

**Hacking Healthcare –  
Co-create the future of Healthcare  
Powered by Amgen  
Official Rules**

## **Overview**

Amgen Europe B.V. (Netherlands) Minervum 7061, 4817 ZK Breda (“The Organizer”) is organizing in Amsterdam, the Netherlands, an event to co-create for innovation in healthcare (the “Competition”). The Organizer has appointed BeMyApp Corporation, 18 BOULEVARD MICHELET 13008 MARSEILLE, as the administrator of the Competition (“The Administrator”).

Participation in the Competition is subject to all the terms and conditions in the Official Rules (“T&Cs”). By registering and participating in the Hackathon, you indicate your full and unconditional agreement to these Official Rules and other instructions related to the Hackathon, as well as to our decisions regarding the Hackathon, which are final and binding. By ticking the “I accept” box at the end of this information note, you agree to be bound by the T&Cs.

## **The Competition**

The Competition comprises different phases:

- Registration: participants will be able to find information and register online.
- Ideation platform: after registration, participants are able to submit and discuss ideas on line in relation to the theme of the Competition with a panel of experts and other participants on the ideation platform. The goal is to allow participants to ideate and get feedback from other participants and mentors. On the Ideation Platform, there will be resources to help participants for the Competition.
- The hackathon: the 2-day hackathon will permit participants to, on-site in Amsterdam, pitch their idea, form teams, design and develop products with accessible data and technologies, and be evaluated by a panel of judges, in order to win a prize.

## **Roles of The Organizer and The Administrator**

- The Organizer is in charge of organizing the Competition with the assistance of its Administrator.
- The Organizer and its Administrator will provide a website for the registration and mentors supporting participants during the first and second phase.
- The Organizer and its Administrator will organize the Competition and set up a jury to determine about the winners of the Competition (“Jury”).
- The Organizer and its Administrator retain the right to change, supplement, add provisions or remove provisions from these T&Cs. You will be informed of these

amendments and asked to agree.

### **What are the dates to note?**

Registration will start on Tuesday, February 14th 2017 and end on Friday, April 7th 2017. It may end before (when all slots are taken up).

The Ideation Platform will open on Friday, March 24th 2017. Each participant who registered for the Competition will receive an invitation via email, to create an account on the Ideation Platform.

The Competition will take place at B. Amsterdam, Johan Huizingalaan 763A, 1066 VH, Amsterdam, Netherlands on April 7th and 8th 2017 (see complete agenda below).

### **Who may enter?**

A participant is eligible to enter the online registration if he/she meets the following requirements at the time of entry:

- Participant is a natural person of at least 18 years of age.
- Participant is not a subject of criminal investigation/proceedings.
- By registering to the Competition, the participant agrees:
  - To abide by all the T&Cs stated in this document.
  - To release and hold harmless the Organizer, The Administrator, its partners, subsidiaries, affiliates, employees and agents from any and all liability for any injury, loss or damage of any kind, arising from or in connection with the Competition or any prize won by the participant.
  - That all the Organizer's and the Administrator's decisions will be final and binding on all matters related to the Competition.
  - That all the Jury's decisions will be final and binding on all matters related to the Competition.

### **Photos/ videos**

That the hackathon is intended to be a publicised event and therefore, any photo or video containing your image or voice, as may be shot or filmed during the Competition, may be published by the Organizer or the Administrator, in part or in full, with or without stating the participant's name, on any media, including but not limited to the Organizer's or the Administrator's website and/ or Facebook pages, at their sole and absolute discretion. If you do not wish for your image or voice to be used as described, please consider not participating to the event as the Organiser cannot guarantee that your wish can be granted, as the Hackathon is intended to be a publicised event.

## How to register for and participate in the Competition?

- Anyone who wants to take part in the Competition has to get its ticket at Eventbrite. Each participant will receive an invitation from the Administrator, via email, to sign up on the Ideation Platform (registration on the Ideation Platform will only be possible by invitation). The Ideation Platform is designed and managed by the Administrator.
- Signing up on the Ideation Platform requires an email address, name, username and ticket type (developer, designer, innovator, life saver, patient or superpower).
- Registration, access to the Ideation Platform and attending the Competition are free of charge.
- Regarding the submission of ideas in connection with the theme of the Competition, the Organizer and the Administrator reserve the right to remove any inappropriate (see details below under item “General requirements for entries and participation”) or irrelevant content at any time, and the decision of the Organizer and the Administrator on what constitutes inappropriate or irrelevant content shall be final. The Administrator will inform the respective participant of such removal.
- The Administrator will then share the names, functions and ideas of the Participants with the Organizer.
- The Organizer or its Administrator may prolong the registration period of the Competition at their sole discretion. In such case the dates of the Competition will be postponed accordingly. The Administrator will inform the registered participants in due course before such prolongation.
- Participation can be individual or in a team (of no more than 6 Participants).

## General Requirements for entries and participation

The first phase of the hackathon takes place online, on the ideation platform. The Participants receive an invitation two weeks before the hackathon to the ideation platform. Here, the participants have the following opportunities:

- Submit ideas to a panel of mentors that have been selected by the Organizer and its Administrator for their area of expertise and experience (“Mentors”).
- Develop and enhance their ideas they would like to present and build during the 2-day hackathon.

Participants agree that their submitted ideas:

- Will not include illegal, vulgar, offensive, racist or otherwise inappropriate or discriminatory content; and
- Will not encourage the use of controlled substances, including but not limited to alcohol

and drugs.

The Organizer and its Administrator reserve the right to disqualify, at their sole discretion, any participant who does not comply with the above-mentioned criteria.

### **The Ideation Platform Mentors**

- Upon a request from a participant, Mentors shall, at their sole discretion and at any time that they choose, provide feedback to registered participants' on their submissions.
- Mentors shall not be held liable for any loss or damages suffered and costs and expenses incurred arising from any advice that they provide to the participants.
- Mentors will receive notifications each time their panels are selected.
- Mentors can comment on an idea or answer a question even if their panel is not selected.

### **The Jury**

- The Jury for the Competition will comprise representatives of the Organizer and/or its partners and/or sponsors.
- The Jury will evaluate the projects or solutions created during the Competition ("Work Results") based on the demonstration and according to the judging criteria, which are listed further below. In the event of a tie, the Jury will deliberate to determine the winner. The Jury's decisions on the projects/solutions are final, conclusive and binding, and no correspondence will be entertained.
- The members of the Jury may change at the Organizer's and the Administrator's sole discretion and upon availability.
- In the event of a conflict of interest, a member of the Jury may disqualify him or herself or be disqualified by the Organizer from passing judgment on a particular team or participant. Such disqualification shall not affect the judging or review of the team or participant's submission by other members of the Jury.

### **Progress of the Competition**

Attending the Competition is free of charge for the participants. Meals will be provided during the Competition. The participants are able to come and go as they please. The venue will be

accessible overnight. Accommodation outside of the venue, hotel and traveling costs are not borne by the Organizer in any way. However, the Administrator will provide a list of nearby accommodations.

Subject to possible changes, the hackathon agenda shall be as follows:

*FRIDAY APRIL 7th*

*9:30 AM – Opening remarks*

*11:30 AM – Team formation*

*12:30 PM – Start coding*

*7:00 PM – Dinner*

*SATURDAY APRIL 8th*

*Hackathon continues. Consultations with Amgen experts, hackathon seniors and tech experts throughout the day.*

*9:00 AM – Breakfast for champions*

*12:30 PM – Lunch*

*6:00 PM – Demos and presentations*

*7:30 PM – Announcement of winners*

**And the Winners are...**

The judges will evaluate your demonstration of the Work Results according to the following criteria.\*

**Impact for the patient (25%)**

**Innovation (25%)**

**Business potential (25%)**

**UI/UX interface (25%)**

\*May be subject to change

**Prize award**

Prizes will be distributed as follows:

1. First prize: incubation program for the winning project.

The Organizer reserves the right to change the prize pool.

The winners agree to abide by the following:

- The winning team will attend meetings (on the phone or face to face)

- The winning team will work with the incubating team to bring the project to completion.

## **Data Protection**

To register to Eventbrite and then to the Ideation Platform, the Participant will need to accept the terms and conditions of these services and their privacy policies.

Once you have accessed the Ideation Platform and wish to participate in the Hackathon, the Administrator will share your names, functions and the ideas with the Organizer.

The Organizer will then process these data as well as other that you may share during and after the Hackathon including photos and videos in order to manage the Hackathon.

Amgen B.V. is part of a multi-national company headquartered in the United States. Amgen maintains data centers around the world, including in the European Union and the United States. Amgen may process personal information in global databases that can be accessed by authorized Amgen personnel worldwide. Transfers outside of Europe are made in accordance with applicable privacy laws. Regardless of where your personal information is collected or processed, Amgen maintains and shall ensure that third parties processing data under Amgen's instructions as data processors service providers maintain appropriate administrative, technical and physical safeguards to protect information about you. Transfers of personal information among Amgen and its group entities follow applicable laws and our Binding Corporate Rules (BCRs). For more information on the BCRs, including your ability to file a complaint about any processing of your personal information in violation of the BCRs, please visit <http://www.amgen.com/bcr/>

For further information on the way we process your data, on your rights to access and rectify information we hold on you, you can contact the Privacy Office at [privacyoffice@amgen.com](mailto:privacyoffice@amgen.com).

## **Intellectual and IP**

- Save and except for any background intellectual property rights provided by the Organizer and/or its partners, all participants shall retain full ownership of what they have created during the Competition (including all intellectual property rights). No assignment from the participants on any part of their exploitation rights and the property of their projects is required.
- The participants expressly authorize the Organizer and the Administrator, to publish, communicate, disclose, divulge and represent the submitted ideas and Work Results verbally, graphically or in writing, in any medium worldwide and without restrictions in time, and by any means, either present or future, free of charge, in relation to this Competition.
- The participants represent and warrant that (i) the Work Results shall, in no event,

infringe in any manner or induce infringement of any third party intellectual property rights, and (ii) the participants have obtained all rights and permissions in respect of the third party intellectual property rights in the Work Results to publish and deal with the Work Results at the Competition, and allow the Organizer to publish and deal with the Work Results as permitted in these T&Cs. Should the right from an identified third party right owner not be commercially available, the Work Result may not be qualified to win the prize. Without prejudice to the other provisions in these T&Cs, the participant shall indemnify the Organizer against all claims asserted by third-parties against the Organizer due to an actual or alleged infringement of rights resulting from the use of the Work Results, as well as against all litigation costs (including reasonable attorney fees) required to defend the Organizer against such claims, save and except when, the Organizer itself is responsible for the infringement of rights.

### **Confidentiality**

- The participant may be given access to proprietary data and business information by the Organizer. All proprietary data and business information, identified as such, and any data and work derived from it, is deemed to be Confidential Information.
- The participant shall not: (i) disclose any Confidential Information to any person who is not a registered participant in the Competition including without limitation any of its employees, colleagues or professional advisers; (ii) store and/or keep any Confidential Information after the Competition; and (iii) commercialise any Confidential Information, without the express written consent of the owner of the Confidential Information. The participant shall notify the Organiser immediately if he/she is aware of any breach of this clause on confidentiality. The participants shall comply with the Organiser's directions in the event of a breach of this clause, and shall take all necessary steps to minimize the risk of further disclosures of the Confidential Information.
- The participant shall take all proper steps to keep confidential all Confidential Information. At the end of the Competition, the participant shall delete all Confidential Information. The obligations and restrictions in this clause shall subsist after the end of the Competition and be valid for as long as the Confidential Information is not available in the public domain.

### **Litigation and Civil Liability**

- The Organizer is fully entitled to shorten, to extend, to modify or to cancel the Competition should circumstances so require without any liability; in such event, the Organizer is not responsible for any costs that may arise from or be related to the aforementioned changes to the Competition.
- The Organizer is fully entitled to disqualify a participant or a team who does not abide by

the T&Cs or acts in any other way which is deemed inappropriate by the Organizer. Such inappropriate behavior could for example be the taking of drugs or other illegal substances during the Competition, harmful and discriminating statements, hacking or manipulating or attempt to hack or manipulate the IT system or the data of the Organizer.

- The Organizer's decision on all matters relating to the Competition is final, conclusive and binding, and no correspondence will be entertained.
- The Organizer and its subsidiaries and branches are not responsible and assume no liability for lost, misdirected or late submissions or for (i) electronic transmission errors, (ii) theft, destruction, change of or unauthorized access to submissions, (iii) technical problems, malfunctions or errors in the operation of any hardware or software which are necessary for the transmission of submissions or the planned Competition procedure, including computer viruses and bugs, or for manipulations, unauthorized access, scams, overload of the Internet or a website or any combinations of these, nor for other causes not subject to the inspection by the Organizer and the respective subsidiaries and branches of the Organizer. In case any of the above events occurs, the Organizer retains the right to take one or several of the following measures according to its sole discretion: to disqualify each person who manipulates the submission or judging procedure as well as to adjust, change, postpone or cancel the Competition.
- The Organizer and the Administrator shall not be liable to any participant for any injury, damage, loss, cost or expense arising out of or in connection with the Competition, including without limitation any loss or damage of a participant's personal items and belongings during the Competition. Each participant agrees to indemnify and hold the Organizer and the Administrator harmless from and against any and all claims, damages, losses, costs or expenses suffered or incurred by the Organizer and the Administrator, the participant or by any other party in relation to or arising from the Competition, including without limitation reasonable lawyers' fees incurred.

ATTENTION: each attempt to intentionally damage a website or to undermine the legal procedure of the Competition is a breach of provisions under criminal and civil law; in such a case, the Organizer retains the right to demand compensation from the concerned persons.

- Participants, who are employees of a corporation, government agency, or an academic institution, are responsible for ensuring that their participation complies with any policies their corporation, agency, or institution may have regarding participation in contests of this type. If the Organizer has reason to believe that a participant violated any of those policies, the Organizer reserves the right to prohibit the participant from participating in the Competition or receiving a prize at any time. The Organizer is not responsible for any disputes arising between a participant and his/her employer.

**Applicable Law, severability clause:**

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, our rights and obligations connection with the Hackathon, shall be governed by, and construed in accordance with, the laws of the Netherlands, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Dutch.