

# 1. The Competition

Novo Nordisk is a global healthcare company with more than 95 years of innovation and leadership in diabetes care. As used herein, “Novo Nordisk” includes Novo Nordisk A/S, its affiliates, subsidiaries, successors and assigns.

Novo Nordisk is initiating a ValidationNN project, aiming to validate innovative translational ideas and through which selected applicants will receive financial support, up to 50000 EUR, at Novo Nordisk’s sole discretion (a “ValidationNN Award”) to develop such ideas. As the first phase, Novo Nordisk invites interested life-sciences and biotech researchers to submit proposals for Novo Nordisk’s consideration (the “Competition”).

These Terms and Conditions (“Terms”) are applicable to the Competition, the Competition, and all proposals received as part of the Competition for the ValidationNN Award.

**Proposal submission for the Competition opens at 9:00 AM Central European Time (CET) on February 1<sup>st</sup>, 2023 and closes at 12:00 PM CET on December 31<sup>st</sup>, 2023, unless terminated earlier by Novo Nordisk (the "Open Call Period").**

Proposals submitted as part of the Competition should focus on disease-relevant research with therapeutic potential, including novel targets/mechanisms of action, novel biology/pathway analyses and enabling technologies. Proposals should demonstrate a scientific connection to one of Novo Nordisk’s therapeutic areas: diabetes, obesity, cardiovascular disease, NASH, chronic kidney disease, hemophilia and other rare blood disorders or rare endocrine disorders.

Proposals may be submitted by individuals, teams, legal entities and organizations from across the innovation ecosystem—including start-ups, university researchers, students, incubators/accelerators, and other industry innovators.

An entrant team consisting of more than one individual and not representing a legal entity may be 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, Participants can submit proposals (each, an “Entry”) via the Competition website:

<https://www.novonordisk.com/partnering-and-open-innovation/open-innovation/validationNN.html>

By submitting an Entry, each 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, interpret these Terms, and resolve any claims or disputes relating to the Competition and/or the Competition at any time.

## 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/or as a solo participant. Each Participant Team must elect one (1) Participant to be considered its “Team Representative” for Entry purposes.

To be eligible to submit an Entry for the Competition, Participants must be above the age of majority in their country, state or jurisdiction of residence at the time of Entry.

Furthermore, only Participants based in the United States of America, People’s Republic of China, European Union, United Kingdom, Switzerland and Norway are eligible to enter the Competition. The Competition is void in all other countries and Entries from Participants based in any other countries will not be considered.

Separately, certain individuals or entities are not eligible to participate in the Competition, including:

- Novo Nordisk employees, interns, contractors, representatives, agents, official office-holders, directors, officers, and the immediate family members (such as parents, siblings, children, spouses, life partners);

- **For U.S.-based Entries:** patients participating in any U.S. government/federally funded or state medical or prescription benefit programs, including Medicare, Medicaid, Medigap, VA, DOD, and TRICARE. This includes patients participating in a Managed Medicaid plan or who have Medicaid as secondary insurance.

If Participant is entering as part of a company or on behalf of an employer, these Terms are binding on Participant as well as the employer. If Participant is acting within the scope of their employment or otherwise as an agent in submitting an Entry—e.g., as an employee, contractor, or agent of another party—Participant represents and warrants that the employer or party they are acting for has full knowledge of Participant’s actions and has consented thereto, including to these Terms and Participant’s potential receipt of the ValidationNN Award. Participant represents and warrants that Participant’s actions do not violate the employer or company’s policies and procedures.

By submitting an Entry Participant represents and warrants that their Entry complies with all local legal requirements, rules and regulations, that the Participant are legally eligible to receive a ValidationNN Award, if selected as a ValidationNN Award Winner, and that the Participant by submitting the Entry do not violate any local legal laws.

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

## 3. Phases of the Competition

### 3.1. Entry Submission

By submitting an Entry, the Participant accepts these Terms.

Entries must be submitted via the Competition website and must include all information required in the application form provided at the Competition website, which includes but is not limited to:

- Participant (and, if applicable, Participant Team) name, email, phone number, and mailing address;
- Project Description, including project plan and timelines;
- Total funding at time of Entry
- Anticipated benefits of securing the ValidationNN Award
- Scientific Novelty
- Impact; and
- Confirmation that the participant has read and understood the terms and conditions

Entries may be submitted at any time during the Open Call Period. An Entry is not complete unless and until the entry criteria are properly satisfied. Submitted Entries will not be returned.

Entries will be considered non-confidential and non-private. 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. Participant should also not include any information in an Entry that would compromise any individual or entity's sensitive personal information.

By submitting an Entry, Participant represents and warrants 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 does not infringe the rights of any third party, including but not limited to rights of publicity or privacy, moral rights, intellectual property 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

- (1) relating to the Entry, (2) affecting Participant's ability to submit the Entry or otherwise participate in the Competition, or (3) affecting any information contained in Participant's Entry, including the accuracy or completeness thereof; and
- v. The Entry only contains names/likeness/identifying elements of persons or other intellectual property which the authorized party(ies) have given Participant prior written consent to use.

In the Entry, Participant must disclose whether Participant:

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

Participant's submission of the Entry is at Participant's own responsibility and risk. Novo Nordisk shall not be liable for loss of data or illegal intrusion into any 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") on an ongoing basis.

The Review Panel will evaluate Entries based on criteria fit for a given submission.

The Review Panel's assessment will generally focus 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, in its sole discretion, which may include interviews or discussions with certain Participants.

### 3.3 Selection of ValidationNN Award Winners

The Review Panel will select the winners of the ValidationNN Award (each, a “**ValidationNN Award Winner**”), subject to verification and compliance with these Terms. ValidationNN Award Winners will be notified via the email address provided in their Entry.

If an email notification is returned as undeliverable, or if a ValidationNN Award Winner does not respond within the required number of days specified by Novo Nordisk, Novo Nordisk shall have no further obligations to such ValidationNN Award Winner. Additionally, if any information submitted by Participant is found to be non-compliant or inconsistent with these Term or raises significant concern to Novo Nordisk in Novo Nordisk’s sole discretion, Novo Nordisk shall have no further obligations to such ValidationNN Award Winner. Finally, if a potential ValidationNN Award Winner decides to decline its selection as ValidationNN Award Winner and/or withdraw its Entry for any reason, Novo Nordisk shall have no further obligations to such ValidationNN Award Winner.

A ValidationNN Award Winner may receive questions or other feedback from Novo Nordisk after being selected, which must be addressed sufficiently to receive a ValidationNN Award. If, once selected as a ValidationNN Award Winner, a Participant is of the opinion that their Entry cannot be further discussed or solution further developed without the disclosure of confidential or proprietary information, Novo Nordisk may decide to enter into a separate confidentiality agreement with the ValidationNN Award Winner to ensure that all interests are well protected.

Except where prohibited by law, all tax liabilities are the responsibility of the ValidationNN 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 ValidationNN Award being subject to any tax, levy, or other charge in any jurisdiction (i.e., the total amount of any ValidationNN Award will not be “grossed up,” and may be reduced by any applicable taxes, levies, or other required deductions).

A ValidationNN Award Winner is responsible for any costs and expenses associated with the acceptance and/or use of the ValidationNN Award. All details of the Competition,

Competition and ValidationNN Award not specified in these Terms shall be determined by Novo Nordisk in its sole discretion.

Novo Nordisk and the ValidationNN Award Winner(s) 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 the ValidationNN Award, 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 ValidationNN 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 (i) Participant's infringement of any third party's intellectual property rights; (ii) Novo Nordisk's mentoring of Participant; or (iii) Novo Nordisk's involvement with any idea, invention, information or materials included in the Entry.

Participant acknowledges that Novo Nordisk may presently, at any time during the Competition, and/or at any time 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 provision of any ValidationNN Award are not intended to be, and shall not 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.

Participant represents, warrants, and agrees that the Competition and any ValidationNN Award granted impose no past, current or future obligation, express or implied, on Participant or any individual working for Participant, its volunteers or members, including affiliated member groups, to purchase, prescribe, recommend or arrange for the purchase of any Novo Nordisk project, including recommending or arranging for favourable formulary status of any Novo Nordisk product.

### **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 or reject and Entry that risks causing controversy or negative publicity for the Competition, 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. Participation consent.**

Participant consents, authorizes and grants to Novo Nordisk the 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, the ValidationNN Award, and 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, the ValidationNN Award, or the Competition, these Terms shall prevail and govern.

#### **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 a Validation Award Winner to fulfil transparency requirements.

In particular, Participant acknowledges that Novo Nordisk is subject to federal, state and local laws that restrict the provision of and/or require the disclosure of remuneration, meals, travel, lodging and other items of value provided to healthcare professionals and/or healthcare organizations. Where any such items of value are provided to healthcare professionals and/or healthcare organizations, the value of these items will be reported, and the information may be made publicly available in accordance with applicable federal, state and local laws. Participant shall cooperate with Novo Nordisk to ensure that all information reasonably required for Novo Nordisk's compliance with legal and/or regulatory requirements is provided for purpose of contracting, tracking and disclosing transfers of value to Participant or any associated entity.

# **7. Personal Data & 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 Team, the Team Representative represents and warrants that all necessary permissions from all members of Participant Team have been obtained.

Novo Nordisk collects, processes, and/or uses Personal Data submitted for the purposes of the Competition in accordance with these Terms, in particular for verifying the identity of Participants, for administering the Competition, and to contact Participants for the organization and execution of the Competition ([Privacy Policy \(novonordisk.com\)](https://www.novonordisk.com/privacy-policy)).

Novo Nordisk may anonymize, pseudonymize and/or aggregate data collected through the Competition Website for statistical purposes to help improve its products and services.

By submitting an Entry, 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 ValidationNN Award Winners 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 arising out of or related in any way to the Competition, the ValidationNN Award or the Competition, shall be resolved individually, without resort to any form of class action, collective action or mass action. Accordingly, participant hereby waives its right to initiate or participate in any form of class action, collective action or mass action in connection with the Competition, the ValidationNN Award or the Competition.

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 state courts 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 wilful patent infringement.