

## **Main Contest Rules:**

**All deadlines are 11:59PM PH time on the corresponding day unless otherwise noted**

**No reimbursement will be provided for creation of presentation or submissions**

**See Full Terms and Conditions below for further rules and details**

**BY REGISTERING FOR THIS CONTEST, YOU AGREE TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS BELOW. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT REGISTER FOR THIS CALL FOR SOLUTION AND DO NOT SUBMIT AN ENTRY.**

**TERM.** The Takeda Digital Healthcare Innovation Challenge Call for Solution (“Call for Solution”) begins 10 May, 2016, and ends on 20 June 2016 (“Call for Solution Period”). Sponsor reserves the right in its sole discretion, to terminate, modify or suspend the Call for Solution and these Terms and Conditions, for any reason or no reason at all, at any time and without any liability.

**ELIGIBILITY:** The “Takeda Digital Healthcare Innovation Challenge” is sponsored by Takeda Pharmaceuticals International, Inc., (“Sponsor” or “Takeda”) and is open and offered only to (1) individuals age eighteen (18) or older at time of registration (“Individual Participant”), and (2) legal business entities (“Business Entity Participant”). The Contest is not open to: (1) Physicians, pharmacists, medical directors, nurses and/or any other individual or entity who purchases, prescribes, or may influence the use of Takeda products (“Healthcare Professionals”); (2) employees or internally contracted vendors of Takeda; (3) the immediate family members or members of the same household of any such employee or vendor (4) anyone professionally involved in the development or administration of this Contest; (5) employees or internally contracted vendors of governments and government-affiliated companies or organizations; or (6) any employee whose employer’s guidelines or regulations do not allow entry in the Contest or acceptance of the prize(s). The Contest is void where prohibited or restricted by law. Takeda reserves the right to limit, or restrict upon notice, participation in the Contest to any person who fails to comply with these terms and conditions.

**HOW TO ENTER:** To enter the Contest, visit the Contest website (“Site”) during the Contest Period, accurately and truthfully complete the online registration form, accept these Terms and Conditions and follow the instructions for submitting an Entry as described on the Site and below. An “Entry” must be a solution to address the challenge statement (“Challenge Statement”) as described further on the Site. The party accepting these Terms and Conditions and submitting an Entry is referred to as an “Entrant” or “you.” Entrants may submit an Entry as either an Individual Participant or as a Business Entity Participant, as designated at the time of registration for the Contest. In addition, Individual Participants may also enter in the form of Teams, as described below. As used herein, “Entry” means all submissions, original ideas, documents or

other materials submitted to Sponsor in connection with the Contest. Each Entry must be the original creation of the Entrant. Entries may not be cancelled, removed or revoked by Entrant. Sponsor is in no way obligated to use or continue to use any Entry.

## **CONTEST PARTICIPATION.**

**Individuals:** Individual Participants must enter the Contest in their individual capacities.

**Teams:** As an alternative to participating as a single individual, Individual Participants may elect to form a team (“Team”) of multiple people to submit a single Entry. Each member of the Team that contributes in any way to an Entry (each a “Team Member”) must separately accept these Terms and Conditions. Sponsor reserves the right to disqualify any Team (and all Team Members) if any one Team Member has not accepted these Terms and Conditions.

An Entry submitted by a Team must designate one Team Member as the “Team Leader” for contact and Contest administrative purposes. The Team Leader will be responsible for submitting the Entry on behalf of the Team. An Individual Participant may only be a member of one Team; however, each Team may submit multiple Entries. For purposes of this Contest, a Team, once registered with a Team Leader, will own all Entries made by any Individual Participant on the Team. In the event an Individual Participant on a Team is disqualified, the Team that individual belongs to and all Entries submitted by the Team will be disqualified.

**Business Entities:** Business Entity Participants must enter the Contest on behalf of their legal business organizations. An Entry submitted by a Business Entity Participant must designate one individual member as the “Business Entity Contact Person” for contact and Contest administrative purposes. The Business Entity Contact Person will be responsible for submitting the Entry on behalf of the Business Entity Participant. Any individual who is employed by a Business Entity Participant may not submit any Entry in his or her individual capacity (i.e., as an Individual Participant); rather all Entries must be made through the Business Entity Participant, in coordination with the Business Entity Contact Person.

**IMPORTANT NOTE TO BUSINESS ENTITY PARTICIPANTS:** By submitting any Entry, you represent and warrant to Sponsor that your Business Entity Contact Person (a) is an authorized representative of the Business Entity Participant, and is submitting the Entry on behalf of such business entity, and (b) has obtained all necessary approvals from the Business Entity Participant to enter the Contest pursuant to these Terms and Conditions, including all employee and corporate permissions to submit any confidential information and/or intellectual property to Sponsor. If you have any questions about such authority and permissions, you should work directly with counsel from the Business Entity Participant before submitting any Entry.

Entrants may submit more than one Entry. Entrants are responsible for any costs or expenses associated with preparing and submitting an Entry. All Entries suspected of violating intellectual property rights, or any local or country law(s) will be ineligible.

All Entries must be submitted in English. Entrants assume all risk of damaged, lost, late, incomplete, invalid, incorrect or misdirected Entries. All Entries (and related information) shall be deemed collected and judged in the Philippines.

Each Entrant agrees that Sponsor will have the right, but not the obligation, in its sole discretion to contact any Entrant regarding a possible transaction or other business relationship with Sponsor to commercially pursue a submitted Entry.

Below is a general description of the Contest process:

### **Open Submission – Round 1**

The submission period begins on May 10, 2016 at 12:00 AM PHILIPPINE Time, and ends on June 20, 2016 at 23:59 PHILIPPINE Time. All Open Submissions must be received by Sponsor on or before June 20, 2016. Each “Open Submission” may be reviewed by Sponsor and/or one or more judges selected by Sponsor and its agents and affiliates (collectively, the “Judging Panel”), to determine if the Open Submission meets the eligibility criteria for the Contest as described in these Terms and Conditions. In Sponsor’s discretion, Sponsor may engage third-party subject matter experts and judges to serve on the Judging Panel and/or assist with the review of Entries and selection of Contest winners.

Only TEN entries from Open Submission selected by the Sponsor and/or the Judging Panel based on selection process and judging criteria will advance to Pitching Event. In the event that Sponsor (with input from the Judging Panel, as appropriate) determines that any Open Submission selected to be included in the Top Ten does not or may not meet the eligibility criteria for the Contest (e.g., if the submission is not in one of the Contest Categories), Sponsor may (a) disqualify the Entry, or (b) request that the Entrant submit a revised, clarified description of the Entry, for further consideration by Sponsor.

As part of Open Submissions, the Entrant will be required to complete a questionnaire (to be provided by Sponsor), which provide detail about the Solution. The Questionnaire will ask for information about the following, among other things:

- Background of the Entrant
- Description of the venture and its product or service
- Rationale as to how the Entry will impact Challenge as stated in “Call for Solution” Challenge statement

Entrant agrees that the information and materials provided to Sponsor in connection with the Contest, may be publicly disclosed by Sponsor or its agents, and used for Sponsor’s marketing and public relations activities, in Sponsor’s sole discretion.

## **Pitching Event – Final Round**

Up to ten (10) Entrants (“Finalists”) will be selected by the Judging Panel to advance to the Pitching Event (Final Round). The Judging Panel will make their selections based on the content of the Entries using the judging criteria described in the “Judging Criteria” section below.

Sponsor will attempt to notify the Entrants who submitted the Entries selected to proceed to the Pitching Event (the “Finalists”) by mail, email or telephone (at Sponsor’s discretion and using the information provided in the registration), regarding the opportunity to proceed to the Pitching Event. Such notified Finalists must then (a) confirm to Sponsor their willingness to proceed in the Contest, within five (5) calendar days of Sponsor initiating contact, and (b) provide to Sponsor any other information or documents, as may be determined by the Sponsor, to confirm eligibility. If a Finalist does not timely consent to proceeding to the Pitching Event and promptly provide any necessary information or documents to confirm eligibility, an alternate Finalist may be selected in Sponsor’s discretion.

Each Finalist will have up to thirty (30) calendar days to prepare, in English, with non-monetary assistance from the Sponsor, a final presentation. The goals of this final presentation will be to clearly articulate: (1) the venture concept, technology and related intellectual property, (2) the venture business model, and (3) marketability of the venture (4) its potential to impact cancer and/or diabetes, financial profitability and success, (5) the team’s ability to execute and succeed in its business goals (including information about organizational and corporate structure, for Business Entity Participants), and (6) any other information as deemed necessary by the Judging Panel. As part of this package each Entrant will be required to prepare a ten (10) minute pitch presentation. Entrants will also be asked to produce suitable evidence of a working prototype or Proof-of-Concept for their Entry.

On or about August 6, 2016, the Finalists must make a presentation to the Judging Panel at an in-person event in Manila, Philippines (“Event”).

This Judging Panel will select one (1) “Winner”, using the judging criteria described in the “Judging Criteria” section below. Sponsor will notify the Winner at the event.

All decisions of the Judging Panels are final, non-appealable and binding. Potential winners must comply with all Terms and Conditions; winning is contingent upon verification of eligibility and compliance with all requirements herein. Sponsor will announce the Finalists, and Winner(s) on the Site.

Entrant agrees that the information, ideas and materials provided to Sponsor in connection with the Final Round, and any other information, ideas or other materials otherwise provided to Sponsor in connection with the Contest, may be publicly disclosed by Sponsor or its agents, and used for Sponsor’s marketing and public relations activities, in Sponsor’s sole discretion.

## **JUDGING CRITERIA:**

For the Selection Round, and the Final Round, the Judging Panel will make their selection based on the content of the Entries and using the following criteria: (1) impact on Oncology, (2) innovation, (3) pilot potential, (4) team competencies, and (5) viability and of long-term success.

**CONTEST TERMS OF SUBMISSION:** Sponsor reserves the right to disqualify and/or remove any Entry or Entrant for any reason or no reason at all, within its sole and absolute discretion. Nothing in these Terms and Conditions shall require Takeda to monitor or edit the Site or any Entries for offensive or otherwise objectionable content. Notwithstanding the foregoing, Takeda may reject or remove from the Site or Contest any Entry which might be considered, offensive, defamatory, obscene, illegal, harmful, in violation of Sponsor's website use or privacy policies, or that otherwise falls short of Sponsor's (or its customers') standards. All Entrants shall use the Site according to these Terms and Conditions and any applicable website use policy posted on the Site.

## **REPRESENTATIONS AND WARRANTIES**

By submitting an Entry, Entrant represents and warrants as follows:

- All registration information is complete, accurate and truthful.
- For Individual Participants only: No person or entity (including your employer or academic institution) other than you has any right, title or interest in any part of your Entry.
- For Business Entity Participants only: The Business Entity Contact Person (a) is an authorized representative of the Business Entity Participant, (b) is submitting the Entry on behalf of the Business Entity Participant, as an organization, and (b) has obtained all necessary corporate and other approvals from the Business Entity Participant, as an organization, to enter the Contest and submit the company's confidential information and/or intellectual property, as contemplated under these Terms and Conditions.
- No other party is entitled to claim royalties from the use of the Entry.
- Each Entry does not and will not infringe or violate any rights of any third party or entity, including, without limitation Intellectual Property Rights (as defined below), defamation, privacy, publicity, false light, misappropriation, confidentiality, or any contractual or other rights.
- Your entire Entry is an original work by you, and you have all the rights, licenses, permissions and consents necessary to submit the Entry and to grant all of the rights that you have granted hereunder.
- Your Entry does not contain content that is inconsistent with the permissible uses outlined by these Terms and Conditions, including, but not limited to, content that is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, invasive of another's privacy, vulgar, profane, sexually explicit, obscene, racially or ethnically offensive or otherwise objectionable.
- You will not upload, post or otherwise transmit any Entry or content that contains software viruses, Trojan horses, worms, time bombs, cancelbots or any other computer code or files that are designed to disrupt, damage, or limit the functioning of any software or hardware.

“Intellectual Property Rights” means any and all tangible and intangible: (i) copyrights and other rights associated with works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents, designs, algorithms, utility models, and other industrial property rights, and all improvements thereto; (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise; and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force (including any rights in any of the foregoing); and (vii) any licenses, permissions and consents associated with (i) through (vi) above.

## **PERMISSIONS / RESTRICTIONS**

We are not claiming ownership rights to your Entry. However, by submitting an Entry, you understand, acknowledge and agree to the following:

- The intent of the Contest is to encourage individuals, and companies to discuss potential solutions with Takeda and the Judging Panel. Participating in this Contest creates an opportunity to enter into business relationship or to sign any commercial agreement with Takeda. These Terms and Conditions would require you to negotiate or do business with Sponsor.
- The Winner may undergo incubation by a third-party incubator, if necessary, and subject to negotiation between the Sponsor and the winning team.
- You grant to Sponsor and its affiliates an irrevocable, royalty-free, worldwide right and license to: (a) use, review, assess, test, evaluate, analyze or otherwise consider your Entry and all its content in connection with the Contest, and (b) feature your Entry and all its content in connection with the marketing or promotion of the Contest, in all media now known or later developed. You understand that visitors to Sponsor’s websites and the Contest Site will have the right to access information and content of your Entry.
- Sponsor or its affiliates may have developed or commissioned (or may currently be in the process of developing or commissioning, or may in the future develop or commission), products, services or solutions similar (or even identical) to your Entry.
- Nothing in these Terms and Conditions shall prohibit Sponsor from independently acquiring, developing, or having developed for it, products, concepts, systems, services, or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in any Entry. You recognize that other persons or entities may have provided Sponsor or others, or made public, or may in the future submit, or make public, materials that are the same or similar to your Entry. You acknowledge and agree that Sponsor shall have the right to use such same or similar materials, and that you will not be entitled to any compensation arising from Sponsor’s use of such materials. You hereby waive all claims resulting from any similarities between your Entry and any current or future Takeda product or solution.
- Sponsor cannot control the information that Entrants will disclose to Takeda representatives in the course of the Contest, or what Takeda representatives will remember about your Entry. You understand that Takeda will not restrict work assignments of any

Takeda employees, including those who have had access to your Entry. By entering the Contest, you understand and agree that use of information about your Entry in our representatives' and employees' unaided memories in the development or deployment of Takeda products, services or solutions does not and will not create liability for Takeda under these Contest Terms and Conditions, or copyright or trade secret law.

- You understand that you will not receive any compensation or credit for use of your Entry, other than as described in these Terms and Conditions.
- You agree that nothing in these Terms and Conditions grants you a right or license to use the Takeda name or any Takeda trademark or service mark. You grant to Takeda the right to include your company name (if you are a Business Entity Participant) as an entrant on Sponsor's websites, including the Contest Site, and in materials related to Sponsor's promotion of the Event. Other than these uses, you are not granting Takeda any rights to your trademarks.
- No Entry will be received or held "in confidence" and under no circumstance will your Entry create a confidential relationship or obligation of secrecy between you and Sponsor or between you and any other party. Entrants should be guided by their own attorneys as to the desirability of seeking patents or other protection for Entries, which guidance should be obtained before submission of any Entry.

**PRIZE:**

Subject to these Terms and Conditions, once confirmed by Sponsor, the Winner will receive US\$10,000.

For Teams and Business Entity Participants, the prize amount will be distributed to the Team Leader, the official representative specified in the winning entry, or the Business Entity Contact Person. The Team Leader and the Business Entity Contact Person will have sole responsibility for further distribution of any cash prizes among Team Members or within the Business Entity Participant that has submitted an Entry through the representative, respectively.

No assignment or transfer is allowed by any Winner. If a potential winner is unable to participate in or accept the prize or any portion of the prize for any reason, Sponsor shall have no further obligation to such potential winner. Sponsor will not replace any lost or stolen prizes after being awarded to winners. In no event will Sponsor be responsible for awarding more than the stated number of prizes.

**TAX CONSIDERATIONS:** Each Winner will be solely responsible for any local, provincial, country or any other taxes, and any other costs, expenses and fees in connection with the prize.

**VERIFICATION/AUDIT:** Entrant understands and agrees that Takeda may (but is not required to) verify, audit or otherwise confirm Entrant's identity, registration information, eligibility or other information relating to any Entrant or Entry that may aid Sponsor in selecting Contest winner(s). Entrant hereby consents to such verification efforts and shall reasonably cooperate fully and in good faith with Takeda throughout the duration of the Contest. Takeda, in its sole and absolute discretion, may suspend, remove or otherwise eject any Entrant suspected of providing

false, misleading or other information that may fail to comply with these Terms and Conditions, any applicable Site acceptable use policy or any other Contest rules or regulations.

**GENERAL CONDITIONS:** Entrant grants permission to Sponsor and its authorized representatives to use his/her name, address (city and state/province/territory/country), photograph, voice, and/or other likeness for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide, and on the Internet and world wide web, in perpetuity, without notice, consideration, review or approval.

Personal data will be processed in accordance with Takeda's Privacy Policy. Following the Contest Period, Takeda shall not be required to retain records of any Entries. Entrants should direct any request to access, update, or correct information to Sponsor. Sponsor is not responsible for human error, theft, destruction, or damage to Entries, or other factors beyond its reasonable control. Sponsor reserves the immediate right to disqualify any Entrant who, in Sponsor's sole discretion: (i) is not in compliance with these Terms and Conditions, (ii) tampers with the Entry process, the Contest, or the Site; or (iii) is acting in an uncooperative, unsportsmanlike, disruptive, abusive, or threatening manner. Sponsor shall not be liable to a Winner or any other person for failure to supply the prize or any part thereof, by reason of the prize becoming for reasons beyond the reasonable control of Sponsor unavailable or impracticable to award, or for any force majeure event, technical or equipment failure, terrorist acts, labor dispute, or act/omission of any kind (whether legal or illegal), transportation interruption, civil disturbance, or any other cause similar or dissimilar beyond Sponsors' control. Neither Sponsor, nor its employees, officers, directors, agents, contractors, representatives, affiliates, divisions, subsidiaries, resellers, dealers, distributors, advertising/promotion agencies ("Released Parties") shall assume any responsibility whatsoever for delayed, failed, partial or garbled computer transmissions; technical failures of any kind, including, but not limited to lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines or technical failures or difficulties; the incorrect or inaccurate capture or failure to capture information whether caused by Site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest, Entry, or other information; the failure to capture any such information; or errors of any kind whether human, mechanical, electronic, network or otherwise arising out of or relating to the Contest, theft, loss, destruction or damage to Entries, in whole or in part, or other factors beyond their reasonable control. Once submitted, an Entry cannot be deleted or cancelled. Released Parties are not responsible for injury or damage to Entrants' or to any other person's computer related to or resulting from participating in the Contest or downloading materials from or use of the Site.

Persons who tamper with or abuse any aspect of the Contest or Site, as solely determined by Sponsor, will be disqualified.

**CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE THE SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF APPLICABLE CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW (AND TO DISQUALIFY**

SUCH PERSON FROM THE PROMOTION, IF APPLICABLE). Any Entrant Takeda suspects of attempting to circumvent the Terms and Conditions of this Contest, including but not limited to using false email and/or addresses, multiple identities or other fraudulent or deceptive Entry methods, may be disqualified. In the event of a dispute as to the source of any Entry, the authorized account holder of the email address used to enter will be deemed to be the person making the Entry. The authorized "account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.

**LIMITATIONS OF LIABILITY AND RELEASE:** ENTRANTS AGREE THAT SPONSOR, ITS AFFILIATES, DIVISIONS, SUBSIDIARIES, RESELLERS, DEALERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES AND AGENTS ("RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE RELEASED AND HELD HARMLESS BY ENTRANT FOR ANY CLAIMS, LIABILITIES, OR CAUSES OF ACTION OF ANY KIND OR NATURE FOR ANY INJURY, LOSS OR DAMAGES OF ANY KIND INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES TO PERSONS, INCLUDING WITHOUT LIMITATION DISABILITY OR DEATH. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, IN WHICH CASE SUCH LIMITATION OR EXCLUSION SHALL APPLY ONLY TO THE EXTENT PERMITTED BY THE LAW IN THE RELEVANT JURISDICTION.

**CHOICE OF LAW:** This agreement, Contest and any action related thereto, including without limitation any provisions relating to ownership of intellectual property, shall be governed by and construed under the laws of the Republic of the Philippines, without regard to conflict of laws principles. The Parties hereby exclude from this Agreement the application of the United Nations Convention on Contracts for the International Sale of Goods. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Contest, but in no event attorneys' fees. Entrants hereby waive all rights to (i) claim or be awarded any punitive, direct, indirect, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and (ii) to have damages multiplied or otherwise increased, including for willful patent infringement.

**SPONSOR:** Takeda Pharmaceuticals International, Inc., 21 Biopolis Road, #04-24/28 Nucleos South Tower Singapore 138567