
SERVIER

2024 Golden Ticket Contest

Sponsor company description, mission here.

SERVIER will award one "Golden Tickets" (or "Awards"). These "Golden Tickets" provide one year of BioLabs membership plus access to a dedicated laboratory bench at Spartners, by Servier and BioLabs location. The Golden Ticket will be awarded to a life science startup company ("Award Recipients") working on research and development in Oncology, Neuroscience or Drug discovery technological tools/platforms.

Key Dates of the Golden Ticket Contest:

- **October 1st, 2024** -- Golden Ticket applications open
- **December 1st, 2024** -- Deadline for Golden Ticket application submission*
- **January 9th, 2024** -- Finalists will be notified and invited to present at Virtual Final Pitch Event
- **January 23rd, 2024** -- 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. An Award is open to life science startup companies located in, and formed under the laws of France (no visa sponsorships will be issued for individuals). Applicants wishing to apply for an Award must:
 - i. Be an early-stage startup focused on one of the following research area: Oncology, Neuroscience or Drug discovery technological tools/platforms .
 - 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 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 SERVIER, including any immediate family members or any individual residing in the household of a SERVIER 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) are obliged to disclose such information to SERVIER and may be required to sign a separate agreement to ensure compliance with any SERVIER policies regarding HCPs interactions. SERVIER will report and disclose 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. SERVIER is sponsoring one Golden Ticket Awards.
 - b. Application period starts on March 21st, 2024. To be considered, Applications must include: 1. the Application Form, and 2. a non-confidential pitch deck.
 - c. Applications must be sent to Servier at golden.ticket.spartners@servier.com and to BioLabs at goldenticket@biolabs.io (if application is not online) / submitted online (if application is online) by 11:59 pm EST on May 20th, 2024. Any submissions received after such date and time will not be considered, except at SERVIER's sole 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. SERVIER 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. SERVIER 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 SERVIER are the sole responsibility of the Applicant.
 - h. Applications become the property of SERVIER cannot be acknowledged or returned. Applications are not confidential information and become the property of SERVIER.
- 3. Judging Criteria and Judges
 - a. Qualified experts from SERVIER ("Judges") will assess and triage Applications in a

thorough initial screening.

- b. The judging criteria will include:
 - i. Commitment to addressing global health challenges
 - ii. Unmet need to be addressed and potential of the envisioned product will differentiate from existing treatment options
 - iii. Quality and impact of previously generated scientific data
 - iv. Research plan robustness and key milestones to reach within one year
 - v. Team competency
 - vi. Potential to successfully achieve research milestones and downstream program maturation
 - vii. Applicant must meet BioLabs' and the selected SPARTNERS criteria for resident company membership as listed in the Eligibility section.
 - viii. Applicant must be ready to move into lab space at SPARTNERS location shortly after receiving an Award (subject to site availability)
- c. During Application review, SERVIER or BioLabs 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 final Pitch Event. Pitch Event Judges are members of SERVIER and BioLabs Leadership. The Pitch Event will be held virtually on July 4th, 2024. 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 the BioLabs location in Paris-Saclay: Spartners. 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.
- b. An Award covers the cost of the use of the bench 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 granted "intuit personae" (i.e. in consideration of the Award Recipient) and is therefore non-transferable/assignable in whole or in part and cannot be exchanged for 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 SERVIER 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 space for one (1) year.

5. Conditions of Award

- a. SERVIER and/or 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. SERVIER and/or 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, SERVIER 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 SERVIER 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 SERVIER or BioLabs.
- c. Award Recipient must agree to the terms and conditions that BioLabs requires for users of SPARTNERS bench spaces to be eligible to receive an Award.
- d. SERVIER 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 SERVIER and BioLabs' mission or fails to execute an acceptable agreement with SERVIER and/or BioLabs.
- e. SERVIER 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, 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 (7) days of notification received by Biolabs.
- d. Notification of acceptance must be sent by email to the following addresses:

If by e-mail: golden.ticket.spartners@servier.com and goldenticket@biolabs.io

- e. Upon acceptance of an Award, the winning Applicant must take up its residency at SPARTNERS within three (3) months of accepting the award, by October 11th, 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 (7) days, SERVIER and BioLabs 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 and Servier social media.

7. Privacy Policy

- a. Personal information collected during the contest may be used or disclosed by SERVIER 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 SERVIER Privacy Policy

- b. SERVIER may Process the Applicant's personal data in connection with the award process, as well as to comply with legal and regulatory requirements. The Applicant has the right to access, rectify and delete his/her personal data, as well as the right to limit processing, the right to portability, the right to withdraw his/her consent and the right to object to processing. To exercise these rights, the Applicant may contact SERVIER's Data Protection Officer at the following address: protectiondesdonnees@servier.com. The personal data of other concerned persons, of which the Applicant may be aware, are considered as Confidential Information. More detailed information about SERVIER's processing of Personal Data is available at: <https://servier.com/fr/protection-des-donnees/>
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, logo and voice for promotional purposes and in advertising worldwide by SERVIER and BioLabs without approval rights or additional compensation, except where prohibited by law.
9. Acknowledgements and Releases
 - a. 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 SERVIER 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 SERVIER 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.
 - b. By applying, each Applicant agrees to be bound by these Terms and Conditions and by SERVIER decisions regarding finalists and Award Recipients, which will be final in all respects. Each Applicant releases and holds harmless SERVIER, 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 SERVIER use or publication of the Applicant's Application or the information contained therein.
10. Indemnification and Limitation of Liability
 - a. Applicant agrees to indemnify SERVIER 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 SERVIER 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) SERVIER's mentoring of Applicant; or (iii) SERVIER's involvement with any idea, invention, information, or materials comprised in an Application.

- c. Applicant recognizes that SERVIER may currently, or in the future, be developing ideas, concepts, solutions, or information like those in an application. Nothing herein prohibits SERVIER 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 SERVIER 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 SERVIER nor BioLabs will be liable for any punitive, incidental, special, consequential, or other damages. Without limiting the foregoing, any liability of SERVIER 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 shall be construed and governed by French law, without regard to conflict of law principles. The Applicant, SERVIER and BioLabs shall endeavor to settle amicably any litigation regarding an Award or these Terms and Conditions.

If you have any questions about the Application or the Golden Ticket, please contact the SERVIER Golden Ticket team at golden.ticket.spartners@servier.com and/or goldenticket@biolabs.io.

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