

**Astellas Oncology C<sup>3</sup> Prize Challenge**  
***Changing Cancer Care***  
**Official Rules**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CHALLENGE.**

**VOID WHERE PROHIBITED.** CHALLENGE IS OPEN TO RESIDENTS OF THE 50 UNITED STATES, THE DISTRICT OF COLUMBIA (INCLUDING PUERTO RICO AND ALL OTHER U.S. TERRITORIES AND POSSESSIONS) AND WORLDWIDE, EXCEPT FOR CRIMEA, CUBA, IRAN, SYRIA, NORTH KOREA, AND SUDAN.

**ENTRY IN THIS CHALLENGE CONSTITUTES ENTRANT ACCEPTANCE OF THESE OFFICIAL RULES.**

The Astellas Oncology C<sup>3</sup> Prize Challenge (the "Challenge") is a skill Challenge designed to inspire innovative solutions in cancer care and demonstrate commitment to patients with cancer and caregivers. The entry, including video (if submitted), will be evaluated by Judges (defined below) who will choose the winning Entrants (defined below) in accordance with these Official Rules ("Rules"). The prizes will be awarded to Entrants with the highest scores. See below for the complete details.

- 1. BINDING AGREEMENT:** In order to enter the Challenge, you must agree to these Rules. Therefore, please read these Rules prior to entry to ensure you understand and agree. By submitting an entry in the Challenge, Entrants agree to these Rules. Entrants may not submit an entry to the Challenge and are not eligible to receive any prize described in these Rules unless they agree to these Rules. These Rules form a binding legal agreement between Entrants and Astellas with respect to the Challenge.
- 2. ELIGIBILITY:** To be eligible to enter the Challenge, you ("Entrant") must: (1) be above the age of majority in the country, state, province, or jurisdiction of residence (and at least twenty (20) years old in Taiwan) at the time of entry; (2) not be convicted of a felony in your jurisdiction of residence or any foreign jurisdiction at any point in time; (3) not be a resident of or established in Crimea, Cuba, Iran, Syria, North Korea, or Sudan; (4) not be a person or entity under U.S. or other country export controls or sanctions; (5) have access to the Internet as of August 4, 2020; (6) be permitted by the applicable laws, regulations, professional and industry codes of conduct in your country of establishment and residence ("Applicable Laws and Industry Codes of Practice") to participate in the Challenge and to receive a prize or a grant as described in these Rules; and (7) agree to comply with all Applicable Laws and Industry Codes of Practice governing your participation in the Challenge and receipt of a prize, including but not limited to the Applicable Laws and Industry Codes of Practice governing the public disclosure of information concerning transfers of value from pharmaceutical companies to (a) healthcare professionals, (b) healthcare, medical or scientific institutions, associations or organizations such as a hospital, clinic, foundation, university or other teaching institution or learned society, or an organization through which one or more health professionals provide services, ("healthcare institutions") and (c) not-for profit organizations which are patient focused, and whereby patients and/or carers

(the latter when patients are unable to represent themselves) represent a majority of members in governing bodies ("patient organizations") ("Sunshine Laws"). Failure by an Entrant to follow these guidelines will render the application ineligible.

Astellas may subject Entrants (including healthcare institutions and other entities) who are selected as potential finalists (see section 7 below) to background checks for felony criminal convictions and for compliance with the Applicable Laws and Industry Codes of Practice and Sunshine Laws. Entrants agree that they will provide any additional necessary information or consents necessary for this purpose to be eligible as a Finalist and/or to receive a prize. Failure to provide additional information or consents will be grounds for disqualification, unless prohibited under any applicable law.

Certain individuals are ineligible to participate in the Challenge, per the following criteria:

- Astellas is not permitted by Applicable Laws and Industry Codes of Practice to grant a prize to healthcare professionals licensed to practice in the EU Member States, Bosnia and Herzegovina, Iceland, Norway, North Macedonia, Russia, Serbia, Switzerland, Turkey, Ukraine, Argentina, Australia, or Canada. Subject to the provisions of the Applicable Laws and Industry Codes of Practice, a healthcare professional is any member of the medical, dental, pharmacy or nursing professions or any other person who in the course of their professional activity may prescribe, purchase, supply or administer a medicinal product or who could in any way influence the administration, consumption, prescription, purchase, recommendation, sale, supply or use of any medicinal product but who is not a health professional. Astellas is also not permitted to grant a prize to associations of healthcare professionals established in these countries. Healthcare professionals in these countries who wish to enter must, therefore, be healthcare institutions established in accordance with and recognized by the applicable national laws. Similar restrictions may apply in other countries.
- Challenge is not open to residents of Quebec, Canada.
- Challenge is void in Crimea, Cuba, Iran, Syria, North Korea, Sudan, and where prohibited by law.
- Employees, interns, contractors, and official office-holders of Astellas Pharma Inc., its subsidiaries, affiliates, and their respective directors, officers, employees, advertising and promotion agencies, representatives, and agents, and any individual involved in reviewing applications or selecting Challenge winners ("Challenge Entities"), and members of the Challenge Entities and their immediate families (parents, siblings, children, spouses, and life partners of each, regardless of where they live) and members of the households (whether related or not) of such employees, officers, and directors are ineligible to participate in this Challenge.
- Public officials shall be ineligible to participate in this Challenge, as defined by Applicable Laws and Industry Codes of Practice.

- Previous winners (either the individual Entrant or the winning idea, if a separate entity) of the C<sup>3</sup> Prize during any previous year (2016-2019) are ineligible to participate in the Challenge, either with a new idea or their previous winning idea.

Sponsor reserves the right to verify eligibility and to adjudicate on any dispute at any time.

Entrants are permitted to submit on behalf of a company, organization, or other entity; however, one individual must serve as a representative and spokesperson for that entity throughout the process, including in promotional materials; Entrant is responsible for identifying the representative within entry. If Entrants are entering as part of a company, organization, or other entity or on behalf of their employer, these rules are binding on each Entrant, individually, and/or such company/entity or their employer; the entrant shall be treated under these Terms and Conditions not as an individual but as a representative of the company, organization, or other entity and shall be bound by the same Applicable Laws and Industry Codes of Practice as apply to the company, organization, or other entity that he or she represents.

If Entrants are acting within the scope of their employment, as an employee, contractor, or agent of another party, they warrant that such party has full knowledge of their actions and has consented thereto, including to the terms of these Rules and the Entrants' potential receipt of a prize. Entrants further warrant that their actions do not violate their employer's or such company's/entity's policies and procedures or the Applicable Laws. Nothing in these Rules or the Challenge is intended nor shall it be construed as a requirement, obligation, inducement or encouragement for Entrants to endorse, recommend, prescribe, use, administer, order, purchase or supply any medicinal product. Past, current or potential future business generated by the Entrants will not be a consideration in the selection criteria.

- 3. SPONSOR:** The Challenge is sponsored by Astellas Pharma US, Inc. ("Astellas" or "Sponsor"), an Illinois company with offices at 1 Astellas Way, Northbrook, IL 60062, USA.
- 4. CHALLENGE PERIOD:** The Challenge begins at 12:00:00 A.M. Central Time (CT) Zone in the United States on August 4, 2020 and ends at 11:59:59 P.M. CT on September 28, 2020 ("Challenge Period"). ENTRANTS ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTIONS.
- 5. HOW TO ENTER:** To enter the Challenge during the Challenge Period, complete the online entry form, describing an idea that addresses a critical challenge in cancer care. Medicines, medical solutions and/or any submissions that describe a treatment idea are ineligible. Eligible ideas include, but are not limited to, support tools, methods, educational efforts, programs, best practices, and technology.

Entrants must answer all required questions within the online entry form to be eligible for judging. Entries must be submitted in English.

Ideas will be evaluated based on the information included in the online entry form per the criteria below (see Section 7).

**LIMIT ONE (1) ENTRY PER ENTRANT THROUGHOUT THE CHALLENGE PERIOD.** Entrants may only use one (1) email address/account to participate in the Challenge. All entries must be received by 11:59 P.M. CT on September 28, 2020. Entries are void if they are in whole or part incomplete, altered, counterfeit, obtained through fraud, or late. All entries will be deemed made by the authorized account holder of the email address submitted at the time of entry, and the potential Winners may be required to show proof of being the authorized account holder for that email address. The "authorized account holder" is the natural person assigned to an email address by an Internet service provider, online service provider, or other organization responsible for assigning email addresses for the domain.

While Videos are not required as part of submission, they are strongly recommended. Each applicant may submit a Video no longer than one (1) minutes in length, in .mp4, .mov, .wmv, or .avi format, meeting the "Video Requirements," described below. The submission of a Video implies the giving of authorization by the Entrant for use to be made of the image of the Entrant by the Sponsor for any purpose in connection with the Challenge.

**6. VIDEO REQUIREMENTS:** In addition to meeting the criteria in section 5, each Video must also meet the following criteria:

- a) It must not be derogatory, offensive, threatening, defamatory, disparaging, libelous, or contain any content that is inappropriate, indecent, sexual, profane, tortious, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person, or otherwise does not comply with the theme and spirit of the Challenge.
- b) It must not contain content, material, or any element that is unlawful, or otherwise in violation of or contrary to any applicable federal, state, provincial or local laws and regulations in any state or other jurisdiction where Video is created.
- c) It must not contain any content, material, or element that displays any third-party advertising, slogan, logo, trademark, or otherwise indicates a sponsorship or endorsement by a third party or commercial entity or that is not within the spirit of the Challenge, as determined by Sponsor, in its sole discretion.
- d) It must be an original, unpublished work that does not contain, incorporate, or otherwise use any content, material, or element that is owned by or subject to any rights of a third party or entity.
- e) It cannot contain any content, element, or material that violates a third party's publicity, privacy, or intellectual property rights.

The Sponsor reserves the right, in its sole discretion, to disqualify any Entrant who submits a Video that does not meet the Video Requirements as determined by Sponsor.

- 7. WINNER SELECTION:** Online Entry Forms and Videos (“Entries”) will be judged by a panel of reviewers with significant healthcare, business, leadership, patient and/or cancer care experience (“Reviewers”). Entries may be reviewed on a rolling basis as soon as they are submitted. Ineligible and disqualified Entries will not be evaluated by the panel of reviewers.

All eligible entries will be evaluated on the criteria below. The percentage indicates the weighting of each criteria.

- Potential impact on people affected by cancer (30%)
- Originality/differentiation from existing solutions (30%)
- Scalability of idea (30%)
- Impact of the C<sup>3</sup> Prize on ability to further the idea (10%)

Astellas reserves the right not to award any prizes if the Entrants' ideas do not meet the criteria or are not considered prize-worthy.

#### Initial Evaluation to Select Semi-Finalists

Reviewers will independently evaluate each eligible entry and attribute a score of 1 to 10 for the above-listed criteria. Based on the weighting of each criteria and the compiled scores of all reviewers, Entries that receive the highest overall scores will be considered for the semi-final round. Reviewers will select the six (6) semi-finalists by committee from these high scoring applicants. Entrants acknowledge that judging of this kind is by its nature subjective. In the event a semi-finalist is disqualified for any reason, the entry that received the next highest total score will be chosen as the semi-finalist.

By November 10, 2020, the six (6) selected semi-finalists will be notified by email and/or phone, at Sponsor's discretion. If a semi-finalist does not respond to the notification attempt within five (5) days from the notification attempt, then such semi-finalist will be disqualified, and an alternate semi-finalist will be selected from among all eligible Entries based on the judging criteria described herein.

#### Evaluation to Select Finalists

In November 2020, each semi-finalist is required to participate in an interview via video conference or telephone lasting approximately 30-60 minutes. Semi-finalists should be prepared to present their idea and answer questions about the idea during this interview. Semi-finalists must also, to the extent permitted by law in the Semi-Finalist's jurisdiction of residence, consent to a background check to confirm eligibility (see Section 2) conducted by the Sponsor.

Following the interview, Reviewers will re-score each semi-finalist using the original criteria outlined above. Based on the weighting of each criteria and the compiled scores of all reviewers, semi-finalists that receive the highest overall scores will be considered for the final round. Reviewers will select the three (3) finalists by committee from these high scoring semi-finalists. Entrants acknowledge that judging of this kind is by its nature subjective. In the event a finalist is disqualified for any reason, the entry that received the next highest total score will be chosen as the semi-finalist.

Except where prohibited by law, each finalist will be required to sign and return a Declaration of Eligibility and Liability and Publicity Release and provide any additional information, such as that referenced in section 11 below, that may be required by Sponsor. Finalists must return all such required documents within five (5) days following attempted notification or such potential finalist will be deemed to have forfeited the prize and another potential finalist will be selected based on the judging criteria described herein. All notification requirements, as well as other requirements within these Rules, will be strictly enforced. Determinations of Reviewers are final and binding.

In December 2020, the three (3) finalists will be notified by email, mail and/or phone, at Sponsor's discretion. If a potential finalist does not respond to the notification attempt within five (5) days from the notification attempt, such potential finalist will be disqualified, and an alternate potential finalist will be selected from among all eligible, based on the judging criteria described herein.

#### Evaluation to Select Grand Prize Winner

In March 2021 (exact date TBD), the three (3) Grand Prize finalists will be required to present their ideas live to a panel of Judges (the "Finalist Pitch") to compete for the Grand Prize. Finalists must participate in the Finalist Pitch to be eligible to win the Grand Prize or either of the Innovation Prizes (awarded to the two runners up). The Finalist Pitch may take place in-person or virtually. If the Pitch takes place in-person, the Sponsor will cover reasonable travel costs for all finalists.

If a finalist is unable to participate in the Finalist Pitch, the finalist may seek approval from Sponsor to have a representative present on his or her behalf. This representative must be approved by Astellas and is subject to a background check.

Between Finalist notification in December 2020 and the Finalist Pitch, each finalist is encouraged to participate in the finalist preparation and coaching sessions facilitated by the Sponsor. Finalists may also be invited to share the news of their participation in media opportunities or through social media.

During the Finalist Pitch, each of the three (3) finalists will be required to present their idea and answer questions in front of a panel of Judges. The Finalist Pitch may be attended by an

audience, either in-person or digitally. Following the conclusion of each presentation, Judges will re-score each finalist using the original criteria outlined above. The Judges will select the Grand Prize winner by committee based on the compiled scores. The two (2) runners up will be selected as Innovation Prize Winners. Entrants acknowledge that judging of this kind is by its nature subjective. Following the Finalist Pitch, all finalists are expected to attend the winner announcement, which also may take place in-person or virtually.

#### Other Sources of Information

Between the time of Entry and the Finalist Pitch, information in the public domain may become available to reviewers. Reviewers may consider any publicly available information during any stage of the selection process if relevant to the criteria outlined above and the entrant's submission.

- 9. ODDS OF WINNING:** The odds of being awarded a prize depend on the number of eligible entries received and the quality of entries received. Sponsor anticipates approximately 300 Entrants, based on the number of Entrants in 2019; however, the number of Entrants could vary substantially from 2019.
- 10. PRIZES:** Three prizes will be awarded, on the basis of a written agreement between Astellas and each of the winners, as follows:
  - **Grand Prize (1):** A grant of \$100,000 USD and resources through program partners at the Sponsor's discretion. May include travel expenses to the Finalist Pitch event, as applicable. Sponsor may also, at its sole discretion, assist the Grand Prize winner in developing his/her idea. The total Approximate Value of the Grand Prize is \$200,000 USD.
  - **Innovation Prize (2):** A grant of \$50,000 USD and resources through program partners at the Sponsor's discretion. May include travel expenses to the Finalist Pitch event, as applicable. Sponsor may also, at its sole discretion, assist Innovation Prize Winner in developing his/her idea. The total Approximate Value of each Innovation Prize is \$100,000 USD.

The written agreement shall be framed in accordance with, and subject to, any Applicable Laws and Industry Codes of Practice in the country of establishment of the winner governing the making of payments from pharmaceutical companies to healthcare institutions and patient organizations.

Should travel be necessary, the actual market value may vary based on the commercial airport nearest the Finalist's permanent residence, as well as hotel fluctuations at the time of travel. Travel must be completed on dates specified by Sponsor or prize will be forfeited and Sponsor will have no further obligation to the Finalist.

The Finalist will be responsible for obtaining all required travel documents and inoculation (e.g., passport, visa, valid photo ID) prior to travel. All travel is subject to any and all restrictions instituted by the U.S. Department of Defense and/or Department of Homeland Security, as required. The Finalist is solely responsible for any and all expenses and incidental travel costs not expressly stated in the prize description herein, including but not limited to ground transfers between their residence and airport of departure, additional ground transportation while in the Finalist Pitch city location (TBD) not specified as part of the Prize, in-room charges (e.g., mini-bar, room service, telephone, movies), meals and beverages, gratuities, travel upgrades, baggage fees, and personal incidentals.

Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels or other transportation companies or any other persons providing any of these services and accommodations to passengers including any results thereof such as changes in services or accommodations necessitated by same. Sponsor shall not be liable for any loss or damage to baggage.

Finalists may be required to provide a valid major credit card or some other acceptable form of payment, as determined in the hotel's sole discretion upon hotel check-in and all in-room charges, telephone calls, meals, beverages, hotel upgrades, amenities, personal incidentals, and any other expenses charged to the Finalists' hotel room will be charged to that major valid credit card or deducted from the deposit provided.

If a Finalist becomes disabled or cannot otherwise fully enjoy the prize due to illness, Sponsor shall have the option at its sole discretion of being relieved of liability for fulfillment of the prize and no other compensation in lieu of the prize will be awarded. Finalists are responsible for obtaining their own medical and life insurance and the associated costs.

No transfer, substitution, or cash equivalent for prizes is allowed, except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize, in whole or in part, of equal or greater monetary value if a prize cannot be awarded, in whole or in part, as described for any reason. Value is subject to market conditions, which can fluctuate and any difference between Actual Market Value and Approximate Retail Value will not be awarded, subject to local regulations as applicable.

Challenge Entities have not made and are not making, and Challenge Entities are not responsible in any manner for any warranties, representations, or guarantees, express or implied, in fact or law, relating to the prize, or regarding the use, value or enjoyment of the prize, including, without limitation, its quality, mechanical condition, merchantability, or fitness for a particular purpose, with the exception of any standard manufacturer's warranty that may apply to the prize or any components thereto.



In the event that no entries are received, no prize will be awarded. Subject to the above provisions regarding prize substitutions, if there are at least four (4) submissions in compliance with the Rules and categories, all prizes will be awarded.

**11. TAXES:** RECEIPT OF PRIZES TO POTENTIAL WINNERS/FINALISTS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT TO SPONSOR ALL DOCUMENTATION REQUESTED BY SPONSOR TO PERMIT IT TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, PROVINCIAL, LOCAL AND FOREIGN TAX REPORTING AND WITHHOLDING REQUIREMENTS. THIS MAY REQUIRE THE SUBMISSION OF WINNER SOCIAL SECURITY NUMBERS OR ANY OTHER APPLICABLE IDENTIFYING INFORMATION FOR TAX REPORTING PURPOSES. ALL PRIZES WILL BE NET OF ANY TAXES SPONSOR IS REQUIRED BY LAW TO WITHHOLD. ALL TAXES IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNERS, REGARDLESS OF WHETHER TAXES HAVE BEEN SO WITHHELD. In order to receive a prize, potential Winners may be required to submit the tax documentation requested by Sponsor or otherwise required by applicable law, to Sponsor or the relevant tax authority, all as determined by applicable law, including, where relevant, the law of the potential Finalists' country of residence. Finalists are responsible for ensuring that (s)he complies with all the applicable tax laws and filing requirements. If a potential Winner fails to provide such documentation or comply with such laws, the prize may be forfeited, and Sponsor may, in its sole discretion, select alternative potential Winners.

**12. GENERAL CONDITIONS:** All EU level, national, federal, state, provincial and local laws and regulations apply. Sponsor reserves the right to disqualify any Entrant from the Challenge if, in Sponsor's sole discretion, it believes that the Entrant has attempted to undermine the legitimate operation of the Challenge by cheating, deception, or other unfair playing practices or annoys, abuses, threatens, or harasses any other Entrants, viewers, Sponsor, or the Judges.

**13. INTELLECTUAL PROPERTY RIGHTS:** As between Sponsor and the Entrant, the Entrant retains ownership of all intellectual and industrial property rights (including moral rights) in the contents of the form and Video. Entrants are responsible for securing proper intellectual property protections. Sponsor will not assume ownership responsibility. Entrants are responsible for ensuring they are not infringing on the intellectual property rights of another individual or entity and shall indemnify and hold the Sponsor harmless against all actions, damages, claims, losses or expense of every type and description to which the Sponsor may be subjected or put by reason of, or resulting from, such infringement.

As a condition of entry, Entrant grants Sponsor, its subsidiaries, agents, and partner companies, a perpetual, irrevocable, worldwide, royalty-free, and nonexclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display contents of the Entry Form, Video, and other materials created for the purpose of Entry or participation in the Challenge: (1) for the purposes of allowing Sponsor and the Judges to evaluate the Video for purposes of the Challenge, and (2) in connection

with advertising and promotion of the Astellas Oncology C<sup>3</sup> Prize and/or Sponsor via communication to the public or other groups, including, but not limited to, the right to make screenshots, animations, and Video clips available for advertising and promotional purposes.

#### 14. PRIVACY:

- a. **What personal information does Astellas collect and why?** Entrant acknowledges and agrees that Astellas may collect, store, share and otherwise use personal data provided about Entrant throughout the Challenge.

Astellas will collect information about Entrant from a variety of sources, including directly from Entrant and from: documents or forms that Entrant provides in order to participate in the Event; publicly available sources; CVs and resumes; and online and other databases and websites, which may be managed by third parties on Astellas' behalf.

Astellas will collect and use the following categories of personal data for the purpose described below:

- personal details such as Entrant's name, age, gender, and contact details; and
- professional details such as Entrant's place of practice, job title, the medical field in which the Entrant is active, Entrant's professional qualifications and scientific activities (such as previous clinical trial experience and participation in past or pending research studies with Astellas and other companies), publication of academic or scientific research and articles, and membership in associations and boards; and
- Astellas processes this information for administering the Challenge and verifying an Entrant's identity, postal address and telephone number in the event a Video qualifies for a prize and for marketing purposes as permitted by law.

- b. **Who does Astellas share Entrant's personal information with?**

Astellas will disclose Entrant's personal information to the following categories of recipients:

- to Astellas' **group companies, third party services providers, and partners** who provide data processing services to Astellas, or who otherwise process personal information for purposes that are described in this Privacy Notice or are notified to Entrant when we collect Entrant's personal information. A list of our current group companies is available [here](#);
- to any **competent law enforcement body, regulatory, government agency, court, or other third party** where Astellas believes disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish, or defend Astellas' legal rights, or (iii) to protect Entrant's vital interests or those of any other person;

- to a **potential buyer** (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of Astellas' business, provided that Astellas inform the buyer it must use Entrant's personal information only for the purposes disclosed in this Privacy Notice;
- to any **other person with Entrant's consent** to the disclosure.

c. **Legal basis for processing personal information (EEA based individuals only)**

If Entrant is an individual based in the European Economic Area, Astellas' legal basis for collecting and using the personal information described above is Astellas' legitimate interest in maintaining a relationship with Entrant. If Entrant has any queries about this legal basis, Entrant can contact Astellas using the contact details provided at the bottom of this Privacy Notice.

d. **How does Astellas keep my personal information secure?**

Astellas uses appropriate technical and organizational measures to protect the personal information that Astellas collects and processes about Entrant. The measures Astellas uses are designed to provide a level of security appropriate to the risk of processing Entrant's personal information.

e. **International data transfers**

Entrant's personal information is transferred to, and processed in, countries other than the country in which Entrant is a resident. These countries may have data protection laws that are different to the laws of Entrant's country (and, in some cases, may not be as protective).

Specifically, the servers that Astellas uses to host Entrant's personal data are located in the USA, and Astellas' group companies, third-party service providers, and partners operate around the world. This means that when Astellas collects Entrant's personal information Astellas may process it in any of these countries.

However, Astellas has taken appropriate safeguards to require that Entrant's personal information will remain protected in accordance with this Privacy Notice. These include implementing the European Commission's Standard Contractual Clauses for transfers of personal information between our group companies, which require all group companies to protect personal information they process from the EEA in accordance with European Union data protection law.

Astellas' Standard Contractual Clauses can be provided on request. Astellas has implemented similar appropriate safeguards with our third-party service providers and partners and further details can be provided upon request.

f. **Data retention**

Astellas retains personal information it collects from Entrant where it has an ongoing legitimate business need to do so (for example, to provide Entrant with a requested service or to comply with applicable legal, tax, or accounting requirements).

When Astellas has no ongoing legitimate business need to process the Entrant's personal information, Astellas will either delete or anonymize it or, if this is not possible (for example, because Entrant's personal information has been stored in backup archives), then Astellas will securely store the Entrant's personal information and isolate it from any further processing until deletion is possible.

**g. Entrants' data protection rights**

Entrants have the following data protection rights:

- If Entrant wishes to **access, correct, update or request deletion** of Entrant's personal information in accordance with applicable law, Entrant can do so at any time by contacting Astellas using the contact details provided under the "How to contact us" heading below.
- In addition, if Entrant is a resident in the European Economic Area, Entrant can **object to processing** of Entrant's personal information, ask Astellas to **restrict processing** of Entrant's personal information, or **request portability** of the Entrant's personal information. Again, Entrant can exercise these rights by contacting Astellas using the contact details provided under the "How to contact us" heading below.
- Entrant has the **right to complain to a data protection authority** about Astellas' collection and use of Entrant's personal information. For more information, Entrant can contact Entrant's local data protection authority. (Contact details for data protection authorities in the European Economic Area, Switzerland, and certain non-European countries (including the US and Canada) are available [here](#).)

Astellas responds to all requests it receives from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws.

**h. Updates to this Privacy Notice**

Astellas may update this Privacy Notice from time to time in response to changing legal, technical, or business developments. When Astellas updates this Privacy Notice, it will take appropriate measures to inform the Entrant, consistent with the significance of the changes it makes.

**i. How to contact us**

If Entrant has any questions or concerns about Astellas' use of Entrant's personal information or would like to exercise any of Entrant's rights—including to object to the

processing of Entrant's personal data in the way that is described here—then please contact Astellas' data protection officer using the following details: [AstellasPrivacy@Astellas.com](mailto:AstellasPrivacy@Astellas.com). The data controller of Entrant's personal information is Astellas Pharma US of 1 Astellas Way, Northbrook, IL 60062.

**15. PUBLICITY:** By accepting a prize, Entrant agrees to Sponsor and its agencies' use of his or her name and/or likeness, contents of form and Video for advertising and promotional purposes of the C<sup>3</sup> Prize without additional compensation, unless prohibited by law. As described in section 7, Entrants may be asked to complete a publicity release.

**16. WARRANTY AND INDEMNITY:** Entrants warrant that their form and Video are their own original work and, as such, they are the sole and exclusive owner and rights holder of the submitted form and Video and all content therein and that they have the right to submit the contents of form and Video in the Challenge and grant all required licenses without the need for any consent, permission, or approval of any other entity or person (including without limitation any consent, permission, or approval that might already have been obtained). Each Entrant agrees not to submit any content or Video that knowingly (1) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights, or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity, or confidentiality obligations; or (2) otherwise violates the applicable state, federal, provincial, or local law.

To the maximum extent permitted by law, each Entrant indemnifies and agrees to keep indemnified Challenge Entities at all times from and against any liability, claims, demands, losses, damages, costs, and expenses resulting from any act, default or omission of the Entrant and/or a breach of any representation or warranty set forth herein. To the maximum extent permitted by law, each Entrant agrees to defend, indemnify, and hold harmless the Challenge Entities from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees) arising out of or accruing from (a) any Video or other material uploaded or otherwise provided by the Entrant that infringes any copyright, trademark, trade secret, trade dress, patent, or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by the Entrant in connection with the Challenge; (c) any noncompliance by the Entrant with these Rules; (d) claims brought by persons or entities other than the parties to these Rules arising from or related to the Entrant's involvement with the Challenge; (e) acceptance, possession, misuse, or use of any prize or participation in any Challenge-related activity or participation in this Challenge; (f) any malfunction or other problem with the Challenge Site; (g) any error in the collection, processing or retention of entry information; or (h) any typographical or other error in the printing, offering, or announcement of any prize or winners.

- 17. ELIMINATION:** Any false or incorrect information provided within the context of the Challenge by any Entrant concerning identity, mailing address, telephone number, email address, ownership of right, or noncompliance with these Rules, or the like, may result in the immediate elimination of the Entrant from the Challenge.
- 18. INTERNET AND OTHER TECHNICAL ISSUES:** Challenge Entities are not responsible for any malfunction or for any late, lost, damaged, misdirected, incomplete, undeliverable, or destroyed forms or Videos due to system errors, failed, incomplete, or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost, or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the Internet or at the Challenge Site, or any combination thereof, including other telecommunication, cable, digital, or satellite malfunctions which may limit an Entrant's ability to participate.
- 19. RIGHT TO CANCEL, MODIFY OR DISQUALIFY:** If for any reason the Challenge is not capable of running as sponsor intended, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Challenge, Sponsor reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Challenge and if terminated, Sponsor may elect to determine the potential Winners for the Challenge from among all eligible Entrants received prior to action taken using the judging criteria specified above. Sponsor further reserves the right to disqualify any Entrant who violates these Official Rules or tampers with the submission process or any other part of the Challenge or Challenge Site. Any attempt by an Entrant to deliberately damage any website, including the Challenge Site, or undermine the legitimate operation of the Challenge is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek any and all remedies available from any such Entrant to the fullest extent of the applicable law.
- 20. NOT AN OFFER OR CONTRACT OF EMPLOYMENT:** Under no circumstances shall the submission of a Video into the Challenge, the awarding of a prize, or anything in these Rules be construed as an offer or contract of employment with either Sponsor, or the Challenge Entities. Entrant acknowledges that Entrant's form and Video (if submitted) has been submitted voluntarily and not in confidence or in trust. Entrant acknowledges that no confidential, fiduciary, agency, or other relationship, or implied-in-fact contract now exists between Entrant and Sponsor or the Challenge Entities and that no such relationship is established by Entrant's submission of a form and Video (if submitted) under these Rules.
- 21. LIMITATION OF LIABILITY:** Sponsor is not responsible for: (a) lost, late, damaged, destroyed, delayed, stolen, misdirected, incomplete or illegible entries, or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online

systems, computer equipment, website, server provider, network, hardware, or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process or the Contest; or (e) printing, typographical, electronic, or human errors which may occur in the offer or administration of the Challenge or the processing of entries. Entrants agree that any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering the Challenge (but not the development of the entry) but in no event attorneys' fees; and Entrants waive all rights to claim any punitive, incidental, consequential, and any other damages, other than for actual out-of-pocket expenses and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO ENTRANT.

**22. FORUM AND RECOURSE TO JUDICIAL PROCEDURES:** These Rules shall be governed by, subject to and construed in accordance with the laws of the State of Illinois, United States of America, excluding all conflict of law rules. If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief, or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Challenge are hereby excluded, and all Entrants expressly waive any and all such rights.

**23. ARBITRATION:** By entering the Challenge, Entrant agrees that exclusive jurisdiction for any dispute, claim, or demand related in any way to the Challenge will be decided by binding arbitration. All disputes between Entrant and Sponsor of whatsoever kind or nature arising out of these Rules, shall be submitted to Judicial Arbitration and Mediation Services, Inc. ("JAMS") for binding arbitration under its rules then in effect in the State of Illinois, USA, before one arbitrator to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred.

**24. WINNER'S LIST:** Entrant may view the Finalists list online after they are announced by March 2021.