

## IPSEN – BIOLABS GOLDEN TICKET CONTEST - TERMS AND CONDITIONS (“T&Cs”)

### 1. Preamble

Ipsen is awarding one (1) Golden Ticket in BioLabs Hotel-Dieu in Paris (the “Award”) to an innovative biotech and healthcare start-up that best meets the Selection Criteria (as further defined below in §4) of the Contest (as further defined below in §2).

**By participating in this Contest and submitting an Application (as defined below in §3), the Participant (as defined below in § 2), hereby declares that it has read, acknowledged, and agreed to be bound by these T&Cs** and waives any right to claim ambiguity in these T&Cs. Ipsen reserves the right to disqualify any Participant that Ipsen determines, in its sole discretion, violates these T&Cs.

### 2. The Contest

The Contest is open for participation to (a) duly incorporated commercial legal entity from the health innovation ecosystem, (b) involved in researches activities based on biomaterials having a biosafety level included within group 1 or 2 as further defined by Article R-4421-3 of the French Labour Code(c) that is not (i) affiliated with or employed by Ipsen including as an employee, contractor, officer or director of Ipsen and including as an immediate family member of Ipsen including parents, spouses, children, siblings or any individual residing in the household of an Ipsen employee, officer or director (whether or not related), (ii) government agency or an academic institution (e.g., a university or a school) (each a “Participant”). For the avoidance of doubt, the Participant can be a current resident company at BioLabs.

Ipsen is dedicated to having a responsible and sustainable impact on patients, society and the environment by caring for and developing our, partners and encouraging diversity and inclusion in an open and respectful culture. Ipsen encourages collaboration among people towards a more meaningful, responsible and ethical society, that is respectful of the planet and each other. Ipsen will seek to apply its core ethical principles in the selection process for this Contest.

NO PURCHASE IS NECESSARY TO PARTICIPATE IN THE CONTEST, AND NO PAYMENT OF MONEY IS NECESSARY TO APPLY OR WIN. Any purchase or payment will not increase the chances of winning. The Award and the Contest are void where prohibited by applicable law.

### 3. Application

The application form for the Contest can be found [here](#) and must be completed in full and include an accurate description of the Participant’s non-confidential therapeutic research in the fields of: (i) **innovative therapeutic approaches or novel biomarker discovery platforms in rare diseases, neuroscience or oncology** or (ii) **innovative technology platforms, including targeted delivery of therapeutics** (the “Application”). Participants should also attach to the Application, a brief, non-confidential slide deck. Participants must legibly complete each section of the Application in English and may not exceed the space provided for in the application form. There is a limit of one (1) Application per Participant. The Applications will not be acknowledged or returned.

Ipsen is not responsible for Applications that for any reason are lost, late, or misdirected, for malfunctions of electronic equipment, computer hardware, or software, or for downloading or data entering problems or other technical problems, or a human error related to the Application process or the Award.

The Application process shall begin at 12:00 AM, CET, on March 20<sup>th</sup>, 2023, and ends at 11:59 PM, CET, on May 19<sup>th</sup>, 2023 (the “End Date”). Any Applications received after the End Date and time will not be considered, except at the sole discretion of Ipsen. Participants must return the completed Application by email to [golden.ticket@ipsen.com](mailto:golden.ticket@ipsen.com)

#### 4. Selection Process

The selection committee for the Contest is composed of Ipsen's employees who are qualified experts in their fields including in scientific, medical research and/or business (the "Selection Committee"). The Selection Committee shall have the sole authority to select a subset of up to four (4) Applicants as finalists ("Finalist(s)").

One (1) Winner of the Award ("Winner") will be selected among those Finalists by a jury composed of Ipsen employees, BioLabs representatives and external members who are qualified experts in their fields including in scientific, medical research and/or business (the "Judging Committee").

The Selection Committee and the Judging Committee are together referred as the "Committees").

Finalists will be selected on or before June 1<sup>st</sup>, 2023. Finalist will be contacted via the e-mail address provided in the Application. If so contacted, Finalist must respond to such request to remain eligible to have the opportunity to win the Award. If an acknowledgment of the selection is not received by email to [golden.ticket@ipsen.com](mailto:golden.ticket@ipsen.com) within three (3) working days of the notification, the Finalist shall be deemed to have forfeited participation in the Contest and an alternate Finalist will be selected, as applicable. Ipsen assumes no responsibility for lost, late or misdirected communications or any computer, online or technical malfunctions that may occur. Only Participants meeting all applicable deadlines and requirements will be eligible to be selected as a Winner.

Finalists will submit and give a non-confidential presentation followed by a question/answer session with during an in person Ipsen final selection event ("Event") to be held during June 2023. Any Finalist who fails to attend the Event, for any reason, will no longer be eligible to receive the Award, except at the sole discretion of Ipsen. The Winner will be announced on the day of the Event. If the Winner decides to decline the prize for any reason, Ipsen shall have no further obligation to such Finalist and the Award will be forfeited and may be awarded to a runner-up Finalist at Ipsen's discretion.

The Committees will judge all Applications based on the following criteria:

- **Quality of the science and scientific rationale:** description of the scientific rationale and of the unique technical features of the proposed solution, summary of proof-of-concept data;
- **Unmet need and differentiation of the proposed approach:** (i) description of the problem/unmet need that the technology addresses and of the adequation of the proposed solution to the unmet need and (ii) description of the differentiation of the proposed solution within the international competitive landscape;
- **Execution capabilities of the Participant's team:** biographies of the founders, description of the composition of the Participant's team, description of a road map for the project;
- **Sustainability and impact** of the Participant's activities on the environment and society;
- **Motivation for coming to BioLabs Hotel**

**Dieu.** (together the "Selection Criteria")

The Winner selection will be solely based on the Judging Committee's collective determination of which of the Finalists demonstrate the best potential for high-impact science and promising execution in connection with the Selection Criteria, as well as a willingness and capacity to operate in BioLabs Hotel Dieu shared lab space.

The decisions of the Committees are final and binding and cannot be challenged.

#### 5. The Award and Conditions of the Award

Subject to these T&Cs, the Winner will receive an Award granting (i) a voucher for prepaid rent for one (1) shared lab bench and one (1) open space office in Hotel Dieu Paris for one (1) year and one (1) membership including the benefit of the shared infrastructure and services and (ii) if there is a waiting list, a priority spot for residency ahead of other companies (*i.e.*, placement on a priority list).

Ipsen has no reason to believe that there is a waiting list for the Award, however, to the extent there is a waiting list, Ipsen and BioLabs may delay the start date of the Award, in their sole discretion. The lab use will commence when space is available and agreed upon between the Winner and BioLabs.

Laboratory bench spot includes fully functional lab space, permits, waste handling, and all reasonably common lab equipment for research. Access to BioLabs hosted events including life sciences programming, conference rooms, event space, and kitchens are included subject to availability. Reservations of certain equipment and conference room space are through online reservation tools. Office space and other space for technical, business, and scientific contract research organization support services, and office support services are not part of the Award but may be available from BioLabs by a separate agreement. Further, each Participant must be comfortable working in a shared lab environment and the Winner must agree to the terms and conditions that BioLabs requires for users of BioLabs' facilities in order to be eligible to receive the Award.

Ipsen and BioLabs have the ultimate discretion and authority to terminate or decline the Award to any particular Winner including, but not limited to a Finalist that is not compatible with or does not meet the criteria consistent with BioLabs' missions or fails to execute acceptable agreement(s) with BioLabs regarding the terms and condition of use of the Award. Such decision to terminate the Award cannot be challenged in any manner.

Winner having Health Care Professionals ("*HCPs*") as shareholders may be required to sign a separate agreement with Ipsen regarding interaction with HCPs and any transfer of value to an HCP may be subject to limitation by applicable local laws.

Receipt of the Award is conditioned upon (i) Ipsen determining the eligibility of the Winner to the Award grant and requiring the Winner to confirm evidence of its eligibility, (ii) the Winner and its applicable employees, officers, and directors signing, where permitted by law, a release within three (3) months of the Winner announcement (including an declaration of eligibility, a receipt, and a consent to use relevant individuals' names and image and/or any Winner's names, logos and trademarks in connection with promoting the Award and the Contest) and/or other documentation as required by Ipsen, (iii) the approval of BioLabs and (iv) the Winner entering into separate agreement with BioLabs regarding the terms and conditions of its use of the Award within four (4) months of the Winner announcement, provided that in the event the Winner has HCP(s) as shareholders such agreement cannot be executed prior having executed a separate agreement with Ipsen as provided in the preceding paragraph. Failure to comply with the aforementioned conditions shall disqualify the Winner from the receipt of the Award and the Award may be awarded to a runner-up Finalist at Ipsen's discretion.

The Winner is solely responsible for payment of all federal, state, and/or local income and other taxes and duties related to any aspect of the Award received and for providing to Ipsen any documentation necessary for Ipsen to comply with its applicable tax reporting obligation prior to the receipt of the Award, if any. All fees and expenses related to the acceptance and use of the Award shall be solely incurred by the Winner including without limitation, any insurance fees, transportation fees, travel and accommodation fees, but excluding for the avoidance of doubts, the cost of Award itself.

The Award is non-transferable, non-assignable, non-substitutable, and cannot be returned for cash or any other consideration. The Award is awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **6. Publicity Release**

During the duration of the Contest, each Participant as well as their representative's consent to the use of his/her name, photograph, image, biographical information, and voice for promotional purposes and in advertising worldwide without approval rights or additional compensation, except where prohibited by law. The Winner hereby grants to Ipsen the rights to use, without any monetary compensation, the Winner

names, logos and/or any trademarks as applicable, solely for promotional activities in connection with the Award and/or the Contest during five (5) years as from the End Date, except where prohibited by law.

## **7. Privacy Policy**

Personal data collected during the Contest may be used or disclosed by Ipsen and/or any of its affiliates, for purposes of the administration and organization of the Contest, identification and qualification of the Winner, Winner notification and grant of Award, and otherwise as described in Ipsen's Privacy Policy available at <https://www.ipсен.com/global-privacy-policy/>.

## **8. Limitation of liability, Indemnification, warranties and acknowledgments**

IPSEN SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF THE USE OF THE AWARD OR ANY OTHER ASPECT OF A WINNER'S ACCEPTANCE OR USE OF THE AWARD OR PARTICIPATION IN THIS CONTEST.

Each Participant accepts the conditions stated in these T&Cs, agrees to be bound by all decisions of Ipsen regarding the Contest, and warrants that it is eligible to participate in the Contest as specified in these T&Cs.

Participant shall defend, indemnify and hold harmless, Ipsen and BioLabs, and each of their respective affiliates from any and all damages (including bodily injury, death, property damages), losses, fines, costs, charges and expenses (including payment of reasonable legal fees) (the "Losses") arising from or in connection with any claims, action or proceedings brought by a third party where such Losses is caused or partially caused by, directly or indirectly from (i) Participant's alleged breach or breach of these T&Cs (including without limitation the breach of the representations and warranties), (ii) Participant's infringement of any third party's intellectual property rights; (iii) Ipsen's involvement with any idea, invention, information or materials comprised in the Application, (iv) Participant's participation in the Contest and acceptance of the Award.

Each Participant acknowledges that Ipsen and BioLabs will rely on this paragraph 8, potentially at substantial cost to Ipsen and/or BioLabs, and each Participant agrees not to assert any claim of any nature whatsoever against anyone relating to the Contest or the Award. The remedy for any claim shall be limited to actual damages and in no event will Ipsen and BioLabs shall be liable for any punitive, incidental, special, consequential, or other damages. Without limiting the foregoing, in no event shall Ipsen and BioLabs' liability, if any, exceed the retail value of the Award received by the Winner.

Participant acknowledges that Ipsen may presently, during the Contest, and/or in the future be developing internally, or receiving from third parties, ideas, concepts, solutions, and information that are similar to the one included in the Application. Accordingly, nothing herein shall prohibit Ipsen from independently acquiring, developing, or having developed for it, products, concepts, systems, services, or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Application.

## **9. Contest cancelation or suspension**

Ipsen reserves the right, in its sole discretion, to cancel, terminate, suspend, and/or modify these T&Cs and the Contest, or any part of it, at any time, without notice.

Participant shall not in any manner undermine the integrity of the Contest. Participant will not use any device, software or routine to interfere with the proper working of the Contest's website or to damage, interfere with or surreptitiously intercept or expropriate any system, data or personal information.

If for any reason this Contest is not able to be conducted as planned, including, but not limited to, because of infection by computer viruses, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Ipsen which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, then Ipsen reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest, or any part of it, and grant the Award to valid Applications received up to the termination or suspension date.

CAUTION: ANY ATTEMPT BY AN PARTICIPANT TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, IPSEN RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING LEGAL FEES) FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

#### **10. Governing Law/Venue/Jurisdiction**

These T&Cs, the Applications and all disputes and claims arising under these T&Cs, will be interpreted and governed by the laws of France, without regard to its conflict of laws principles. All disputes between Ipsen, BioLabs and the Participants in connection with or arising out of the existence, validity, construction, performance and termination of this T&Cs (or any terms thereof), which the parties are unable to resolve between themselves within thirty (30) days of the notice of dispute from either party, shall be submitted to the exclusive jurisdiction of the competent courts of Paris, France.