

**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 CONTEST.**

**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 BRAZIL, 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 who will choose the winning Entrants (defined below) in accordance with these 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 Official Rules (“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 Brazil, Crimea, Cuba, Iran, Syria, North Korea, or Sudan; (4) not be a person or entity under U.S. export controls or sanctions; and (5) have access to the Internet as of May 30, 2018. Astellas may subject Entrants who are selected as potential Semi-finalists (see section 8 below) to background checks for felony criminal convictions and Entrants agree that they will provide any additional necessary information or consents necessary for this purpose to be eligible as a Semi-finalist. Failure to provide additional information or consents will be grounds for disqualification, unless prohibited under applicable law. Challenge is void in Brazil, 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 (“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. Sponsor reserves the right to verify eligibility and to adjudicate on any dispute at any time.

If Entrants are entering as part of a company 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. 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. It is not necessary for Healthcare Provider Entrants to prescribe, or intend to prescribe in the future, any medicine or product marketed by Astellas, and this 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 May 30, 2018 and ends at 11:59:59 P.M. CT on July 25, 2018 ("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 form, describing an idea to develop an innovation that addresses a major issue in cancer care, and represents specific challenges encountered in the developing world, including but not limited to, one of the following areas:

- i. Navigation
  - Innovative tools, methods or processes are needed to help guide patients living with cancer and their loved ones through the healthcare system and to reduce the burden of decision making, so that patients are able to better focus on their personal health.
- ii. Adherence
  - Innovative tools, methods or processes are needed to help patients living with cancer be more successful in adhering to a treatment plan and to help increase medication compliance.
- iii. Care Coordination

- Innovative tools, methods or processes are needed to provide clarity and ease to patients living with cancer and caregivers around improving how care is networked, coordinated and delivered.

iv. Survivorship

- Innovative tools, methods or processes are needed to develop support systems for patients, caregivers and others impacted by cancer as more people live longer with the disease or live longer cancer-free.

Applicants will be required to choose one (1) of the following three (3) categories for their submission:

- Support Tools:
  - For cancer patients, caregivers and physicians who have access to the internet, there are a number of available online support tools, such as support groups and forums. However, in the developing world, patients may not be able to access these online tools and need to receive support in a different way. Entries in this category seek to provide patients around the world with access to support resources. Submission ideas can include tools, methods or processes that help create support systems or provide support and encouragement for patients, caregivers and others impacted by cancer; can include support in navigating the system and/or adhering to a treatment plan;
- Educational Tools:
  - A cancer diagnosis is a life changing event, but many patients do not have the information they need to make the most of the resources that may be available to them. Educational tools help patients learn about cancer, the treatment process, and available resources. This is especially important in the developing world, where educational awareness programs about cancer may be less prevalent. Submission ideas can include tools, methods or processes that educate patients, caregivers and others impacted by cancer, through all aspects of the journey, whether that be at the time of a diagnosis, during treatment or post-treatment;
- Technology:
  - More people than ever before are connected by mobile devices and the internet, and tools that make the most of this can help patients and caregivers in developing nations better manage cancer treatment and recovery. Any technological device, digital health tool or app will fall into this category.

Ideas may not be entered into multiple categories. Applicants should choose the one (1) category they feel is the best fit for their application. Judges have the ability to override the applicants choice of

submission category and place the submission into the category they believe is most appropriate, if necessary.

While videos are not required as part of submission, they are strongly recommended. Each applicant may submit a Video no longer than two (2) minutes in length, in .mp4, .mov, .wmv or .avi format, meeting the "Video Requirements," described below. After reviewing the form and making the video, if applicable, visit [www.C3Prize.com](http://www.C3Prize.com) and follow the instructions to complete the online form provided and upload your Video to enter.

LIMIT ONE (1) VIDEO ENTRY PER ENTRANT THROUGHOUT THE CHALLENGE PERIOD. Entrants may only use one (1) email address/account as part of your form to participate in the Challenge. All Videos must be received by 11:59 P.M. CT on July 25, 2018 and subsequently received Videos will be disqualified. Videos are void if they are in whole or part incomplete, altered, counterfeit, obtained through fraud, or late. All Videos will be deemed made by the authorized account holder of the email address submitted at the time of entry, and the potential Category 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.

**6. VIDEO REQUIREMENTS:** In addition to meeting the criteria in section 6 above, 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. JUDGING:** Online forms and Videos will be judged by a panel of experts (“Judges”) after all submissions have been received. Judges have significant healthcare and/or patient care experience. Online forms and Videos (if submitted) will be evaluated by the Judges based on the following criteria: (i) extent to which idea reflects application category (15%); (ii) plausibility of idea (30%); (iii) creativity and originality of innovation (30%); and (iv) ability of Entrant to operationalize/implement the innovative idea for future application (25%).

Judges will evaluate each entry and attribute a score of 1 to 10 for each of the above-listed criteria. The three (3) Entrants that receive the highest overall scores in each of the three categories will be selected as potential Semi-finalists, for a total of nine (9) potential Semi-finalists. In the event of a tie, the Entrant(s) that received the higher score from the Judges in the category of “plausibility of idea” will be selected as the Semi-finalist. If there is still a tie, the tied entries will be re-judged by a different panel of qualified judges as determined by the Sponsor. 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. Entrants acknowledge that judging of this kind is by its nature subjective. Semi-finalists will participate in an interview via video conference or telephone to present their idea.

On or about August 8, 2018, the nine (9) selected potential Semi-finalists will be notified by email, mail and/or phone, at Sponsor’s discretion. If a potential Semi-finalist does not respond to the notification attempt within five (5) days from the notification attempt, then such potential Semi-finalist will be disqualified and an alternate potential Semi-finalist will be selected from among all eligible Entrants based on the judging criteria described herein. Between August 8, 2018 and August 22, 2018, each potential Semi-finalist is required to participate in an interview via video conference or telephone lasting approximately 30-60 minutes and to the extent permitted by law in the Semi-finalist’s jurisdiction of residence, consent to a background check to confirm eligibility (i.e., no felony conviction) conducted by the Sponsor. Following confirmation of eligibility, the (9) Semi-finalists will be re-scored using the original criteria outlined above. The one (1) Semi-finalist from each category with the highest overall score in each category will be selected as the Category Winners and eligible to compete for the Grand Prize. On or about August 24, 2018, the three (3) potential Category Winners will be selected and notified by email, mail and/or phone, at Sponsor’s discretion. Except where prohibited by law, each potential Category Winner 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. Potential Category Winners must return all such required documents within five (5) days following attempted notification or such potential Category Winner will be deemed to have forfeited the prize and another potential Category Winner 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 judges are final and binding.

**8. CATEGORY WINNER JUDGING SESSION:** Each of the three (3) Category Winners will receive a trip to the Union for International Cancer Control (UICC) World Cancer Congress scheduled to take place in Kuala Lumpur, Malaysia from October 1, 2018 to October 4, 2018 to present their innovative idea. Each Category Winner will receive the opportunity to present their idea and answer questions in front of a panel of experts. The experts will review each of the presentations based on the following criteria to apply new scores (i) plausibility of idea (30%); (ii) creativity and originality of innovation (30%); (iii) ability of Entrant to operationalize/implement the innovative idea for future application (25%); and (iv) audience voting (15%). The UICC World Cancer Congress audience will be able to vote live immediately following the conclusion of all three (3) Category Winner pitches. Voting will be conducted via UICC's Congress app and audience results will be compiled and weighted as an additional judge. The one (1) Winner presentation that receives the highest overall score will be selected as the potential Grand Prize winner and announced on or about October 4, 2018. The same procedures described above for a tie will apply here.

**9. ODDS OF WINNING:** The odds of being selected a Category Winner depend on the number of eligible entries received and the quality of entries received. Sponsor anticipates approximately 130 Entrants, based on the number of Entrants in 2017, however, the number of Entrants could vary substantially from 2017.

**10. PRIZES:** Three (3) types of prizes will be awarded as follows:

Grand Prize (1): A grant of \$50,000 USD and a one year nights and weekends membership to MATTER. Astellas 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 \$52,350 USD.

Category Winners (2) (Grand Prize winner excluded): A grant of \$25,000 USD and a one year nights and weekends membership to MATTER. Astellas may also, at its sole discretion, assist Category Winners in developing his/her idea. The total Approximate Value of each Category Winner Prize is \$27,350 USD.

Winner Prizes (3): Each of the Category Winners will receive a four (4) day, three (3) night trip to Kuala Lumpur, Malaysia. Includes economy class air transportation from a major international gateway airport closest to winner's home (as determined by Sponsor in its sole discretion) to Kuala Lumpur, Malaysia, arrival and departure transfers between the airport and hotel, three (3) night hotel accommodations at a hotel designated by Sponsor. The total Approximate Value of each Category Winner Prize is \$2,350 USD. The actual market value of each Category Winner Prize may vary based on the commercial airport nearest Category Winner'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 such Category Winner. Category Winner will be responsible for obtaining all required travel documents and inoculation (e.g., passport, visa, valid photo ID) prior to travel. Category Winners are solely responsible for any and all expenses and incidental travel costs not expressly stated in the Winner prize description herein, including but not limited to ground transfers between Category Winner's residence and airport of departure, additional ground transportation while in Kuala Lumpur, Malaysia 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. Category Winners 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 Category Winner's hotel room will be charged to that major valid credit card or deducted from the deposit provided. 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. If a Category Winner 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. Category Winners are responsible for obtaining their own medical and life insurance and the associated costs. 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.

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. 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 three (3) submissions in compliance with the rules and categories, all prizes will be awarded.

**11. TAXES:** RECEIPT OF PRIZES TO POTENTIAL WINNERS/CATEGORY WINNERS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT TO ASTELLAS ALL DOCUMENTATION REQUESTED BY ASTELLAS 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 FOR TAX REPORTING PURPOSES. ALL PRIZES WILL BE NET OF ANY TAXES ASTELLAS IS REQUIRED BY LAW TO WITHHOLD. ALL TAXES IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNERS/CATEGORY WINNERS, REGARDLESS OF WHETHER TAXES HAVE BEEN SO WITHHELD. In order to receive a prize, potential Category Winners may be required to submit the tax documentation requested by Astellas or otherwise required by applicable law, to Astellas or the relevant tax authority, all as determined by applicable law, including, where relevant, the law of the potential Category Winner's country of residence. The potential Category Winners are responsible for ensuring that (s)he complies with all the applicable tax laws and filing requirements. If a potential Category Winner fails to provide such documentation or comply with such laws, the prize may be forfeited and Astellas may, in its sole discretion, select alternative potential Category Winners.

**12. GENERAL CONDITIONS:** All federal, state, provincial and local laws and regulations apply. Astellas reserves the right to disqualify any Entrant from the Challenge if, in Astellas' 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, Astellas or the Judges.

**13. INTELLECTUAL PROPERTY RIGHTS:** As between Astellas 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. Astellas will not assume ownership responsibility. Entrants are responsible for ensuring they are not infringing on the intellectual property rights of another individual or entity. As a condition of entry, Entrant grants Astellas, its subsidiaries, agents and partner companies, a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display contents of the form and Video: (1) for the purposes of allowing Astellas and the Judges to evaluate the Video for purposes of the Challenge, and (2) in connection with advertising and promotion of the C<sup>3</sup> Prize 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: 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 you from a variety of sources, including directly from you and from: documents or forms that you provide 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 your name, age, gender and contact details; and
- professional details such as your place of practice, job title, the medical field in which you are active, your 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.

#### **Who does Astellas share Entrant's personal information with?**

Astellas will disclose your 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 notified to you when we collect your personal information. A list of our current group companies is available here <https://www.astellas.com/en/worldwide>;
- 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 your 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 your personal information only for the purposes disclosed in this Privacy Notice;
- to any **other person with your consent** to the disclosure.

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

If you are 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 you have any queries about this legal basis, please contact Astellas using the contact details provided at the bottom of this Privacy Notice.

### **How does Astellas keep my personal information secure?**

Astellas uses appropriate technical and organisational measures to protect the personal information that Astellas collects and processes about you. The measures Astellas uses are designed to provide a level of security appropriate to the risk of processing your personal information.

### **International data transfers**

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

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

However, Astellas has taken appropriate safeguards to require that your 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.

Our Standard Contractual Clauses can be provided on request. We have implemented similar appropriate safeguards with our third party service providers and partners and further details can be provided upon request.

### **Data retention**

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

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

## Your data protection rights

You have the following data protection rights:

- If you wish to **access, correct, update or request deletion** of your personal information in accordance with applicable law, you can do so at any time by contacting us using the contact details provided under the “How to contact us” heading below.
- In addition, if you are resident in the European Economic Area, you can **object to processing** of your personal information, ask us to **restrict processing** of your personal information or **request portability** of your personal information. Again, you can exercise these rights by contacting us using the contact details provided under the “How to contact us” heading below.
- You have the **right to complain to a data protection authority** about our collection and use of your personal information. For more information, please contact your 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.

## 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, Astellas will take appropriate measures to inform you, consistent with the significance of the changes Astellas make.

## How to contact us

If you have any questions or concerns about our use of your personal information, or would like to exercise any of your rights -- including to object to the processing of your 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 your 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 non-compliance 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 non-compliance 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, Astellas reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Challenge and if terminated, Astellas may elect to determine the potential Category Winners for the Challenge from among all eligible Entrants received prior to action taken using the judging criteria specified above. Astellas 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, Astellas 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 Astellas, 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 Astellas 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:** Astellas 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 Contest 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 Contest (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 YOU.

**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 Astellas 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:** You may request a list of Category Winners after October 15, 2018 by sending a self-addressed stamped envelope to: C<sup>3</sup> Prize Winners, c/o Colin McBean, 1 Astellas Way S5.203, Northbrook, IL 60062.