Nordisk Competition 2022 for creationNN and BioLabs Golden Ticket program

Terms and Conditions

1. THE COMPETITION

Novo Nordisk is now launching the process to identify the Golden Ticket winner for 2022 and wishes to invite interested life-sciences and biotech start-ups to submit proposals (the "Competition").

These Terms and Conditions ("Terms") are applicable to the Competition.

The Competition is open for participation by individuals, teams, legal entities and organizations from across the innovation ecosystem, from start-ups, university researchers, students, incubators/accelerators, as well as other industry innovators (each referred to as a "Participant").

An entrant team consisting of more than one individual and not representing a legal entity is referred to as "Participant Team".

"Participant" in these Terms shall refer to individual Participants as well as each individual member of any Participant Team.

During the Open Call Period (**9am Central European Time on 25 August 2022 until 12pm Central European Time on 23 October 2022**), Participants can submit their solution ("Entry") via the Competition website <https://www.novonordisk.com/partnering-and-open-innovation/open-innovation/creatioNN.html>.

By submitting an Entry, Participant accepts and agrees to comply with these Terms and with the decisions of Novo Nordisk, which will be final and binding in all respects, including Novo Nordisk's right to verify eligibility, to interpret, amend or otherwise alter these Terms, and to resolve any claims or disputes relating to the Competition at any time, in any manner, in its sole discretion.

In these Terms, "Novo Nordisk" shall be deemed to include Novo Nordisk A/S, its affiliates, subsidiaries, successors and assigns.

2. ELIGIBILITY

Each Participant must be eligible to participate in the Competition and comply with the Terms, or such Participant or its Participant Team may be disqualified.

An individual is permitted to be part of more than one Participant Team and may enter as part of a Participant Team and as a sole participant if they desire. Only one (1) person on a Participant Team will be considered Participant for entry purposes ("Team Representative").

To be eligible to enter the Competition, Participant must be above the age of majority in the country, state or jurisdiction of residence at the time of entry. The Competition is void in all countries where prohibited by law.

Not eligible to participate in the Competition are:

- employees, interns, contractors, representatives, agents and official office-holders of Novo Nordisk, as well as Novo Nordisk's subsidiaries, affiliates and their respective directors, officers, employees, interns, and contractors, and the immediate family members (such as parents, siblings, children, spouses, life partners);
- Healthcare Professionals, Healthcare Organisations

If Participant is entering as part of a company or on behalf of its employer, these Terms are binding on Participant as well as the employer. If Participant is acting within the scope of the employment, as an employee, contractor, or agent of another party, by submitting the Entry, Participant warrants that such party has full knowledge of Participant's actions and has consented thereto, including to these Terms. Participant warrants that Participant's actions do not violate the employer or company's policies and procedures.

Novo Nordisk reserves the right to verify eligibility and to adjudicate on any dispute at any time.

3. PHASES OF THE COMPETITION

3.1. ENTRY SUBMISSION

By submitting an Entry, the Participant accepts the Terms & Conditions.

Entries must be submitted via the Competition website.

All Participants must be able and willing to work with Novo Nordisk mentors to help advance their solution.

Entries will be considered non-confidential. By submitting an Entry, Participant acknowledges and agrees that the Entry will not be treated as confidential. Participant is advised, before submitting an Entry, to consult a lawyer or patent attorney as to the desirability of seeking patents or other protection for the Entry.

By submitting an Entry, Participant warrants and represents that:

- i. The Entry is the original work of Participant;
- ii. Participant and, if applicable, Participant Team, has consented to the submission and use of the Entry in the Competition;
- iii. The Entry does not contain any copyrighted material not owned by Participant or, if applicable, Participant Team and, to the best of Participant's knowledge, does not infringe the rights of any third party, including but not limited to rights of publicity or privacy, moral rights, or any other property rights;
- iv. Participant has the right to present the Entry and to participate in the Competition and there are no claims, judgments or settlements against or owed by Participant relating to the Entry or any information contained therein;
- v. The Entry only contains names/likeness/identifying elements of persons for the use of which these persons have given their prior written consent to Participant.

In the Entry, Participant must disclose whether:

- a. whether Participant has any currently active formal partnerships with other pharmaceutical companies;
- b. whether Participant is a Health Care Professional (HCP) or a Health Care Organization (HCO).

Participant's submission of the Entry is at its own responsibility and risk. Novo Nordisk shall not be liable for loss of data or illegal intrusion into the system by third parties.

3.2. REVIEW OF ENTRIES

The Entries will be judged and scored by a review panel chosen by Novo Nordisk ("Review Panel").

The Review Panel will rank the Entries based on criteria fit for a given submission. Their assessments are based on four evaluation criteria;

- ✓ Scientific novelty
- ✓ Scalability and impact
- ✓ Robustness of the research plan
- ✓ Team competency

Novo Nordisk reserves the right to assess the Entries in a manner determined by Novo Nordisk, which may include interviews or discussions with certain Participants.

3.3. SELECTION OF SEMI-FINALISTS

The Entries ranked highest by the Review Panel will be selected as semi-finalists ("Semi-Finalists"), subject to verification and compliance with these Terms. The Semi-Finalists will be notified by the email address they provided in their application.

If an email notification is returned as undeliverable, or if a Semi-Finalist does not respond within the required number of days specified by Novo Nordisk, or if any information submitted by Participant is found in non-compliance with the Terms, raises significant concern to Novo Nordisk, or if a potential Semi-Finalist decides to decline its selection as Semi-Finalist for any reason, Novo Nordisk shall have no further obligations to such Semi-Finalist and such place as Semi-Finalist may be awarded to a runner-up Semi-Finalist, time-permitting and at Novo Nordisk's sole discretion.

The Semi-Finalists may receive questions or other feedback from Novo Nordisk after being selected as Semi-Finalists.

3.4. SELECTION OF FINALISTS

By mid November 2022, the Semi-Finalists will present their solution to a Review Panel and present at an event in November of 2022 (the "Pitch Event") to compete for the creatioNN/Golden Ticket award program.

The Finalists will be notified by the email address they provided in their application.

If an email notification is returned as undeliverable, or if a Finalist does not respond within the required number of days specified by Novo Nordisk, or if any information submitted by Participant is found in non-compliance with the Terms, raises significant concern to Novo Nordisk or if a Finalist decides to decline the prize for any reason, Novo Nordisk shall have no further obligations to such Finalist and the applicable prize will be forfeited and may be awarded to a runner-up Finalist, time-permitting and at Novo Nordisk's sole discretion.

If, once selected as a Finalist, a Participant is of the opinion that their solution cannot be further discussed or developed without the disclosure of any confidential or proprietary

information, Novo Nordisk may decide to enter into a confidentiality agreement with Participant to ensure that the mutual interests are well protected.

The creatioNN/Golden Ticket award Winner will receive a spot on a priority waitlist for residency and a voucher for prepaid rent for one reserved bench for one scientist on the first floor of BioLabs shared laboratory for one year, including the benefit of BioLabs' shared infrastructure and services. For taking up residency at BioLabs the creatioNN/Golden Ticket award Winner will be required to sign a Service Agreement with BioLabs, on BioLabs terms and conditions.

The creatioNN/Golden award Ticket is non-transferable and substitutions or cash redemptions will not be allowed. Except where prohibited by law, all tax liabilities are the responsibility of the creatioNN/Golden Ticket award Winner. Novo Nordisk will not be responsible for any tax deductions which may be necessary. Participant acknowledges that he/she will not be entitled to any additional payment by reason of any award(s) being subject to any tax, levy, or other charge in any jurisdiction.

The creatioNN/Golden Ticket award Winner is responsible for any costs and expenses associated with the acceptance and/or use of the creatioNN/Golden Ticket award. All details of the prize not specified in these Terms shall be determined by Novo Nordisk in its sole discretion.

Novo Nordisk and the selected Finalist will execute any such further agreements as may be necessary or advisable.

5. INDEMNIFICATION, WARRANTIES AND ACKNOWLEDGEMENTS

Participant accepts the conditions stated in these Terms, agrees to be bound by all decisions of Novo Nordisk regarding the Competition, and warrants that he/she is eligible to participate in the Competition as specified in these Terms.

Participant indemnifies Novo Nordisk for any damages (including payment of reasonable attorneys' fees) in connection with Participant's participation in the Competition and Participant's acceptance and use of the creatioNN/Golden Ticket award.

Participant indemnifies Novo Nordisk for any damages (including payment of reasonable attorneys' fees) in connection with any claim for misappropriation or infringement resulting from Novo Nordisk's mentoring of Participant or resulting from Novo Nordisk's involvement with any idea, invention, information or materials comprised in the Entry.

Participant acknowledges that Novo Nordisk may presently, during the Competition, and/or in the future be developing internally, or receiving from other parties, ideas, concepts, solutions and information that are similar to the Entry. Accordingly, nothing herein shall prohibit Novo Nordisk 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 the Entry.

Participant will not in any manner undermine the integrity of the Competition. Participant will not use any device, software or routine to interfere with the proper working of the Competition Website or with the intention to damage, interfere with or surreptitiously intercept or expropriate any system, data or personal information.

6. OTHER

- i. **NO OFFER OR PAYMENT FOR PRODUCTS OR SERVICES.** This Competition and the creatioNN/Golden Ticket award are not intended to be, nor shall these be construed as, an offer or payment made, whether directly or indirectly, to purchase, lease or order of any item or service of Novo Nordisk.
- ii. **COMPLIANCE WITH REQUIREMENTS.** Determination of compliance with entry, technical, and other requirements and these Terms will be in the sole discretion of Novo Nordisk. Novo Nordisk reserves the right to disqualify any Participant whose participation may, or Entry that may, cause controversy or negative publicity for the Competition, BioLabs, Novo Nordisk or any third parties. Participant shall not use the Novo Nordisk name, logo, corporate identity or images without Novo Nordisk's prior written consent.
- iii. **NO LIABILITY.** Novo Nordisk assumes no responsibility for the following: any problems, technical malfunctions or delays in electronic operations or transmissions; Entries that are lost, stolen, incomplete, damaged, garbled, destroyed, misdirected or not received for any reason; destruction of or unauthorized access to, or alteration of Entries or related material, failed or unavailable hardware, network, software or telephone transmissions, damage to Participant's or any person's computer and/or its contents related to or resulting from participation in the Competition; or any errors in these Terms or in any advertisements or correspondence in connection with the Competition.
- iv. **PARTICIPANT CONSENT.** Participant consents, authorizes and grants to Novo Nordisk the irrevocable and unrestricted right and permission to take, copyright, use and publish printed, video, audio, or photographic images of Participant and Participant's statements, in whole or in part, in conjunction with or without Participant's name, or any reproductions thereof related to the Competition for use with internal and external audiences, including the right to edit these materials to ensure compliance with applicable rules and regulations.
- v. **TIMEKEEPING.** During the Competition, Novo Nordisk's administrator's server/computer is the official timekeeping device.
- vi. **NOVO NORDISK DECISIONS.** Novo Nordisk's decisions are final and binding in all matters relating to the Competition.
- vii. **PRECEDENCE.** In the event of any inconsistency between these Terms and any other provisions published or otherwise communicated in relation to the Competition, these Terms shall prevail.
- viii. **COMPETITION CANCELATION OR SUSPENSION.** Novo Nordisk reserves the right to cancel or suspend the Competition at any time at its sole discretion.
- ix. **TRANSPARENCY REQUIREMENTS.** If applicable, Novo Nordisk will disclose the award provided to the creatioNN/Golden Ticket award Winner to fulfill transparency requirements.

7. PERSONAL DATA AND PRIVACY

Entries will include information relating to identified or identifiable natural persons ("Personal Data"), in particular name, title, email address, mailing address, phone number and age of Participants as well as names of members of Participant Teams.

By submitting Personal Data of members of a Participant Teams, the Team Representative represents and warrants that all necessary permissions from all members of Participant Team have been obtained.

Novo Nordisk ensures that adequate security measures to safeguard personal data are in place at Novo Nordisk. The information you provide to us hereunder will be stored and/or processed in accordance with all applicable laws in Denmark, including Regulation (EU) 2016/679 of 27 April 2016 (the General Data Protection Regulation). The information may be processed by Affiliates providing services to Novo Nordisk and which may be established in jurisdictions outside the European Economic Area. This will only be for the purposes of processing the information, and Novo Nordisk will take all adequate measures to ensure that confidentiality of your personal information is preserved.

Participant expressly consents to: (i) the collection, use and retention by Novo Nordisk of Participant's personal and business information contained in the Entry for all purposes (including promotion and publicity) related to the Novo Nordisk Innovation Partnering Program and for the purposes set forth more fully on Novo Nordisk's website (<https://www.novonordisk.com/utills/disclaimer.html>), as well as for use in a publicly available Finalists list; and (ii) the publication of Participant's name, picture and entrepreneurial story on the Competition Website, Novo Nordisk websites as well as on Novo Nordisk's social media channels (Facebook, Twitter, YouTube, Instagram, etc.).

8. DISPUTES

Participant agrees that any and all disputes, claims and causes of action out of or connected with the Competition shall be resolved individually, without resort to any form of class, mass or other collection action.

All issues and questions with regard to the construction, validity, interpretation and enforceability of these Terms, or the rights and obligations of Participant and Novo Nordisk shall be governed by, and construed in accordance with, the laws of Denmark, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any other jurisdiction.

The exclusive jurisdiction and venue of any action with respect to the subject matter of these Terms shall be the courts of Denmark; and Participant submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Competition, but in no event attorneys' fees. Participant hereby waives all rights to (i) claim or be awarded any punitive, direct, indirect, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and (ii) to have damages multiplied or otherwise increased, including for willful patent infringement.