

Sanofi Golden Ticket Competition – Official Rules

BY PARTICIPATING IN THIS COMPETITION, APPLICANT DECLARES THAT IT HAS READ THE OFFICIAL RULES BELOW AND THAT IT FULLY AGREES AND ACCEPTS ALL OF THESE TERMS AND CONDITIONS.

OVERVIEW

The Sanofi Golden Ticket Competition (“Competition”) awards (“Award”) one (1) “Golden Ticket” for laboratory bench spots (comprising one year of laboratory space for biomedical research at BioLabs in Heidelberg to an innovative biotech and healthcare start-up that best meets the selection criteria of the Competition.

RULES, TERMS AND CONDITIONS, AND PRIVACY POLICY

1. Eligibility.

To be eligible to have an opportunity to receive the Award, the Applicant must: (1) be a fully formed legal entity (2) submit a complete Application, including a non-confidential pitch deck as specified in these Rules; (3) represent and warrant that the Applicant has read and agrees to abide by all requirements of these Rules; (4) not be affiliated with or employed by Sanofi including as an employee, contractor, officer or director of Sanofi and including as an immediate family member of Sanofi including parents, spouses, children, siblings or any individual residing in the household of a Sanofi employee, officer or director (whether or not related); (5) not be a government agency; (6) not be an academic institution such as a college, university or school; and (7) must be comfortable working in a shared lab space environment and conduct their operations in accordance with the established policies and procedures of BioLabs. For avoidance of doubt, the Applicant can be a current resident company at BioLabs.

NO PURCHASE IS NECESSARY TO PARTICIPATE IN THE AWARD, and no payment of money is necessary to apply or win. Any purchase or payment will not increase chances of winning.

The Award is void where prohibited by law.

2. Application and Selection Process.

By submitting an Application, each Applicant, all of Applicant’s team members, employees, contractors, owners, investors, agents, directors, officers and any other affiliated individual or company with Applicant, agrees to the Terms and Conditions of these Rules.

Applicants must complete the available Application and submit before 11:59 PM CET on February 10, 2023 to GoldenTicket@sanofi.com. Any submissions received after such date and time will not be considered. The Application must be completed in full, and must include an accurate description of Applicant’s non-confidential approach.

Applicants will also be required to provide a non-confidential deck of NO MORE than ten (10) slides. The slides must highlight the team, the target market/patient population, key research and results, source of relevant IP, upcoming key milestones/development plan in the next 12 months (including financing), and the beneficial value of receiving a Golden Ticket. Successful Applications will clearly address each aspect of the selection criteria.

Sanofi is not responsible for Applications that for any reason are lost, late, or misdirected, for malfunctions of electronic equipment, computer hardware, or software, or for downloading or data entering problems or other technical problems, or human error related to the Application process or the Award. Applications are not confidential information and become the property of Sanofi. They will not be acknowledged or returned. Sanofi, in its sole discretion, reserves the right to disqualify any Applicants determined to be tampering with or abusing any aspect of the Award Application and selection process.

Limit one (1) Application per entity. All information requested must be completed in English and may not exceed the space provided for in the Application in order to be eligible to be considered for the Award.

The Sanofi Review Committee will select and contact, on or about February 24, 2023, a sub-set of the Applicants to participate in an interview. The Review Committee will make every effort to schedule these interviews the week of March 3, 2023. A sub-set of up to three (3) Applicants will be selected as finalists on or before March 17, 2023. Finalists will be invited to present a non-confidential ten (10) minute pitch with eight(8) minutes for questions and answers at the virtual Golden Ticket Pitch on April 5, 2023. Any finalist who fails to attend the presentation at the designated date and time, for any reason, will no longer be eligible to receive the Award, except at the sole discretion of Sanofi. The Golden Ticket Judges, consisting of leaders across Sanofi Research and Development, Sanofi Partnering, and Sanofi Ventures, will select one (1) Golden Ticket Winner to be announced live at the event.

3. Selection Notification.

Selected Applicants will be contacted via the e-mail address or telephone number provided in the Application. If so contacted, Applicant must respond to such request in order to remain eligible to have the opportunity to win the Award. If an acknowledgment of the Award is not received within two (2) days of the notification, the Applicant will forfeit participation in the contest and an alternate Applicant will be selected, as applicable. Sanofi assumes no responsibility for lost, late or misdirected communications or any computer, online, telephone or technical malfunctions that may occur.

4. Selection Criteria.

Selection of the Winner will be based solely on the Review Committee's collective determination of the eligible submission that best helps achieve its goal of supporting the entrepreneurial, early-stage activities of true startup companies and creating the next generation of powerhouse biotech companies. The Review Committee and Judges will use the following selection criteria to evaluate Applications:

- **Significance:** *Addresses a significant challenge related to a 2023 Focus Area*
 - *New immunological therapies for chronic inflammatory diseases (including enabling technologies and precision medicine approaches) e.g mechanisms that induce tolerance and restore immune homeostasis, activation of inhibitory immune checkpoints, cytokine multi-targeting and antigen-specific therapies.*
 - *New disease-modifying therapies targeting the neuroinflammation pathways for neurological and neurodegenerative disorders, including progressive multiple sclerosis, amyotrophic lateral sclerosis, Huntington's disease, Parkinson's disease and Alzheimer's disease.*
- **Business Description:** *Are the scientific rationale of the therapeutic approach, the problem / solution clearly articulated, convincing and significant?*
- **Market Analysis & Competition:** *Are the current and potential competitors clearly identified, with analysis of strengths and weaknesses?*
- **Probability of success:** *Does the team strongly exhibit the experience and skills required to achieve the strategic objectives? Is there evidence of the translatability to the clinic?*
- **Impact:** *Will scientific knowledge or clinical practice be significantly advanced if successful? Is the impact quantifiable (i.e., are there established animal models and clinical endpoints to evaluate the potential impact of the therapeutic)?*

Applicants must demonstrate potential for high-impact science and promising execution, as well as a willingness and capacity to operate within the BioLabs shared community. The selection of the Winner by the Review Committee shall be final and binding on all Applicants and cannot be challenged in any manner.

5. Award.

Subject to these Terms and Conditions, the Winner will receive a Golden Ticket granting a priority spot for residency ahead of other companies (i.e., placement on a priority waitlist) and a voucher for prepaid rent for one (1) reserved bench at one of the BioLabs' shared laboratory facilities located (to be announced) in Heidelberg for one (1) year, including the benefit of the shared infrastructure and services.

Individual laboratory bench spots include fully functional lab space, permits, waste handling, plus all reasonable common lab equipment for biomedical research. Access to onsite hosted events including life sciences programming, conference rooms, event space, and kitchens are included subject to availability. Reservations of certain equipment and conference room space are through an on-line reservation tool. Cost of laboratory consumables, office space and other space for technical, business and scientific contract research organization support services, and office support services are not part of the Award but may be available from BioLabs by separate agreement. Further, any potential Award Recipient must agree to the terms and conditions that BioLabs requires for users of BioLabs in order to be eligible to receive the Award.

Sanofi and BioLabs has the ultimate discretion and authority to terminate or decline the Award to any particular Award Recipient including, but not limited to, an Applicant that is not compatible with or does not meet the criteria consistent with Sanofi and BioLabs' mission or fails to execute an acceptable agreement with Sanofi and BioLabs.

Sanofi has no reason to believe that there is a waiting list for the individual lab spots (Award) or a delay in the delivery of spaces, however, to the extent there is a waiting list or such a delay, Sanofi and BioLabs may delay the start date of the one year spot, in its sole discretion.

6. Conditions of Award.

Before granting any Award to a potential Award Recipient, Sanofi reserves the right to determine the eligibility of potential Award Recipient to the Award grant; to require the potential Award Recipient to confirm evidence of its eligibility; to require the potential Award Recipient to enter into an agreement with Sanofi and BioLabs regarding the terms and conditions of its use of the Award; to confirm the potential Award Recipient's agreement to and compliance with these Rules, and the execution of documents required by these Rules with Sanofi or BioLabs.

Only Applicants meeting all applicable deadlines and requirements will be eligible to be selected as a Winner. Receipt of the Golden Ticket is conditioned upon (a) the Winner and its applicable employees, officers, and directors signing, where permitted by law, a Winner Release within six (6) months of the winner announcement (including an affidavit of eligibility, a receipt, and a license to use relevant individuals' names and likenesses in connection with promoting the Award) and/or other documentation as required by Sanofi, (b) the approval of Sanofi and BioLabs, and (c) the Winner entering into a separate agreement with Sanofi and BioLabs within three (3) months of the winner announcement and complying with Sanofi and BioLabs' policies regarding its facilities. Failure to do so when required by Sanofi or BioLabs will disqualify Winner from receipt of the Award and an alternate potential Award Recipient may be chosen by Sanofi, in its sole discretion. Sanofi's decision to disqualify a Winner as described in the foregoing sentence cannot be challenged in any manner.

Award is non-transferable and no substitutions or cash awards will be given by Sanofi or BioLabs, except at the sole discretion of Sanofi. The Award is awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose.

Award Recipient is solely responsible for the payment of all federal, state and local taxes pertaining to any aspect of the Award and for providing to Sanofi any information needed to comply with Sanofi's tax reporting obligations as applicable before any Award is conveyed. All charges and expenses related to delivery, acceptance, and use of the Award are solely the responsibility of the Award Recipient, including but not limited to: taxes, insurance, transportation, fees, room and board, and any other expenses incurred other than the cost of use of the bench space for one year.

The Golden Ticket does not guarantee lab space at BioLabs starting at any specific time, as space is subject to availability and BioLabs's waitlist policies. Lab use will commence when space is available and as agreed between each Winner and BioLabs.

7. Privacy Policy.

Personal information collected during the contest may be used or disclosed by Sanofi and its affiliates as stated in these Terms and Conditions, for purposes of contest administration, Winner identification and qualification, Winner notification and prize award, and otherwise as described in Sanofi's Privacy Policy at <https://www.sanofi.com/en/our-responsibility/sanofi-global-privacy-policy>

8. Acknowledgement/Release.

SANOFI SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF USE OF THE AWARD OR ANY OTHER ASPECT OF AN AWARD RECIPIENT'S ACCEPTANCE OR USE OF THE AWARD.

By submitting an Application, Applicant also agrees and acknowledges that any and all research disclosed in the Application and in connection with the selection process for the Application, not otherwise covered by a confidentiality agreement, including any ideas, inventions, patents, suggestions, concepts, copyrights and any other information will be publicly disclosed, will be reviewed and available to Sanofi and BioLabs, and may be available to a third party. As a result, Applicant agrees to waive all rights, claims and any cause of action Applicant may have against Sanofi and BioLabs, including its patents, affiliated entities, advisors, agents, licensees, employees, contractors, directors and officers, arising out of or related to any ideas, suggestions and/or concepts that may be disclosed in the Application and/or the selection process in any form fashion or respect.

By submitting an Application, each Applicant agrees to be bound by these Terms and Conditions and by Sanofi's decisions regarding finalists and each Winner, which will be final in all respects. Each Applicant releases and holds harmless Sanofi, BioLabs, and each of their respective parent companies, subsidiaries, and affiliates, each of their respective officers, directors, employees, representatives and agents, their respective successors and assigns, and those acting under their permission, from any and all claims the Applicant may have in connection with the Applicant's submission of an Application, participation in the Award, receipt of a Golden Ticket, or otherwise in connection with the Award, including without limitation Sanofi's use or publication of the Applicant's Application or the information contained therein.

9. Indemnification and Limitation of Liability.

Each Applicant agrees to defend, indemnify, and hold harmless Sanofi and BioLabs, and each of their respective parent companies, subsidiaries, and affiliates, each of their respective officers, directors, employees, representatives and agents, their respective successors and assigns, and those acting under their permission, from and against any and all claims, damages, liabilities, costs, fines, charges and expenses (including reasonable attorneys' fees) arising out of any breach or alleged breach of these Terms and Conditions or the Application, including without limitation the breach of any representations or warranties contained therein, as well as any other claims, damages, charges, fines or liability due to any injuries, damages or losses to any person (including death) or property of any kind, or any claims of violation of rights of publicity or privacy, defamation or portrayal in a false light, resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of an Award or participation in this contest or in any contest-related activity.

Each Applicant acknowledges that Sanofi and BioLabs will rely on this provision, potentially at substantial cost to Sanofi and/or BioLabs, and each Applicant agrees not to assert any claim of any nature whatsoever against anyone relating to the contest, the Award or the Golden Ticket. The remedy for any claim shall be limited to actual damages and in no event will Sanofi and BioLabs be liable for any punitive, incidental, special, consequential or other damages. Without limiting the foregoing, in no event shall Sanofi and BioLabs' liability, if any, exceed the retail value of any Golden Ticket received by the Winner.

10. Publicity Release.

Each Applicant and Winner as well as its representatives consent to the use of his/her name, photograph, likeness, biographical information, and voice for promotional purposes and in advertising worldwide without approval rights or additional compensation, except where prohibited by law.

11. General Rules of Participation.

This contest is subject to all applicable laws. By participating, each Applicant agrees to be bound by these Terms and Conditions and the decisions of Sanofi and BioLabs and waive any right to claim ambiguity in these Terms and Conditions. Sanofi is not responsible for lost, late, misdirected, undeliverable or incomplete Applications.

Sanofi reserves the right to disqualify any Applicant that Sanofi determines, in its sole discretion, violates these Terms and Conditions. Sanofi reserves the right, in its sole discretion, to cancel, terminate, suspend and/or modify the contest, or any part of it, at any time, without notice. If for any reason this contest is not able to be conducted as planned, including, but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sanofi which corrupt or affect the administration, security, fairness, integrity or proper conduct of the contest, then Sanofi reserves the right at its sole discretion to cancel, terminate, modify or suspend the contest, or any part of it, and grant the Award from valid Applications received up to the termination or suspension date.

CAUTION: ANY ATTEMPT BY AN APPLICANT TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SANOFI RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH APPLICANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

12. Governing Law/Venue/Jurisdiction.

These Terms and Conditions and the Application will be construed in accordance with the laws of Germany applicable to agreements made and to be performed therein without regard to conflict of law principles. Any litigation arising from or relating to the Award or these Terms and Conditions must be initiated and prosecuted in any court of competent subject matter jurisdiction in Frankfurt and the Applicant, Sanofi, and BioLabs consent to the personal jurisdiction of such courts over them and to the convenience of proceeding in such courts, and expressly agree that such courts shall be the exclusive venue for any such litigation. To the extent not prohibited by applicable law, each Applicant waives and covenants not to assert any right to a trial by jury in any claim arising under or in connection with these Terms and Conditions or the Application.