

GSK ImmunoHack
San Francisco, July 13-15th 2018

Terms & Conditions

ARTICLE 1 – ORGANIZATION OF THE COMPETITION

The company BeMyApp, a French company whose registered office is located 18 Boulevard Michelet, 13008 Marseille, France - company registration number B 523 824 258 (Marseille RCS) (hereafter referred to as “Organizer”) is organizing a hackathon called “GSK ImmunoHack” (hereafter referred to as “Competition”) from July 13th 2018 to July 15th 2018 in San Francisco.

The Competition is sponsored by GSK Biologicals, whose registered office is located Rue de l'Institut 89, 1330 Rixensart, Belgium (hereafter referred to as “Sponsor”).

ARTICLE 2 – OBJECTIVE OF THE COMPETITION

The aim of the Competition is to develop, in teams over a limited amount of time, an innovative solution around the following topic:

- Patient Education on vaccination: Design and create a solution for educating patients on the prevention of infectious diseases, by connecting patients with reliable and accurate information (or alternatively by highlighting unreliable or inaccurate information), prior to the patient’s consultation with health care providers (HCPs).
- HCPs education on vaccination: Design and create an solution to aggregate national government vaccine recommendations and guidelines.

The Competition proposes 3 Challenges as follows:

Challenge 1: Educating parents of infants, school-age children and adolescents

As a young mother, I’m unsure about which vaccines are really necessary for my child and which ones aren’t. Does she really need to have that many in such a short time? How can I find out what to do?

Challenge 2: Educating adults and older adults

I am 70 years old and I understand that there are a number of vaccines recommended for adults. I have some common medical conditions frequent in people my age and am apprehensive about introducing vaccines into my body. Any comments or experiences would be greatly appreciated.

Challenge 3: Enabling healthcare professionals

Healthcare professionals, including doctors, nurses and pharmacists, are looking for effective and efficient ways to communicate information to their patients ahead of consultations to save

precious time, see more patients, and better realize the health outcomes of their patients.

ARTICLE 3 – PARTICIPATION PROCESS

Participation in the Competition is voluntary and free of charge.

The Competition is open to individuals (i) who are aged 18 years or older , (ii) who hold a bank account in their country of tax residence, (iii) who have IT skills, technical skills, scientific skills, medical skills, design skills, or marketing skills and (iv) who have their own computer hardware in working order throughout the duration of the Competition.

Employees or contractors of the Organizer, the Sponsor, and/or their respective affiliates, and members of their families, as well as anyone who has directly or indirectly contributed to the conception, organization or realization of the Competition are ineligible to take part as participants in the Competition.

Interested individuals must register by following the Registration Process set forth below. Registration for the Competition is open from May 22th 2018 to July 13th 2018 (around 6pm). The Competition will take place from July 13th 2018 to July 15th 2018.

Registration is individual: individuals may participate in teams, however each individual team member must register and only one registration per person is allowed during the entire duration of the Competition.

Phase 1: Registration process

- Date: Between May 22th 2018 to July 13th 2018.
- Object: Every person wishing to participate can register online on the dedicated website for the Competition accessible at the following address: www.GSKImmunoHack.bemyapp.com. Registrants must provide the following information: last name, first name, date of birth, address, phone number, email and their profile for the purpose of the Competition, as suggested on the website. This information is required for the completion of their registration.

Each participant guarantees that the information entered during his/her application to the Competition is complete and accurate. Any false, incorrect or incomplete information will automatically result in the registration being rejected.

The Organizer reserves the right to reject an application at any time if the profile of the Participant does not comply with the Competition standards.

Phase 2: “Ideation” Online platform

- Date: On June 1st 2018
- Platform website address: platform.GSKImmunoHack.bemyapp
- Object: On the “Ideation” platform, Teams will upload their project and each participant will exchange with mentors and other participants their questions and ideas in order to mature them before the Competition.

Phase 3: Beginning of the Competition

- Date: On May 22nd 2018
- Place: San Francisco
- Object: Participants can upload their project from June 1st 2018 to July 15th 2018. . Participants can't be a member of more than one Team. Any Participant who is not, at this stage, a member of a team, will be placed into a team by the Organizer. Teams will have until June 17th 2018 at around 2pm PDT to develop their prototype.

Phase 4: 1st round Science Fair jury's selection

- Date: On July 15th 2018 around 10.30pm (PDT)
- Place: San Francisco
- Object: Competition judges will visit the teams and the teams will present their prototype to the judges. Each team has around 5 minutes to present their prototype to the judges.

Phase 5: 2st round Science Fair: Finale demos

- Date: On July 15th 2018 around 2.00 pm (PDT)
- Place: San Francisco
- Object: Judges' deliberation and announcement of the top 3 prototypes per challenge, which will be presented to the judges and participants. The final prototype presentation is a 3 minute presentation with a 2 min Q&A between Judges and presenting teams.

Phase 6: Winner announcement

- Date: On July 15th 2018 around 4.30 pm (PDT)
- Place: San Francisco
- Object: Judges' deliberation and announcement of one winning prototype for each challenge (3 winning prototypes in total) and prizes

Phase 7: Possible Incubation program

- Date: July 16th 2018
- Place: San Francisco
- Object: GSK might propose an incubation phase to the winning teams. This will be decided after the hackathon.

ARTICLE 4 – DETERMINATION OF WINNERS

The 3 winning Teams will be determined by a panel of 5 to 7 judges. The composition of the panel will be communicated to the Participants at the latest on July 15th 2018 around 6pm. The panel will designate the winning teams on July 15th 2018 around 5pm PDT.

In order to be eligible for prizes, the Participant members of each winning team must:

- Satisfy the conditions for participation as set forth in the present rules
- Have participated in the Competition session
- Have been present during the submission of their demo prototype on July 15th 2018, or – if need be – were excused by the other members of their team.

The panel will select the winning teams based on the following criteria:

- 1) **Innovation** - Is this a brand-new concept? Has it been done before? How would you rate its overall creativity?
- 2) **User Experience** - How pleasant is the general look of the product? How user-friendly? How easy to navigate for a newbie?
- 3) **Feasibility** - Are there many blockers? Could there be a product on the market within the next few months?
- 4) **Business Potential** - Is there a market for it? Is there money to be made with this?

Panel decisions are final and cannot be challenged.

ARTICLE 5 – PRIZES AWARDED

The Competition is endowed with 3 prizes:

Challenge 1: \$4000 team cash prize to be shared amongst the winning team members.

Challenge 2: \$4000 team cash prize to be shared amongst the winning team members.

Challenge 3: \$4000 team cash prize to be shared amongst the winning team members

Each team receiving a cash prize will be considered a “winning team”.

Sponsor may (at its discretion) select 1 or more prototypes to join an incubation program of 8 weeks, during which the creating team of each such prototype will receive support to help finalize their projects. Several mentors and stakeholders will be involved to deliver the program.

The prizes are neither exchangeable nor refundable against their cash value. Organizer reserves the right, if circumstances so require, to replace the prizes with others of equivalent value, without liability being incurred thereby.

ARTICLE 6 – PRIZES ALLOCATION

Money Prizes will be sent by Organizer to each winning team within a maximum of 12 (twelve) weeks, to the address indicated by such winning team.

If the address of a winner is unusable (illegible, incomplete or erroneous), the latter will forfeit its Prize.

In addition, the Organizer cannot be held liable because of an error of routing of the prize, the loss of the prize during shipment, or inability to contact the winner.

No mail will be sent to Participants who did not win.

ARTICLE 7 – COMPENSATION

By registering to the event, the Participant waives all of his/her claims regarding a greater compensation against the Organizer due to his/her participation in the Competition (in particular with regards to costs incurred for participation such as transport, accommodation, etc.) with the exception of modest drinks and meals which will be supplied by the Organizer for the duration of the Competition.

ARTICLE 8 – MODIFICATION, INTERRUPTION AND TERMINATION OF THE COMPETITION

The Organizer reserves the right to shorten, extend, modify or terminate the Competition, or a part of the Competition, as a result of a force majeure event without incurring liability as a result thereof.

In such case, the Organizer will provide notice thereof to the Participants by any means of its choice (including email and/or publication on the Website), and, if the need arises, will communicate to the Participants the new rules applicable or the new ending date of the Competition, as the case may be. Each Participant may notify the Organizer by e-mail that s/he refuses the new conditions of the Rules, in which case s/he will be excluded from participating, which s/he expressly accepts. If no refusal is communicated to the Organizer within 72 hours, the new conditions of the Rules will be deemed to have been accepted by Participants.

In case of a modification to the Rules, cancellation or interruption of the Competition, or a reduction or an extension of its length, the Organizer waives all liability and Participants will not be entitled to any compensation.

ARTICLE 9 – FRAUD

The Organizer may cancel all or part of participations in the Competition if it appears that fraud has occurred in any form whatsoever, in particular computer fraud, during the Competition. The Organizer reserves, in this case, the right not to award prizes to fraudsters, to disqualify the concerned prototype project and/or to bring actions against the authors of these frauds. The Organizer shall not incur any responsibility towards the Participants because of the committed frauds.

Furthermore, the Organizer cannot be liable in case of damage, whether material or immaterial, caused during the Competition and thereafter, to the Participants, to their computing equipment, or to the data, including consequences which may ensue from it on their personal, professional or commercial activity.

ARTICLE 10 – INTELLECTUAL PROPERTY RIGHT

The Participant represents and warrants that (i) each project and prototype (including any further development thereof during the Competition, or deliverable in connection therewith) is and will remain the Participant's own original work (or that of its employees, contractors, agents or representatives), and that (ii) the Participant has obtained and will continue to obtain all proprietary title and interest in the Intellectual Property with regard to his/her project and prototype, including any element thereof, such as source code, and (iii) his/her project and prototype (including any further development thereof during the Competition, or deliverable in connection therewith) and the use thereof in accordance with these terms and conditions does not and will not infringe the Intellectual Property of any third party. Any open source code or software, must be clearly identified with their version, the terms of the applicable license and any other details regarding their use. The Participant understands that this information is taken into account in the eligibility or winner assessment. Projects and prototypes may be subject to a due

diligence review at any time for eligibility and compliance with these terms and conditions.

The Participant also acknowledges that (i) the use of information in the unaided memories of Organizer or Sponsor, in the development or deployment of products or services, will not create liability for Organizer or Sponsor under these terms and conditions or any applicable laws; (ii) a third party may produce similar ideas or concepts during the Competition. The Participant acknowledges and agrees that Organizer or Sponsor, companies with a strong reputation for innovation, may be working on similar ideas independently whether now or in the future; (iii) no Participant will any receive any compensation or credit for use of the project or prototype in accordance with these terms and conditions or applicable laws, other than what is described in these terms and conditions or as is required by applicable laws; and (iv) the disclosure, by Organizer or Sponsor, to a Participant or its representatives, of any technical, scientific, trade, research, manufacturing, or commercial information, code, results or data will not be considered as the grant of a license to use the same other than for the Competition or as the transfer of any Intellectual Property right or license therein.

By joining the Competition, Participants expressly authorize the Organizer and Sponsor, for free, to publish, communicate, exhibit and disclose orally, graphically or in writing, projects and prototypes presented during the Competition. Each Participant agrees to that their full names in may mentioned in connection with the Hackathon.

Subject to these terms and conditions, Intellectual Property in a project and prototype shall remain vested in the applicable Participant. The Organizer and Sponsor must require limited rights from each Candidate to organize the Hackathon and for subsequent publicity purposes. As such each Candidate grants the Organizer and Sponsor an irrevocable, royalty-free, fully paid up worldwide right and license to use the project and prototype in connection with this Hackathon.

Participant(s) of a winning team shall, if and when invited by the Sponsor, enter into good faith discussions to put in place a contract for agree on the further development and implementation of the project and prototype, on commercially reasonable terms, whereby the Sponsor and its affiliates, agents, contractors and business partners must at least be granted the perpetual, irrevocable and non-exclusive right and license, at no additional cost or royalty, to use, develop, apply or otherwise exploit the project and prototype anywhere in the world.

ARTICLE 11 – IMAGE RIGHTS

The Participants may be filmed or photographed during the event. By joining the Competition, the Participants agree to the use and the distribution of their image by the Organizer, including for promotional events occurring after the Competition. The production and distribution of films and photographs of the event will not lead to any compensation of the Participants.

ARTICLE 12 - CONFIDENTIALITY

The Participant acknowledges the confidentiality of all information and documents which have been shared with him/her throughout the Competition.

During the whole duration of the Competition, the Participant will not directly or indirectly use or share any information with any third party, unless s/he has obtained a written authorization to do so, delivered by the Organizer beforehand. This applies to information shared with him/her by the Organizer or shared with him/her indirectly upon the execution of this contract.

The Participant commits to delivering any document containing confidential information or shared with the Participant upon the execution of this contract, on the Organizer's simple request. This confidentiality agreement is valid for 24 months from the start of the Competition.

ARTICLE 13 – PROTECTION OF PERSONAL DATA

The collection and processing of personal data relating to the Participant by the Organizer is intended to ensure the Competition is properly completed, allow contact with the winners to award prizes and, if the case arises, to publish the list of the winners.

Personal Data you submit when you participate in the Competition will be treated in accordance with our Privacy Policy <http://privacy.bemyapp.com/> and applicable data protection laws.

Participants have the right to access, update and/or obtain deletion of their data by requesting directly to Organizer at the following address: 950 Battery St, San Francisco, CA 94111, USA

ARTICLE 14 - RESPONSIBILITY

Organizer reminds Participants about the characteristics and limits of the Internet network and declines any responsibility regarding any consequence that may occur while they are connected to the Internet network on the event websites and during their participation in the Competition.

Organizer shall not be made responsible if Participants cannot connect to the website of the event due (1) an electric or human error (2) any malicious intervention ; (3) a issue related to a phone line ; (4) an issue related to hardware or software ; (5) a hardware or software malfunction ; (6) a case of emergency ; (7) disruptions that may affect the smooth running of the Competition, in each case, that is beyond the control of Organizer.

It is the Participant's responsibility to take the appropriate measures to protect his/her own data and/or software located on his/her computer equipment, against any violation. The Participant's connection to the event websites and their participation in the Competition is made under their own sole responsibility. Organizer shall not be held responsible for any infection by potential viruses on the Participant's computer equipment, or of the intrusion of a third party on their system.

Organizer shall not be held responsible if, for any reason, data related to a Participant's registration doesn't reach the company or is illegible or impossible to process.

Organizer reserves the right to exclude any Participant or person disrupting the Competition's smooth running. They reserve the right to use any recourse, including suing anyone suspected of cheating, falsifying, or disrupting the process described in the Terms and Conditions, or suspected of trying to accomplish such actions. Any Participant deemed by the Organizer to have disrupted the Competition in any of the ways stated above, will be deprived of the right to obtain any prizes and no claim will be accepted consequently.

Participants remain solely and entirely responsible for the damages caused by them or their equipment to goods or people during the competition. They are also responsible for covering their risks by their own insurance and renounce any right to resort to the Organizer in that respect.

ARTICLE 15 – APPLICATION OF THE TERMS AND CONDITIONS

This document is accessible on the event website www.GSKImmunoHack.bemyapp.com during the full duration of the Competition.

Participation in the Competition implies full acceptance without reservation of the present

regulation. Participation in the Competition is strictly personal and the Participant cannot, under any circumstances, be replaced. Any claim relating to the Competition will be barred after the period of three (3) months from July 16th 2018.

The T&Cs and any contractual and non-contractual disputes in connection with them shall be governed by, construed and take effect in accordance with California law. Any dispute arising out of or in relation to the Terms and Conditions shall be brought to amicable settlement.

In case of failure to reach an amicable settlement, the parties submit to the exclusive jurisdiction of the California courts to decide and settle any claim, dispute or matters arising out of or in connection with the T&Cs or established by them (whether contractual or non-contractual).

ARTICLE 16 – PARTICIPANTS WHO ARE ALSO HEALTHCARE PROFESSIONALS

Participants who in the course of their professional activities is authorized to prescribe, purchase, supply, administer or dispense medicines or medical devices, are considered to be Healthcare Professionals (“HCP Participants”).

Participation in the Competition shall not be understood in any manner as an obligation or inducement for the Participant HCP to prescribe, recommend preferential formulary status, or recommend patients’ use of Sponsor’s products or services.

Participant HCP represents and warrants that he or she is not prohibited by any applicable laws, regulations or ethical guidelines from participating in the Competition and is not bound by any other agreement which could prevent, or be violated by participation in the Competition.

Participant HCP represents and warrants that he or she is not a government employee.

Participant HCP hereby consents to Sponsor or Sponsor’s affiliate disclosing publicly specific information regarding this Agreement, his or her name, location, and any payment or benefit in kind that he or she receives pursuant to participation in the Competition as part of any disclosure required by applicable laws, industry codes of practice, court order, or Sponsor’s policies or procedures.