

**Terms and conditions of the Challenge**  
**Last updated on June 21<sup>st</sup> 2021**

**FIRST.- ORGANIZATION AND PURPOSE**

1. The purpose of these Terms and Conditions is to regulate the participation in Cancer Start-up Program (hereinafter, the “Challenge”).
2. The Challenge is organized by Novartis Farmacéutica, S.A. with registered office in Barcelona, Gran Via de les Corts Catalanes, nº 764 (08013) and tax number A-08.011.074, (hereinafter, the “Organization”).
3. The aim of the Challenge is to attract and identify start-ups around the world that can help to solve specific healthcare challenges focused on the needs of healthcare professionals and cancer patients

**SECOND.- ELEGIBILITY**

- 2.1 Candidates of the Challenge shall be legal persons (companies, start-ups, associations...) with legal capacity to undertake legal obligations.
- 2.2. Legal persons cannot enter the Challenge if:
  - (i) Employ an employee (or a first grade relative of an employee) of Novartis Farmacéutica, S.A. or any of the Novartis Group of companies or any of their affiliates.
  - (ii) Employ an employee (or a first grade relative of an employee) of the companies, publicity agencies or promotion agencies involved in the Challenge, or an employee of any of their affiliates.
  - (iii) Do neither have full ownership of the idea and/or do not have the right to use the intellectual property rights in the context of the idea proposed.
  - (iv) Do not authorize to allow their idea to move through to the final stages (if selected as a finalist).
  - (v) Are partially or totally funded by any other company in the pharmaceutical sector.

(vi) Are in bankruptcy or are in the process of being acquired by another corporation

2.3 The Organization will exclude any participant that breaches any required condition. Moreover, the Organization reserves the right to restrict participation at its sole discretion.

2.4 In the event that any of the participating companies have health professionals in their administrative bodies and / or work teams who, in the course of their professional activities, provide medical services and can prescribe, dispense, recommend, buy, supply, administer or use pharmaceutical products and / or medical technologies, will inform Novartis at the time of submitting your idea, who will conduct an analysis of the potential conflict of interest and may determine at its discretion whether the company can continue participating in the program or, where appropriate, it will determine the actions to be taken to mitigate the potential conflict of interest.

2.5. All legal persons participating must ensure they comply with the Spanish and European applicable legislation and, in particular, regulations on Data Privacy.

2.6 The challenge is for start-ups that meet at least one of the following requirements:

- (i) Start-ups with an MVP tested in the healthcare environment, or with an existing product looking for partners and collaborations to launch it on the market
- (ii) Start-ups with a product/service that has already been marketed in Europe and with a portfolio of regular customers who are growing
- (iii) Companies with a proven product/service on the European market and with a consolidated customer base that are expanding or scaling their solution

2.7 The solutions submitted are already adapted or have the capacity to adapt to the Spanish regulatory system.

### **THIRD.- APPLICATION**

3.1 Applications shall be done through the following website: [www.cancerstartupprogram.novartis.es](http://www.cancerstartupprogram.novartis.es)

3.2. An application form will be available from 21 June 2021 until 15 September 2021. The Organization reserves the right to extend such deadline.

3.3 When completing the form, please keep in mind that:

- a) If your start-up has a solution that solves one, two or even all three use cases of the challenge, you should make a single registration explaining your solution and how it impacts each of the scenarios proposed
- b) If your start-up has 2 or more solutions that impact different use cases, you should make an inscription for each of the solutions you want to present to the competition explaining how it impacts the indicated use case.

## **FOURTH.- THE CHALLENGE**

4.1 The Company is looking for new solutions for a better approach to cancer patients. The aim is to respond to the main challenges facing healthcare professionals and their patients to ensure that the disease is managed more efficiently, specifically for the following challenge: How could we use technology to improve the comprehensive management of oncology patients and address the needs of healthcare professionals in preventing, diagnosing and monitoring the disease?

Applications that respond to the challenge will be received under three specific use cases:

1. Solutions to help healthcare professionals with awareness, prevention and diagnosis of cancer patients
2. Solutions to facilitate the emotional management of patients after their diagnosis
3. Solutions to encourage ongoing, personalized patient follow-up

If your start-up has a solution that solves one, two or even all three use cases of the challenge. Please make a single registration explaining the solution and how it impacts each of the scenarios proposed

If Your start-up has 2 or more solutions that impact different use cases, please make an inscription for each of the solutions you want to present to the competition explaining how it impacts the indicated use case.

4.2 The Organization will provide more extensive information about the Challenge in the following website: [www.cancerstartupprogram.novartis.es](http://www.cancerstartupprogram.novartis.es)

## **FIFTH.- SELECTION**

5.1 A panel of Novartis Farmacéutica, S.A. representatives and external judges will review competition entries and select finalists. Finalists will present their projects to Novartis team on October 2021 and the winner of the Challenge will be announced on November 2021. Organization reserves the right to modify these dates.

## **SIXTH.- WINNER**

6.1 Through Novartis, the start-ups selected as winners will have the opportunity to present their product to potential users to develop proof of concept or pilot projects. Novartis will facilitate the presentation of the product to potential users but cannot guarantee to winners that a proof of concept or pilot project will happen, or that this will happen within a certain time frame, if such implementation depends on collaboration with third parties other than Novartis.

6.2 Being selected to take part in the challenge or being a winner of the challenge does not automatically qualify you to register as a supplier to Novartis.

## **SEVENTH.- RESERVATIONS AND LIMITATIONS**

- 7.1 The falsification and/or concealment of any data entails the disqualification of any participant/team.
- 7.2 Participants guarantee that the projects will be made without incorporating content which has intellectual and/or industrial property rights from themselves or from third parties. In any case, participants ensure that the projects and their information are voluntarily contributed to this Challenge and will not infringe rights of third parties or have in their case all the authorizations needed to participate in this contest, nor are offensive or demeaning, or encourage violence, racism or violate fundamental rights and public freedoms recognized by the applicable laws and the protection of children and youth, not constitute or imply an invasion of personal or family privacy of individuals and a violation of the law the honor of others or the confidentiality of communications.
- 7.3 The Organization may expel any participant that does not comply with the terms and conditions of the Challenge, as long as they are not for reasons of force majeure.
- 7.4 The Organization reserves the right to disqualify the participants/teams that present projects with viruses or other malicious components that could damage, interfere or violate the security of the system or systems.
- 7.5 All information, documentation, and data resources put directly or indirectly at the disposal of the participants/teams by the Organization shall be treated with confidentiality, not being able to be made known or transmitted in any way to third parties by the participants/teams, nor commercially exploited. Likewise, the Organization undertakes to maintain confidentiality on those proposals that are not selected to participate.

## **EIGHTH.- ETHICS**

- 8.1 Participants agree to comply with the following requirements on the assessment criteria of the competition and ethical code:
- 8.2 Participation cannot be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity.
- 8.3 Participation cannot promote illegal drugs or firearms (or the use of any of the foregoing), or any activities that may appear unsafe or dangerous, or any particular political agenda or message.
- 8.4 Participation cannot be obscene or offensive, endorse any form of hate or hate group.
- 8.5 Participation cannot defame, misrepresent or contain disparaging remarks about the Organization or their products or services, or other people, products or related companies to the Organization.
- 8.6 Participation cannot contain any trademarks, logos owned by others or advertise or promote any brand or product of any kind.
- 8.7 Participation cannot contain any personal identification, such as license plate numbers, personal names, and email addresses of Novartis.
- 8.8 Participation cannot contain copyrighted materials owned by others.

8.9 Participation cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without written permission.

8.10 Participation cannot depict, and cannot itself, be in violation of any law.

## **NINTH.-DATA PRIVACY**

9.1 Participants agree that their personal data will be processed by Novartis in accordance with the provisions of these terms and conditions and this clause.

9.2 NOVARTIS FARMACÉUTICA, S.A. ("Novartis"), with registered office at Gran Via de les Corts Catalanes, N° 764, C.P. 08013, Barcelona (Spain) will process information about you that constitutes "personal data" and the Novartis Group believes that the protection of your personal data and your privacy is extremely important

9.3 Novartis is responsible for the processing of your personal data, as it decides why and how they are processed, and therefore it is the "Data controller". In this Privacy Statement, "we" refers to Novartis.

We invite you to read this Novartis Privacy Statement carefully. It sets out in what context we process your personal data and explains your rights and our obligations in doing so.

If you have any questions regarding the processing of your personal data, we invite you to contact us by e-mail: [dpospain.novartis@novartis.com](mailto:dpospain.novartis@novartis.com)

### **9.3.1 What information about you do we hold?**

We may collect various types of personal information about you, including the information you provide to be able to take part in the Challenge, such as first and last names, contact details, any information that may be generated during the activity and any information that you may provide to us after the activity.

If you intend to share personal information about other people with us (for example, other stakeholders who will be participating in your team), you must give a copy of this Privacy Statement to the individuals concerned.

### **9.3.2. What do we use your personal data for and why is this justified?**

#### 9.3.2.1. Legal basis for data processing

We will not process your personal data if we do not have an adequate justification provided by law for that purpose. Therefore, we will only process your personal data if:

- we have obtained your prior consent, so by accepting these Terms and Conditions you expressly agree to the processing of your data.
- the processing is necessary to meet our legal or regulatory obligations; or
- the processing is necessary for our legitimate interests and does not unduly affect your interests or fundamental rights and freedoms.

Please keep in mind that when we process your personal data based on the latter scenario, we always try to maintain a balance between our legitimate interests and your privacy. Examples of these "legitimate interests" are data processing activities undertaken:

- to manage Novartis' human and financial resources.
- to benefit from specific services (e.g., we may choose to use certain platforms offered by suppliers for data processing);
- to prevent fraud, criminal activity or misuse of our products and services, as well as to ensure the security of our networks, architecture, and IT systems.
- to sell any part of our business or its assets or to allow the acquisition of all or part of our business or assets by a third party; and
- to meet our corporate and social responsibility objectives.

### 9.3.2.2. Purpose of data processing

We always process your personal data for a specific reason and only process personal data that is relevant to achieving that purpose. In particular, we process your personal data for the purposes detailed below:

- to manage your participation in the activity (registration, etc.) and after the activity; any other purpose defined in these terms and conditions.
- to retain the data after the activity to invite participants to join other Novartis activities in the future.
- to manage our IT resources, including infrastructure management and business continuity.
- to preserve the economic interests of the company and to ensure compliance and reporting (such as compliance with our policies and local legal requirements, taxation and deductions, handling suspected cases of misconduct or fraud, carrying out audits and defense in litigation).
- to manage mergers and acquisitions involving our business.
- for archiving and to preserve records.
- invoicing; and
- any other purpose imposed by law and the authorities.

### 9.3.3. Who has access to your personal data and who can it be transferred to?

We agree not to sell, disclose, or otherwise transfer your personal data to third parties, except in the cases outlined in this Privacy Statement.

During the course of our activities and for the same purposes as those described in this Privacy Statement, your personal data may be consulted or transferred to the following categories of recipients, if they have to see them, to achieve those purposes:

- our staff (including staff, departments or other Novartis group companies).
- our independent agents or intermediaries (if applicable).
- our other suppliers and service providers who provide us with products and services.
- our IT suppliers, cloud service providers, database providers and consultants.
- any third party to whom we assign or cede any of our rights or obligations.
- our external consultants and attorneys in the context of the sale or transfer of any part of our business or its assets.

The third parties listed above are contractually obliged to protect the confidentiality and security of your personal data, in compliance with the applicable legislation.

Your personal data may also be consulted by, or transferred to national and international law enforcement agencies, regulatory bodies, law enforcement agencies and courts, whether we have an obligation to do so in compliance with legislation and regulations or upon request.

The personal data we collect from you may also be processed, accessed, or stored in a country other than where Novartis operates, which may not provide the same level of protection for personal data.

If we transfer your personal data to third party companies in other jurisdictions, we will ensure the protection of your personal data (i) by applying the level of protection required under local data protection/privacy laws applicable to Novartis, (ii) by acting in accordance with our rules and policies, and (iii) for Novartis located in the European Economic Area (EU Member states plus Iceland, Liechtenstein and Norway, the "EEA"), unless otherwise provided, by exclusively transferring your personal data in accordance with standard contractual clauses approved by the European Commission. You may request additional information regarding any international transfers of personal data and obtain a copy of the relevant protective measures implemented by exercising your rights as detailed below in the section entitled: What are your rights and how can you exercise them.

For transfers of personal data within a group, the Novartis Group has adopted binding Corporate Standards, a system of principles, standards and tools provided by European law to ensure effective levels of data protection with regard to transfers of personal data outside the EEA and Switzerland. Click [here](#) or follow the link to find out more about Novartis' binding Corporate Standards at [www.novartis.es](http://www.novartis.es) under: "Data protection: your rights".

#### **9.3.4. How do we protect your personal data?**

We have implemented appropriate technical and organizational measures to provide a level of security and confidentiality for your personal data.

These measures take into account:

- i.the latest advances in technology
- ii.the implementation costs;
- iii.the nature of the data; and
- iv.the risk of processing.

The purpose of these measures is to protect them from accidental or improper destruction or alteration, accidental loss, unauthorized disclosure or access, and any other improper use.

In addition, when processing your personal data, we:

- only collect and process personal data that is appropriate, relevant, and not excessive, as required to fulfill the purposes detailed above; and
- guarantee that your personal data is up-to-date and accurate.

For the latter purpose, we may ask you to confirm the personal data we have about you. We also encourage you to inform us accordingly if there is a change in your personal circumstances, so we can ensure that your details are up-to-date

#### **9.3.5. How long will we keep your information for?**

We will only retain your personal data for as long as is necessary to fulfill the purpose for which it has been collected or to comply with regulatory or legal requirements.

The retention period is the duration of the activity, plus the period of time until legal actions under the terms and conditions prescribe, unless the annulled legal or regulatory schedules require a longer or shorter retention period. We will also keep your data after the activity, unless you

exercise the right of deletion. After this period, your personal data will be removed from our active systems.

Personal data collected and processed in the context of a dispute is deleted or filed (i) as soon as an amicable settlement is reached, (ii) once a last resort decision has been made, or (iii) when the complaint requires it.

### **9.3.6. What are your rights and how can you exercise them?**

You may exercise the following rights under the conditions and limits stipulated by law:

- the right to access your personal data as we process it and, if you believe any information about you is incorrect, obsolete or incomplete, to request that it be corrected or updated;
- the right to request the deletion of your personal data or to restrict it to specific categories of processing;
- the right to withdraw your consent at any time, without affecting the validity of processing prior to said withdrawal.
- the right to object, in whole or in part, to the processing of your personal data; and
- the right to request its portability, i.e. that the personal data you have provided us be returned to you or transferred to a person of your choice, in a structured format that is commonly used and machine readable, without hindrance on our part and in accordance with confidentiality obligations.

If you have any questions or wish to exercise any of the above rights, you can email [dpospain.novartis@novartis.com](mailto:dpospain.novartis@novartis.com) or send a letter to Novartis at the address shown in section 1 of this Privacy Statement, together with a scanned image of your national identity document for identification purposes.

If you are not satisfied with the way we handle your personal data, please contact our Data Protection Officer on [global.privacy\\_office@novartis.com](mailto:global.privacy_office@novartis.com) and they will review your complaint.

In any case, you also have the right to register a complaint with the competent data protection authorities, in addition to your rights outlined above.

## **TENTH.- PUBLICATION**

10.1 These terms & conditions will be published, from the beginning of the Challenge and for the whole duration of the Challenge in the following website:

[www.cancerstartupprogram.novartis.es](http://www.cancerstartupprogram.novartis.es)

## **ELEVENTH.- ACCEPTING OF TERMS AND CONDITIONS**

11.1 Applying to the Challenge implies the express and complete acceptance of these terms and conditions by the participants/teams. The Organization reserves the right to interpret, and/or modify the terms and conditions of the Challenge, at any time, and even to cancel it for a justified reason. In any case, the Organization undertakes to communicate the modified conditions, or, as the case may be, the annulment of the program as a whole, so that all participants have access to this information.



11.2 By applying to the Challenge, the participants undertake to accept and respect, in all the terms, the decisions of the jury, expressly renouncing any claim on these decisions.

11.3 The Organization reserves the right to introduce changes in the working of the Challenge at any time and/or be finalized in advance if necessary due to a justified reason, whilst any liability may arise. If there is any change, it must be properly communicated.

11.4 For the knowledge of any dispute that may arise regarding the interpretation or application of these conditions, the applicable law will be Spanish. Both the Organization and the participants, teams and attendees agree to submit their dispute to the competent Courts and Tribunals of the city of Barcelona.

## **TWELFTH – ESTIMATED SCHEDULE**

21 June 2021- Competition opens for applications

15 September 2021 – Final date for applications

September 2021 – Evaluation of candidates and selection of finalists

October 2021 - Competition day

November 2021 – Selection and communication of winners

December 2021 – January 2022 –Planning of pilots/POCs

The Company reserves the right to make changes to the schedule. In the event of any change to the estimated schedule, the new dates will be communicated to the participants concerned.

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