
American Cancer Society BrightEdge

2024 Golden Ticket Contest

Our vision is to defeat cancer and advance health equity for ALL communities through patient-centric social innovation and intentional, mission-aligned impact investing. BrightEdge exists to accelerate the American Cancer Society's goal to reduce cancer mortality, end pain and suffering

This competition is offered by the American Cancer Society BrightEdge (ACS BrightEdge) and is powered by AbbVie, LH Capital, and Research Bridge Partners (RBP). The sponsor will award one "Golden Ticket" (or "Award"). This "Golden Ticket" provides one year of BioLabs membership plus access to a dedicated laboratory bench and a desk at BioLabs' Pegasus Park in Dallas, TX. The Golden Ticket will be awarded to a life science startup company ("Award Recipients") working on research and development in cancer therapeutics.

In addition to the lab space, the award includes:

- A \$25,000 cash award
- Access to the American Cancer Society BrightEdge team of scientific and industry advisors
- Access to AbbVie scientific experts upon request
- Coaching from Research Bridge Partners to ensure that engagements with AbbVie and ACS experts are productive and spend time on difficult and precise questions.
- Depending on identified needs, and if intellectual property has emerged from a North Texas academic institution, potential support through RBP for commercialization efforts outside of R&D. These might include one or more:
 - Market research and/or validation
 - Development of financing plans
 - Development of regulatory strategies or plans
 - Development of manufacturing plans
 - Development of business talent (CEO or other executive) and/or corporate governance plans
 - Third party validation/development at a CRO:
 - New/different tools including AI-enabled drug discovery tools
 - Access to small molecule libraries and/or medicinal chemists
 - For biologics - in silico assessments for immunogenicity/manufacturability
 - Etc.
 - Access to lab space for a to-be-determined amount of time at Pegasus Park for additional competition finalists, pending need and space availability.

Key Dates of the Golden Ticket Contest:

- **Oct. 23, 2024** -- Golden Ticket applications open
- **Jan. 17, 2024** -- Deadline for Golden Ticket application submission*
- **Feb. 10, 2025** -- Finalists will be notified and invited to present at Virtual Final Pitch Event
- **March 10, 2025** -- Virtual Final Pitch Event (by invitation only)

By applying, each participating entity ("Applicant") acknowledges that it has read the official Terms and Conditions below and that it fully agrees to and accepts them.

*Sponsor reserves the right to extend the application period.

Golden Ticket Terms and Conditions

1. Eligibility

- a. The Award is open to life science startup companies located in and formed under the laws of the United States (no visa sponsorships will be issued for individuals). Applicants wishing to apply for an Award must:
 - i. Be an early-stage oncology startup focused on the following research areas:
 - Novel or differentiated programs targeting prioritized areas of tumor biology, including:
 - Selective tumor cell killing
 - Oncogenic signaling pathways.
 - Immuno-oncology
 - Targeted biologics and next-generation cell therapies (in situ/in vivo)
 - Novel approaches to small molecules, including technologies that enable targeting of hard-to-drug target classes
 - Precision Medicine
 - ii. Submit a single complete Application, including a non-confidential pitch deck as specified herein;
 - iii. Be scientifically and financially ready to physically use BioLabs' membership and dedicated laboratory bench and desk space;
 - iv. Not be party to any existing agreements that would prevent it from accepting an Award;
 - v. Be comfortable working in a shared lab facility, and agree to conduct operations per Biolabs' established policies and procedures; and
 - vi. Represent and warrant that the Applicant has read and agrees to follow these Terms and Conditions.
 - vii. Be aware that working with Radioactive materials is prohibited on the site premises.
 - viii. Be aware that they cannot bring in, house or work with any animals on the site premises.
- b. Those not eligible to participate in the competition include: employees, contractors, officers, or directors of ACS BrightEdge, including any immediate family members or any individual residing in the household of a ACS BrightEdge employee, officer, or director (whether or not related); academic institutions; government agencies; or individuals who are under eighteen (18) years old.

- c. Applicants who are health care professionals (HCPs) may be required to disclose such information to ACS BrightEdge and BrightEdge may be required to sign a separate agreement to ensure compliance with any ACS BrightEdge policies regarding HCPs interactions. ACS BrightEdge may report any transfer of value to an HCP in accordance with local, state, or federal laws. Additionally, any transfer of value may be subject to additional local and state regulations.
 - d. All federal, state, and local laws and regulations apply, and an Award is void where prohibited by law.
2. Golden Ticket Application and Selection
- a. ACS BrightEdge is sponsoring one Golden Ticket Award for BioLabs Pegasus Park in Dallas, TX.
 - b. Application period starts on Oct. 23, 2024. To be considered, Applications must include: 1. the Application Form, and 2. a non-confidential pitch deck.
 - c. Applications must be sent to geverett@biolabs.io, farnaz.bakhshi@cancer.org, or submitted online by 11:59 pm CST on Jan. 17, 2025. Any submissions received after such date and time will not be considered, except at ACS BrightEdge's discretion.
 - d. By applying, 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 these Terms and Conditions.
 - e. Applications may not contain material or information that violates or infringes a third party's rights including without limitation any privacy, publicity, trade secret, confidential, or intellectual property rights. ACS BrightEdge reserves the right to disqualify any Applicant if the Golden Ticket Selection Committee determines that the Application does not meet the requirements of these Terms or includes prohibited information.
 - f. ACS BrightEdge is not responsible for any lost, illegible, stolen, late, damaged, misplaced, or misdirected Applications.
 - g. All costs incurred by the Applicant in preparing and submitting an Application and/or presenting to ACS BrightEdge are the sole responsibility of the Applicant.
 - h. Applications become the property of ACS BrightEdge and BioLabs cannot be acknowledged or returned. Applications are not confidential information and become the property of ACS BrightEdge.
 - i. AbbVie, Research Bridge Partners, American Cancer Society, and BioLabs will review applications and select 4 to 5 finalists, who will participate in the in-person pitch competition
 - j. The in-person, closed-door pitches will take place at Pegasus Park (at BioLabs or in the Convene Conference Center). Companies will present directly to a panel of judges invited from American Cancer Society, Research Bridge Partners, AbbVie, and BioLabs in a "one on one" pitch session
 - k. 4-5 finalist companies will each present a 20-minute pitch followed by 10 minutes for Q&A
 - l. A panel of judges invited from American Cancer Society, Research Bridge Partners, AbbVie, and BioLabs will select one winner.
3. Judging Criteria and Judges
- a. Qualified experts from ACS BrightEdge, AbbVie, and RBP ("Judges") will assess and triage Applications in a thorough initial screening.

- b. The judging criteria will include:
 - i. Company technology and programs overview, value proposition, and key milestones met
 - ii. Forward looking goals and value inflection points
 - iii. How the finalists would use and benefit from the proposed award benefits
 - iv. Applicant must meet BioLabs' and the selected BioLabs site's criteria for resident company membership as listed in the Eligibility section.
 - v. Applicant must be ready to move into lab space at BioLabs Pegasus Park shortly after receiving an Award (subject to site availability)
- c. During Application review, ACS BrightEdge may contact Applicants for additional information. If contacted, Applicant must respond in a timely manner to such request to remain eligible for an Award.
- d. Judges will select a set of finalists who will then be invited to present their technology to the Golden Ticket Selection Committee during a closed door, final Pitch Event. Pitch Event Judges are members of American Cancer Society, Research Bridge Partners, AbbVie, and BioLabs Leadership. The Pitch Event will be held in-person on March 10, 2025. Further information on the pitch event will be distributed following the selection of the finalists.
- e. All decisions of the Golden Ticket Selection Committee shall be final and binding on all Applicants and cannot be challenged in any manner.

4. Award

- a. An Award consists of one (1) year of membership plus access to a dedicated lab bench and desk for one individual at BioLabs Pegasus Park. Membership includes access to a fully equipped lab, office, conference, meeting rooms, and stocked cafe, and to many networking and social events with academic researchers, the greater biotech community, as well as scientific and business leaders from around the country. Additional award benefits are outlined above.
- b. The Award covers the cost of the use of one bench space and one desk space at BioLabs for one year, inclusive of the above-listed benefits. Any other expenses incurred are not covered by this Agreement and will be the responsibility of the Award Recipient.
- c. An Award is non-transferable and cannot be exchanged for additional cash or any other prize.
- d. An Award is "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.
- e. Award Recipients are solely responsible for the payment of all relevant federal, state, and local taxes and for providing ACS BrightEdge with any information needed to comply with its relevant tax reporting obligations. All charges and expenses related to delivery, acceptance, and use of an Award are solely the responsibility of the Award Recipients, including without limitation: taxes, insurance, transportation, fees, room and board, and any other expenses incurred other than the cost of use of the bench and desk space for one (1) year.

5. Conditions of Award

- a. ACS BrightEdge and BioLabs will announce the Award Recipient(s) after the final

pitch event and will make any further announcement(s) on its website and social media sometime thereafter. ACS BrightEdge and Biolabs will follow up with any Award Recipient(s) through a formal communication using the email and/or phone number provided.

- b. Before granting an Award to a potential Award Recipient, ACS BrightEdge and Biolabs reserve 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 ACS BrightEdge and/or 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 Terms and Conditions with ACS BrightEdge or BioLabs.
 - c. Award Recipient must agree to the terms and conditions that BioLabs requires for users of BioLabs' bench spaces to be eligible to receive an Award.
 - d. ACS BrightEdge and BioLabs have the ultimate discretion and authority to terminate or decline an Award to any Award Recipient including, without limitation, an Applicant that is not compatible with or does not meet the criteria consistent with ACS BrightEdge and BioLabs' mission or fails to execute an acceptable agreement with ACS BrightEdge and/or BioLabs.
 - e. ACS BrightEdge, AbbVie, and Research Bridge Partners and the selected Finalist will execute any such further agreements as may be necessary or advisable.
6. Acceptance of Award
- a. In addition to the announcement at the final pitch event, ACS BrightEdge/BioLabs will send an official letter to the winning applicant(s) after the winner(s) is announced at the final pitch event.
 - b. Official letter will be sent to the winner using the email or mailing address provided on the application form
 - c. The winning Applicant must accept its Award in writing within seven days of notification received by Biolabs.
 - d. Notification of acceptance must be sent by email to the following addresses:
If by e-mail: farnaz.bakhshi@cancer.org and Goldenticket@biolabs.io
 - e. Upon acceptance of an Award, the winning Applicant must take up its residency at BioLabs within three months of accepting the award. by June 10, 2024 (subject to availability at selected BioLabs site).
 - f. In the event that the winning Applicant does not accept its Award in writing within seven days, ACS BrightEdge, AbbVie, and Research Bridge Partners reserve the right to select a new winning Applicant from the Finalist pool.
 - g. Upon acceptance of an award, the winners will be announced on BioLabs social media.
7. Privacy Policy
- a. Personal information collected during the contest may be used or disclosed by ACS BrightEdge, AbbVie, and Research Bridge Partners and its affiliates, as stated in these Terms and Conditions, for purposes of contest administration, Award Recipient identification and qualification, Award Recipient notification and prize award, and otherwise as described in ACS Bright Edge Privacy Policy
8. Publicity Release

- a. Each Applicant and Award Recipient, as well as its representatives, consent to the use of their name, photograph, likeness, biographical information, and voice for promotional purposes and in advertising worldwide by ACS BrightEdge, AbbVie, Research Bridge Partners and BioLabs without approval rights or additional compensation, except where prohibited by law.

9. Acknowledgements and Releases

- a. ACS BRIGHTEDGE AND BIOLABS SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF USE OF AN AWARD OR ANY OTHER ASPECT OF AN AWARD RECIPIENT'S ACCEPTANCE OR USE OF AN AWARD.
- b. By applying, Applicant also agrees and acknowledges that all research disclosed in the Application and in connection with the review of 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 ACS BrightEdge, AbbVie, Research Bridge Partners and BioLabs, and may be available to a third party. As such, Applicant agrees to waive all rights, claims, and any cause of action Applicant may have against ACS BrightEdge, AbbVie, and Research Bridge Partners or BioLabs (including either company's parents, affiliated entities, advisors, agents, licensees, employees, contractors, directors, and officers) related to any ideas, suggestions, and/or concepts contained in the Application and/or the review process.
- c. By applying, each Applicant agrees to be bound by these Terms and Conditions and by ACS BrightEdge, AbbVie, and Research Bridge Partners decisions regarding finalists and Award Recipients, which will be final in all respects. Each Applicant releases and holds harmless ACS BrightEdge, AbbVie, and Research Bridge Partners, 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 claim that Applicant may have concerning its submission of an Application, participation in an Award, receipt of a Golden Ticket, or otherwise in connection with an Award, including without limitation ACS BrightEdge, AbbVie, and Research Bridge Partners, or BioLabs use or publication of the Applicant's Application or the information contained therein.

10. Indemnification and Limitation of Liability

- a. Applicant agrees to indemnify ACS BrightEdge, AbbVie, Research Bridge Partners, and BioLabs in the event of any damages (including reasonable attorneys' fees) concerning its participation in the Competition and its acceptance and use of a Golden Ticket.
- b. Applicant further indemnifies ACS BrightEdge, AbbVie, Research Bridge Partners, and BioLabs for any damages (including for reasonable attorneys' fees) connected to any claim for misappropriation or infringement resulting from (i) Applicant's infringement of any third-party intellectual property; (ii) ACS BrightEdge, AbbVie, or Research Bridge Partners' mentoring of Applicant; or (iii) ACS BrightEdge, AbbVie, or Research Bridge Partners' involvement with any idea, invention, information, or materials comprised in an Application.
- c. Applicant recognizes that ACS BrightEdge, AbbVie, and Research Bridge Partners

may currently, or in the future, be developing ideas, concepts, solutions, or information like those in an Application. Nothing herein prohibits CS BrightEdge, AbbVie, or Research Bridge Partners from independently acquiring, developing, or having developed products, concepts, systems, services, or techniques like, or competitive with, the products, concepts, systems, or techniques envisioned or embodied in an Application.

- d. Each Applicant acknowledges that CS BrightEdge, AbbVie, Research Bridge Partners, and BioLabs will rely on this provision, potentially at substantial cost, and each Applicant agrees not to assert any claim against anyone relating to the contest, an Award, or a Golden Ticket. The remedy for any claim is limited to actual damages, and neither CS BrightEdge, AbbVie, Research Bridge Partners, nor BioLabs will be liable for any punitive, incidental, special, consequential, or other damages. Without limiting the foregoing, any liability of CS BrightEdge, AbbVie, Research Bridge Partners, or BioLabs is limited to the retail value of any Golden Ticket received by the Award Recipient.

11. Governing Law and Venue

- a. These Terms and Conditions and the Application will be construed and governed by the laws of the state of Texas, without regard to conflict of law principles. Any litigation regarding an Award or these Terms and Conditions must be initiated and prosecuted in any court of competent subject matter jurisdiction in the state of Texas, 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.

If you have any questions about the Application or the Golden Ticket, please contact the Golden Ticket team at geverett@biolabs.io or farnaz.bakhshi@cancer.org.

We look forward to receiving your Application. Best of luck!