



Sandoz HAcK – Healthcare Access Challenge

Leveraging digital technologies to solve healthcare access challenges

Terms and Conditions of the competition

The participation in the contest Sandoz HAcK is subject to the acceptance of the following terms and conditions (the “T&Cs”).

Organizer, object and timing

The competition called “Sandoz HAcK” (“the **Competition**”) is being conducted by SANDOZ INTERNATIONAL GmbH, with corporate domicile at Industriestrasse 25, 83607 Holzkirchen, Germany, (hereinafter “Sandoz”), through the website: www.sandoz.com (the “**Website**”). The Competition has the purpose of generating and incubating ideas from people living in countries around the world, to help solve local healthcare access challenges. The competition will be able to provide access to the winning Participant, under this Terms and Conditions, to the prize described below in order to develop their idea.

Sandoz will carry out the Competition from 00:01 Central European Time (“CET”) of October 4, 2018, until 23:59 CET of November 30, 2018, both inclusive.

Participants will be entitled to use the following e-mail address to consult in the event of any questions: sandoz.hack@sandoz.com.

Requirements to participate in the competition

In order to participate in this Competition, Participants must be over 18 years old. Country of residence can be anywhere in the world. Participants must enter the competition by completing all elements requested in the form hosted on <https://www.sandoz.com/sandoz-hack> in the English language.

Please note that Participants will be asked to upload visual assets such as an image that represents the Participant’s idea or the challenge they are trying to address, with the purpose of bringing their idea to life (the “**Pictures**”), which can be used for promotional purposes throughout and at the conclusion of the competition. By accepting these Terms & Conditions and the separate Data Privacy Notice, Participants authorize Sandoz and its affiliates to publicly use their entry information and Pictures free of charge in any media which may include, among others, Internet and Social Media activities, including internal and external channels (e.g., Twitter, Facebook, Instagram, etc.), webpages, printed magazines, etc., for any purpose related with the Competition.

Participants cannot enter this Competition if they:

- (i) Are an employee (or a first grade relative of an employee) of Sandoz or any of the Novartis Group of companies or any of their affiliates.
- (ii) Are an employee (or a first grade relative of an employee) of the companies, publicity agencies or promotion agencies involved in this Competition, or an employee of any of their affiliates.
- (iii) Are not an individual but a corporation, organization, association, etc.
- (iv) Healthcare Professionals (HCP): Any member, student, or researcher, dental, optometry, opticianry, pharmacy, or nursing profession or any other person, social workers, clinical psychologists, formulary committee members, and pharmacy & therapeutics (P&T) committee members who in the course of his or her professional activities provides medical services and may prescribe, order, dispense, recommend, purchase, supply, administer, lease, or use pharmaceutical products and/or medical technologies, and all members of their office staff.
- (v) Are public officials in accordance with the applicable laws and regulations.
- (vi) Do not authorize to allow their idea to move through to the final stages (if selected as a finalist).
- (vii) Do neither have full ownership of the idea and/or the right to use the intellectual property rights in the context of the idea proposed.
- (viii) Are not able or available to travel to or to enter the United States of America in March 2019.

Sandoz reserves the right to exclude from the Competition any Participant (as defined hereinafter) who, in the reasonable opinion of Sandoz, do not meet or infringe those requirements or any other aspect of these Terms and Conditions, or when there are suspicions about fraudulent profiles or data. To these effects, Sandoz will be entitled to request from the Participants and, specially, from the finalists and winners, any information and documentation needed in order to verify the compliance with the terms and conditions of the Competition. The lack of delivery of such information or documentation will result in the immediate elimination of Participants from this Competition.

How to participate in this competition

In order to take part in this Competition, Participants who comply with the above-mentioned requirements (the "Participant(s)") must complete a form hosted on <https://www.sandoz.com/sandoz-hack> with information about (i) the Participant(s), (ii) the healthcare access challenge they seek to address, and (iii) a description of their idea of how to tackle the identified healthcare access challenge. Participants will also be asked to upload visual assets such as an image that represents the Participant's idea or the challenge they are trying to address through their entry.

What to include

Participants will be asked to describe who they are, what problem they are trying to solve and what solution they are proposing to help tackle it.

In order to submit their entry, Participants should follow the following steps:

(i) Answer all fields of the form hosted on <https://www.sandoz.com/sandoz-hack>, and upload the requested Pictures (ii) read the Terms and Conditions; (iii) comply with the house of rules of the Website; and (iv) accept the Terms and Conditions and the Privacy Policy of Sandoz.

Participation in this Competition is limited to one valid entry per person, so that one Participant cannot take part more than once.

The deadline to enter the Competition is November 30 at 23.59 C.E.T.

Entry Rules

The Participant must respect the following rules regarding their entry and/or participation in the Competition:

- The Participants will not post or share any comments infringing the terms and conditions of the Competition or any law or regulation or that induce to infringing them (in particular, any regulation protecting the honor, privacy, image, personal data and/or intellectual or industrial property rights);
- the Participants will not reveal or disclose any confidential, personal or intimate information of him or herself, of third parties, or of minors;
- the Participant will not provide information based on rumors or speculations, instead of proved facts;
- the Participants will not use content related to the Competition to pose specific questions to or criticize Sandoz, since there are already other, not-public ways for these purposes, such as addressing them by e-mail;
- the Participants will not impersonate the identity of third parties or will manifest opinions on behalf of third parties without due authorization;
- the Participants will not send or post unsolicited commercial communications (spam) about the Competition to other users;
- the Participants will not include texts, graphics, audiovisuals, logos, links or materials of any kind owned by third parties without the corresponding authorization of those third parties

Participants are responsible for the information, opinions, and Pictures they submit in their entry to the Competition and information they post online.

They will be held liable before Sandoz and any third parties for any infringements they might commit, keeping Sandoz free of any liability in the

context of any claim or liabilities that might arise from their comments and/or breach of this Terms and Conditions and that might be associated to the Competition and/or to Sandoz.

Use of the website

Participants are aware of and accept, voluntarily and expressly, that the use of the Website is done, in any case, under their sole and exclusive responsibility.

By using the Website, Participants agree not to carry out any conduct that might infringe the law and/or the Terms and Conditions of the Competition or damage the image, interests and the rights of Sandoz or of third parties. In particular, Participants assume the compromise expressly to: (i) not destroy, alter, disable or damage the Website in any other way; and (ii) not introduce programs, viruses, macros, controls or any other logic device or sequence of characters which cause, or could be susceptible to cause, any type of alteration in the IT systems of the Website.

Sandoz adopts security measures that are reasonably adequate to detect the existence of viruses. Notwithstanding this, the Participant must be aware that the security measures of the IT systems on the Internet are not invulnerable and that, therefore, Sandoz cannot guarantee the lack of existence of viruses, malware, worms, social engineering attacks from third parties (phishing, pharming, Trojans, etc.) or other elements which could cause alterations on the IT systems (software and hardware) of the Participants or on their electronic documents and files contained in them.

Access to the Website through mechanical means different to physical persons (bots), is strictly forbidden.

Sandoz will not be held liable for any (i) interferences, omissions, interruptions, viruses, telephone failures or disconnections in the operative functioning of the electronic system; or (ii) delays or blockings in the operative functioning of the electronic system caused by deficiencies or overload of the telephone lines or in the Internet, as well as damaged caused by third parties; which could be derived from causes external to Sandoz.

Prize

The Competition winner will be awarded with one (1) cash prize (“The Prize”) of €20,000 which shall be entirely used to implement their idea within two years. Payment of Prize will be done by Sandoz in accordance to the conditions stated in the below section “Delivery of Prize”.

The winner of the competition will be required to send periodic updates (every 6 months) in writing to Sandoz on how the Prize is being used. If the use of the Prize is not justified completely and as proposed, the Participant may be asked to return it to Sandoz.

Sandoz will also be awarding travel and accommodation expenses for three

shortlisted ideas (assumes maximum two team members per submitted idea), to attend an Accelerator program Sandoz will hold at SXSW in Austin, Texas, USA in March 2019.

Under no circumstances will the Prizes be subject to exchange, alteration or reimbursement. Also, the winners will be entitled to the exclusive Prize obtained as such, without the possibility to, in any case, apply for economic reimbursement in case they chose to give up the Prizes, or to endorse the Prizes to third parties. Sandoz will be exempt from any obligation or compensation to the Participants if due to force majeure, legal imperative, or any other cause not attributable to Sandoz, the Competition were suspended, or partially or totally cancelled. In any case, any suspension or cancellation would be duly communicated to the winner of the Prize affected by such suspension or cancellation.

Selection of the winner of the competition

Competition entries will be reviewed by a panel of Sandoz representatives from the region the participants are domiciled at the time of entry. Sandoz regions are defined as follows: North America, Latin America, Europe, and APMA which includes Asia Pacific, Middle East, and Africa. Entries will be judged against a scoring process and judging criteria, previously defined.

Following the regional selection process, a shortlist of 12 entries will go forward for judging by a panel of global Sandoz representatives as well as by all Sandoz Associates, in order to arrive at a list of the top three (the “Finalists”). Only the Finalists will be notified, and they will move on to the next stage of the competition.

Sandoz will give Finalists access to a group of expert mentors in the fields of marketing, communications, project management, finance and business (“The HACK Community”) hosted as a Facebook group, to help them develop their idea further. Finalists will also be asked to prepare two short videos explaining their idea and asking for feedback. Sandoz will then socialize this message through internal and external channels, in order to gather feedback that will help Finalists refine their ideas.

The three Finalists (or teams of Finalists, max 2 people per team) will be invited to attend an Accelerator event to be hosted by Sandoz at SXSW in Austin, Texas, USA, in March 2019. During the Accelerator event, Finalists will hear from keynote speakers, will participate in workshops where possible, meet the other finalists, and will build and refine their ideas further, ready for the next stage of the competition during the Accelerator event: the final pitch (the “Pitch”).

During the Pitch, Finalists will present their ideas to a prestigious panel of Sandoz and external judges, who will select a competition Winner.

Participants will be invited to share the news of their participation in the Competition through their social media profiles. However, if a Participant shares on social media that he or she has participated in this Competition

does not increase their chances of becoming a Finalist or a Winner.

Publication of the list of Finalists and the Winner

The list of the Finalists invited to travel to the Accelerator event at SXSW will be published in January 2019 on www.sandoz.com and on Sandoz's social media channels.

The Winner of the Competition will be announced on March 10, 2019 on www.Sandoz.com and Sandoz's social media channels.

Delivery of the prize

Once the Winner has been selected and announced, and in the term of 12 working days from the publication on the Website of their condition of such, Sandoz will contact him/her by means of a private message in order to arrange the provision of the necessary data to cash the economic prize.

It is the liability of the Winner to have all the necessary documentation and to fulfill all those requirements in order to be able to collect and use the prize.

After the term of 12 working days has elapsed without the winner having provided Sandoz with their necessary data, or in case of a waiver expressly manifested by the Winner, should this be prior to the deadline, the organizers of this Competition will contact the second-ranked Finalist by means of a private message. The second-ranked Finalist will then be asked to provide the necessary data in order to be able to collect the prize.

Intellectual and industrial property rights

The participation in this Competition does not grant the Participant any right of any nature, including but not limited to the intellectual and industrial property of the Website. The Participant shall refrain from obtaining, or trying to obtain, or using the Website by means or procedures different than those provided to such effect. The Participant shall at all times respect all the intellectual and industrial rights of the Website owned by Sandoz or third parties.

Participant represents and warrants that he/she owns or has the right to use any and all information, including the Picture, any visual asset, the idea, data, methods and any intellectual property rights which it shall use to participate in the Competition and develop the idea. Participant represents and warrants that he/she is aware of the publication of the idea as set out in this Terms and Conditions and shall file any patent applications covering the idea at his/her sole discretion and at his/her own cost prior to participation.

Sandoz does not, unless it is agreed in writing with Participant, claim any rights of ownership in the idea or any intellectual property rights covering the idea. As such, Participant retains ownership and copyright on the idea, although Sandoz is entitled to publish and use the idea as set out in this Terms

and Conditions.

Authorization for the use of image rights

The participation in the Competition implies the express consent required by all Participants for their image rights, honor and personal and family privacy for external use in any way.

Therefore, Sandoz will be entitled to publish the identity the name and associated idea related to the 12 Participants who were shortlisted following the Regional Selection process, of the 3 Finalists, as well as that of the Winner and to use their images, without time limitation and for the entire world, with the right to sub-authorize third parties in any media which may include, among others, Internet and Social Media activities, including internal and external channels (e.g., Twitter, Facebook, Instagram, etc.), webpages, printed magazines, etc., for any purpose related with the Competition.

In this sense, the Participant guarantees Sandoz that the person or persons whose image is shown in the Picture have provided their unequivocal and express consent for the capture of their image, as well as its public reproduction and broadcasting. In case the person appearing in the Picture is a minor, the Participant guarantees that he or she has obtained the appropriate express and unequivocal consent for the collection and public reproduction and broadcasting of the image from the parents or legal guardians of the minor.

The publication of the identity and/or the Picture will be conducted freely, so neither Sandoz nor any third party to which Sandoz could transfer the data will be obliged to pay any fee for such concept.

Assignment

The rights and obligations of Sandoz under these terms & conditions of the Competition can be assigned to the third parties mentioned in this agreement, by Sandoz, without the consent of the Participant.

Acceptance of Terms and Conditions and resolution of incidences

The mere fact of the participation in the Competition implies the acceptance of these Terms and Conditions of the Competition, as well as Sandoz's criterion with regards to the resolution of the interpretation of any of them. For anything not regulated by these terms and conditions, this Competition will be subject to what the applicable German law and regulation established about it at the time it is being held.

Sandoz shall not be not liable for any incidences or events of any kind (i.e. interruption or loss of internet connection at the moment of the participation

which might be caused by a breakdown of the IT systems due to a force majeure case; or any incidences with origin in force majeure events derived from causes such as a breakdown of the telephone, IT, electricity, or postal networks, or provoked by natural external agents (atmospheric, climate-related, etc.), or by a deficient functioning of the companies providing such services.

Sandoz shall not be held liable for any mistakes, incidents or damages that might be caused during this Competition and that attributable to third parties managing it.

Sandoz shall not be held liable for any possible losses, damage, thefts, delays or any other circumstance attributable to third parties which could affect the development of this Competition, including the enjoyment of the Prizes.

The laws of Germany are exclusively governing this Competition and German conflict of law rules are excluded. Any dispute arising out of or in connection with the Competition shall be submitted exclusively to the competent courts of Munich (Landgericht München I), without restricting any rights of appeal.

Other issues

Sandoz reserves its right to modify, if necessary, the Terms and Conditions of the Competition. If by force majeure causes it were necessary to delay or cancel this Competition, it will be announced on the website in the terms and conditions, so we invite you to consult the website after participating.

These Terms and Conditions are available at the Website: www.sandoz.com and through the following email address: sandoz.hack@sandoz.com.