

**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 May 13, 2019; (6) be permitted by the applicable laws, regulations, professional and industry codes of conduct in your country of establishment and residence ("Applicable Laws and Regulations") 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 Regulations governing your participation in the Challenge and receipt of a prize, including but not limited to the Applicable Laws and Regulations governing the public disclosure of information concerning transfers of value from pharmaceutical companies to healthcare professionals and healthcare institutions ("Sunshine Laws").

Astellas is not permitted by Applicable Laws and Regulations 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, Australia, or Canada. Subject to the provisions of the Applicable Laws and Regulations, 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. Astellas is also not permitted to grant a prize to associations of healthcare professionals established in these countries. Entrants in these countries must, therefore, be healthcare institutions established in accordance with and recognized by the applicable national laws. Similar restrictions may apply in other countries.

Astellas reserves the right to require any Entrant subject to the above restrictions to resubmit their application on behalf of a healthcare institution. Failure by an Entrant to make such a resubmission will render the application ineligible.

Astellas may subject Entrants who are selected as potential finalists (see section 8 below) to background checks for felony criminal convictions and for compliance with the Applicable Laws and Regulations 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. 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 ("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 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 May 13, 2019 and ends at 11:59:59 P.M. CT on July 15, 2019 ("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 a new emerging idea or fully-developed idea that addresses a major issue in cancer care. The ideas can be in any form including, but not limited to, support tools, methods, educational efforts, programs, best practices, and technology. Entrants should choose one (1) of the following three (3) categories for their submission:
  - **Cancer Care Journey:** Ideas that help lessen day-to-day burdens for patients and caregivers. Ideas could improve communication, coordinate transportation, reduce the burden of decision making, improve patients and caregivers' mental, emotional, or physical outlook, and/or address another aspect of the care journey.
  - **Cancer Health Disparities:** Ideas to remove, reduce, and alleviate burdens of cancer that disproportionately affect certain populations, including disparities in complications, survivorship, screening and detection, overall incidence, and other burdens that patients in certain populations and their caregivers face.
  - **Cancer Survivorship:** Ideas to help cancer survivors and their loved ones have a better life after cancer treatment, as more people live longer with cancer or live longer cancer-free yet are still deeply affected physically and emotionally.

Entrants should choose the one (1) category they feel best fits their idea. Judges have the ability to override the Entrants' 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.

**LIMIT ONE (1) VIDEO ENTRY PER ENTRANT THROUGHOUT THE CHALLENGE PERIOD.** Entrants may only use one (1) email address/account to participate in the Challenge. All Videos must be received by 11:59 P.M. CT on July 15, 2019. 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 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 5 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, business, leadership, patient and/or cancer care experience.

Online forms and Videos (if submitted) will be evaluated to determine if the entry will be considered for the Grand Prize/Innovation Prize or the Emerging Ideas Prize. Judges will designate ideas to be scored by the Emerging Ideas Prize criteria if they have high potential impact for patients and caregivers but need additional work and cultivation before implementing.

Online forms and Videos (if submitted) being evaluated for the Grand Prize/Innovation Prize ("Grand Prize/Innovation Prize entries") will be judged on the criteria below:

- **Grand Prize/Innovation Prize Criteria**
  - Feasibility of innovation, including ability of entrant to operationalize/implement the innovative idea for future application within six to 12 months of receiving the grant (40%)

- Potential impact of innovation on people affected by cancer (40%)
- Creativity and originality of innovation (10%)
- Vision for sharing and socializing innovation across multiple audiences, to reach more people with this impactful idea/tool (10%)

Online forms and Videos (if submitted) being evaluated for the Emerging Ideas Prize ("Emerging Ideas Prize entries") will be judged on the criteria below:

- **Emerging Ideas Prize Criteria**

- Potential impact of innovation on people affected by cancer (50%)
- Creativity and originality of innovation (20%)
- Feasibility of innovation, with additional support (20%)
- Vision for sharing and socializing innovation across multiple audiences, to reach more people with this impactful idea/tool (10%)

Each entry will be evaluated and attributed a score of 1 to 10 for the above-listed criteria. Grand Prize/Innovation Prize entries that receive the highest overall scores based on the Grand Prize/Innovation Prize criteria, and Emerging Idea Prize entries that receive the highest overall scores based on the Emerging Idea Prize criteria will be selected for the Semi-Final round. There will be nine (9) Semi-Finalists. In the event of a tie, the Entrant(s) that received the higher score from the Judges in the criteria of "Potential Impact of Innovation" 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 in September 2019.

In August 2019, 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. In September 2019, each 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 (e.g., no felony conviction) conducted by the Sponsor. Following confirmation of eligibility, the (9) Semi-Finalists will be re-scored using the respective original criteria outlined above.

The three (3) Semi-Finalists with the highest overall scores based on the Innovation Prize/Grand Prize Criteria will be selected as the Innovation Prize Winners and eligible to compete as Finalists for the Grand Prize. There will be a total of three (3) Innovation Prize Winners eligible to

compete for the Grand Prize. The one (1) Semi-Finalist with the highest overall scores based on the Emerging Ideas Prize criteria will be selected as the one (1) Emerging Ideas Winner.

In the event of a tie in the Semi-Finalist scoring, the Entrant that received the higher score from the Judges in the category of "Potential Impact of Innovation" will be selected as 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 Finalist is disqualified for any reason, the entry that received the next highest total score will be chosen as the Finalist. Entrants acknowledge that judging of this kind is, by its nature, subjective.

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 judges are final and binding.

In September 2019, the four (4) Winners (three (3) Innovation Prize Winners and one (1) emerging ideas Winner) 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.

The Judges reserve the right not to award any prizes if the Entrants' ideas do not meet the criteria or are not considered prize-worthy. Judges also reserve the right to award prizes in more than one category if applicable.

- 8. GRAND PRIZE FINALIST JUDGING SESSION:** In October 2019 (exact date TBD), each of the three (3) Grand Prize Finalists and one (1) Emerging Ideas Winner will receive a trip to the live Pitch & Prize event (location TBD), during which each of the three (3) Grand Prize Finalists will have the opportunity to present their idea and answer questions in front of a panel of Judges to compete for the Grand Prize. The one (1) Emerging Ideas Winner will also have the opportunity to present their idea but will not compete during the live event.

Between the time of Finalist notification in September and the Live Pitch & Prize event, each Finalist is encouraged to participate in the Finalist preparation and coaching sessions facilitated by the Sponsor.

The Judges will review each of the three (3) Innovation Prize/Grand Prize Finalists' presentations at the event using the criteria below with each entry being judged under each set of criteria:

- **Grand Prize/Innovation Prize Criteria**
  - Feasibility of innovation, including ability of entrant to operationalize/implement the innovative idea for future application within six to 12 months of receiving the grant (40%)
  - Potential impact of innovation on people affected by cancer (40%)
  - Creativity and originality of innovation (10%)
  - Vision for sharing and socializing innovation across multiple audiences, to reach more people with this impactful idea/tool (10%)

The Judges will vote immediately following the conclusion of all three (3) Finalist pitches and attribute a score of 1 to 10 for each of the above-listed criteria. The one (1) Finalist presentation that receives the highest overall score will be selected as the Grand Prize Winner. The two (2) runners up will be selected as Innovation Prize Winners. The same procedures described above for a tie will apply here.

**9. ODDS OF WINNING:** The odds of being awarded the prize in any of the categories depend on the number of eligible entries received and the quality of entries received. Sponsor anticipates approximately 200 Entrants, based on the number of Entrants in 2018; however, the number of Entrants could vary substantially from 2018.

**10. PRIZES:** Four prizes will be awarded, on the basis of a written agreement between Astellas and the winners, as follows:

- **Grand Prize (1):** A grant of \$100,000 USD and travel expenses to the live pitch event. 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 \$150,000 USD.
- **Innovation Prize (2):** A grant of \$45,000 USD and travel expenses to the live pitch event. Sponsor may also, at its sole discretion, assist Innovation Prize Winners in developing his/her idea. The total Approximate Value of each Innovation Prize is \$50,000 USD.
- **Emerging Ideas Prize (1):** A grant of \$10,000 USD and travel expenses to the live pitch event. The total Approximate Value of each Emerging Ideas Prize is \$15,000 USD.

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 Live Pitch & Prize 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.

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. 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 form and Video: (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 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:**

- 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 (date TBD).