

Terms and conditions of the Challenge

Last updated on January 15th 2020

FIRST.- ORGANIZATION AND PURPOSE

- 1.1 The purpose of these Terms and Conditions is to regulate the participation in Derma Pitch Competition (hereinafter, the “Challenge”).
- 1.2 The Challenge is organized by Novartis Farmacéutica, S.A. with registered office in Barcelona, Gran Via de les Corts Catalanes, nº 764 (08013) and tax number A-08.011.074, (hereinafter, the “Organization”).
- 1.3 The aim of the Challenge is to attract and identify startups around the world that can help to solve specific healthcare challenges.

SECOND.- ELEGIBILITY

- 2.1 Candidates of the Challenge shall be legal persons (companies, start-ups, associations...) with legal capacity to undertake legal obligations.
- 2.2. Legal persons cannot enter the Challenge if:
 - (i) Employ an employee (or a first grade relative of an employee) of Novartis Farmacéutica, S.A. or any of the Novartis Group of companies or any of their affiliates;
 - (ii) Employ an employee (or a first grade relative of an employee) of the companies, publicity agencies or promotion agencies involved in the Challenge, or an employee of any of their affiliates.
 - (iii) Do neither have full ownership of the idea and/or do not have the right to use the intellectual property rights in the context of the idea proposed.
 - (iv) Do not authorize to allow their idea to move through to the final stages (if selected as a finalist).
 - (v) Are partially or totally funded by any other company in the pharmaceutical sector.
- 2.3 The Organization will exclude any participant that breaches any required condition. Moreover, the Organization reserves the right to restrict participation at its sole discretion.
- 2.4 Online participation shall not be accepted and hence the physical presence of representatives of the legal person on 25 February 2020 in Barcelona is compulsory.
- 2.5. All legal persons participating must ensure they comply with the Spanish and European applicable legislation and, in particular, regulations on Data Privacy.

THIRD.- APPLICATION

- 3.1 Applications shall be done through the following website: www.dermapitchcompetition.com

3.2. An application form will be available from 18 December 2020 until 23 January 2020. The Organization reserves the right to extend such deadline.

FOURTH.- THE CHALLENGE

4.1 The Organization is looking for digital tools/resources to be applied to help patients to take accountability for their dermatology care. After reviewing all applications, a maximum of six (6) finalists will be selected to pitch their project on 25 February 2020 on the Mobile World Congress (MWC) in Barcelona. The Organization will cover a maximum 1000€ per legal person participating in concept of travel and passes to enter MWC expenses (2 passes maximum per startup). Food and beverage will be provided by the Organization during the competition in Barcelona.

4.2 The Organization will be not responsible for the cost of accommodation or other expenses required in order to participate in the Challenge.

4.3 The Organization will provide more extensive information about the Challenge in the following website: www.dermapitchcompetition.com

FIFTH.- SELECTION

5.1 A panel of Novartis Farmacéutica, S.A. representatives and external judges will review competition entries and select finalists. The finalists will attend the competition on 25 February 2020 in Barcelona. The winner of the Challenge will be announced on the same day of the competition.

SIXTH.- WINNER

6.1 Selection to participate or winning the Challenge does not automatically qualify the winner to be enrolled as a supplier of Novartis.

SEVENTH.- RESERVATIONS AND LIMITATIONS

7.1 The falsification and/or concealment of any data entails the disqualification of any participant/team.

7.2 Participants guarantee that the projects will be made without incorporating content which has intellectual and/or industrial property rights from themselves or from third parties. In any case, participants ensure that the projects and their information are voluntarily contributed to this Challenge and will not infringe rights of third parties or have in their case all the authorizations needed to participate in this contest, nor are offensive or demeaning, or encourage violence, racism or violate fundamental rights and public freedoms recognized by the applicable laws and the protection of children and youth, not constitute or imply an invasion of personal or

family privacy of individuals and a violation of the law the honour of others or the confidentiality of communications.

7.3 The Organization may expel any participant that does not comply with the terms and conditions of the Challenge, as long as they are not for reasons of force majeure.

7.4 The Organization reserves the right to disqualify the participants/teams that present projects with viruses or other malicious components that could damage, interfere or violate the security of the system or systems.

7.5 All information, documentation, and data resources put directly or indirectly at the disposal of the participants/teams by the Organization shall be treated with confidentiality, not being able to be made known or transmitted in any way to third parties by the participants/teams, nor commercially exploited. Likewise, the Organization undertakes to maintain confidentiality on those proposals that are not selected to participate.

EIGHTH.- INTELLECTUAL AND INDUSTRIAL PROPERTY

8.1 Participants grant to the Organization a sharing and exclusively free use license about their project, without territorial and transferable to other entities of Novartis without limitation so it can exercise its right to total or partial reproduction by any means and in any form, the translation, adaptation, arrangement or any other transformation thereof, in any form.

8.2 Without prejudice to the provisions of the preceding paragraph, in the event that the participant wants to market its project or use it for any other purpose, they have to ask Novartis for permission. In the case of not reaching an economic agreement, Novartis will maintain its non-exclusive license.

NINTH.- IMAGE RIGHTS

9.1 Participants expressly authorize to capture their image and/or voice and transfer their rights of image and/or voice and its use, edition, diffusion and exploitation, total or fragmented, on such images so that they can be used by the Organization, including its adaptation, total or partial, in the activity, in any medium, format or support that the Organization deems appropriate.

9.2 The Organization may exercise these rights either directly or through their total or partial assignment to any entities that form part of the Novartis Group, as well as to third parties that,

in the name and on behalf of the Organization, provide services related to the rights the participants assign.

9.3 For the appropriate purposes, the participants expressly confirm that there is no impediment whatsoever to assign to the Organization the mentioned Image Rights. The present authorization is made exclusively, free of charge or compensation, for any country in the world and for the maximum period permitted by regulations.

TENTH.- ETHICS

10.1 Participants agree to comply with the following requirements on the assessment criteria of the competition and ethical code:

10.2 Participation cannot be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity.

10.3 Participation cannot promote illegal drugs or firearms (or the use of any of the foregoing), or any activities that may appear unsafe or dangerous, or any particular political agenda or message.

10.4 Participation cannot be obscene or offensive, endorse any form of hate or hate group.

10.5 Participation cannot defame, misrepresent or contain disparaging remarks about the Organization or their products or services, or other people, products or related companies to the Organization.

10.6 Participation cannot contain any trademarks, logos owned by others or advertise or promote any brand or product of any kind.

10.7 Participation cannot contain any personal identification, such as license plate numbers, personal names, and email addresses of Novartis.

10.8 Participation cannot contain copyrighted materials owned by others.

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

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

ELEVENTH.- DATA PRIVACY

11.1 The participant consent that their personal data that will be process by Novartis according to the established in this Terms and Conditions and in this clause.

11.2 NOVARTIS FARMACÉUTICA, S.A. ("Novartis"), with registered office at Gran Via de les Corts Catalanes, nº 764, C.P. 08013, Barcelona (Spain) is going to process information about you which constitutes "personal data" and the Novartis group considers the protection of your personal data and privacy a very important matter.

11.3 Novartis is responsible for the processing of your personal data as it decides why and how it is processed, thereby acting as the "controller". In this Privacy Notice, "we" or "us" refers to Novartis.

We invite you to carefully read this Novartis Privacy Notice, which sets out in which context we are processing your personal data and explains your rights and our obligations when doing so.

Should you have any further question in relation to the processing of your personal data, we invite you to contact us sending an email to: dpospain.novartis@novartis.com

11.3.1 What information do we have about you?

We may collect various types of personal data about you, including the information that you provide in order to participate in the Challenge, the information that can be generated during the activity and the information that you can provide to us after the activity.

If you intend to provide us with personal data about other individuals (e.g. other data subjects that are going to participate in your team), you must provide a copy of this Privacy Notice to the relevant individuals.

11.3.2. For which purposes do we use your personal data and why is this justified?

11.3.2.1. Legal basis for the processing

We will not process your personal data if we do not have a proper justification foreseen in the law for that purpose. Therefore, we will only process your personal data if:

- we have obtained your prior consent;
- the processing is necessary to comply with our legal or regulatory obligations; or
- the processing is necessary for our legitimate interests and does not unduly affect your interests or fundamental rights and freedoms.

Please note that, when processing your personal data on this last basis, we always seek to maintain a balance between our legitimate interests and your privacy. Examples of such 'legitimate interests' are data processing activities performed:

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

11.3.2.2. Purposes of the processing

We always process your personal data for a specific purpose and only process the personal data which is relevant to achieve that purpose. In particular, we process your personal data for the following purposes:

- Manage the participation during the activity (inscription, etc) and after the activity (prizes); any other purpose established in this Terms and Conditions;
- keep the data after the activity in order to invite the participant to be a part of other Novartis activities in the future;
- manage our IT resources, including infrastructure management and business continuity;
- preserve the company's economic interests and ensure compliance and reporting (such as complying with our policies and local legal requirements, tax and deductions, managing alleged cases of misconduct or fraud, conducting audits and defending litigation);
- manage mergers and acquisitions involving our company;
- archiving and record-keeping;
- billing and invoicing; and
- any other purposes imposed by law and authorities.

11.3.3. Who has access to your personal data and to whom are they transferred?

We will not sell, share, or otherwise transfer your personal data to third parties other than those indicated in this Privacy Notice.

In the course of our activities and for the same purposes as those listed in this Privacy Notice, your personal data can be accessed by or transferred to the following categories of recipients on a need to know basis to achieve such purposes:

- our personnel (including personnel, departments or other companies of the Novartis group);
- our independent agents or brokers (if any);
- our other suppliers and services providers that provide services and products to us;
- our IT systems providers, cloud service providers, database providers and consultants;
- any third party to whom we assign or novate any of our rights or obligations; and
- our advisors and external lawyers in the context of the sale or transfer of any part of our business or its assets.

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

Your personal data can also be accessed by or transferred to any national and/or international regulatory, enforcement, public body or court, where we are required to do so by applicable law or regulation or at their request.

The personal data we collect from you may also be processed, accessed or stored in a country outside the country where Novartis is located, which may not offer the same level of protection of personal data.

If we transfer your personal data to external companies in other jurisdictions , we will make sure to protect your personal data by (i) applying the level of protection required under the local data protection/privacy laws applicable to Novartis, (ii) acting in accordance with our policies and standards and, (iii) for Novartis located in the European Economic Area (i.e. the EU Member States plus Iceland, Liechtenstein and Norway, the "**EEA**"), unless otherwise specified, only transferring your personal data on the basis of standard contractual clauses approved by the European Commission. You may request additional information in relation to international transfers of personal data and obtain a copy of the adequate safeguard put in place by exercising your rights as set out in Section 0 below.

For intra-group transfers of personal data, the Novartis Group has adopted Binding Corporate Rules, a system of principles, rules and tools, provided by European law, in an effort to ensure effective levels of data protection relating to transfers of personal data outside the EEA and Switzerland. Read more about the Novartis Binding Corporate Rules in www.novartis.es section: "Protección de datos: tus derechos".

11.3.4. How do we protect your personal data?

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

These measures take into account:

- (i) the state of the art of the technology;
- (ii) the costs of its implementation;
- (iii) the nature of the data; and
- (iv) the risk of the processing.

The purpose thereof is to protect it against accidental or unlawful destruction or alteration, accidental loss, unauthorized disclosure or access and against other unlawful forms of processing.

Moreover, when handling your personal data, we:

- only collect and process personal data which is adequate, relevant and not excessive, as required to meet the above purposes; and
- ensure that your personal data remains up to date and accurate.

For the latter, we may request you to confirm the personal data we hold about you. You are also invited to spontaneously inform us whenever there is a change in your personal circumstances so we can ensure your personal data is kept up-to-date.

11.3.5. How long do we store your personal data?

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

The retention period is the term of performing the activity, plus the period of time until the legal claims under this Terms and conditions become time-barred, unless overriding legal or regulatory schedules require a longer or shorter retention period. We will also keep your data after the activity except you exercise the erasure right. When this period expires, your personal data is removed from our active systems.

Personal data collected and processed in the context of a dispute are deleted or archived (i) as soon as an amicable settlement has been reached, (ii) once a decision in last resort has been rendered or (iii) when the claim becomes time barred.

11.3.6. What are your rights and how can you exercise them?

You may exercise the following rights under the conditions and within the limits set forth in the law:

- the right to access your personal data as processed by us and, if you believe that any information relating to you is incorrect, obsolete or incomplete, to request its correction or updating;
- the right to request the erasure of your personal data or the restriction thereof to specific categories of processing;
- the right to withdraw your consent at any time, without affecting the lawfulness of the processing before such withdrawal;
- the right to object, in whole or in part, to the processing of your personal data; and
- the right to request its portability, i.e. that the personal data you have provided to us be returned to you or transferred to the person of your choice, in a structured, commonly used and machine-readable format without hindrance from us and subject to your confidentiality obligations.

If you have a question or want to exercise the above rights, you may send an email at dpospain.novartis@novartis.com or a letter at the Novartis address indicated in the Section 1 of this Privacy Notice with a scan of your identity card or official document with your identification.

If you are not satisfied with how we process your personal data, please address your request to our data protection officer global.privacy_office@novartis.com who will investigate your concern.

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

11.3.7. How will you be informed of the changes to our Privacy Notice?

Any future changes or additions to the processing of your personal data as described in this Privacy Notice will be notified to you in advance through an individual notice through our usual communication channels (e.g. by email or via our internet websites).

TWELFTH.- PUBLICATION

12.1 These terms & conditions will be published, from the beginning of the Challenge and for the whole duration of the Challenge in the following website: www.dermapitchcompetition.com

THIRTEENTH.- ACCEPTING OF TERMS AND CONDITIONS

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

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

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

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