

## Rules

Changes between 5 March 2012 and 30 May 2012 are highlighted in yellow.

Effective Date: 30 May 2012

These rules (the "Rules") apply to your participation in the scientific Diagnostic Signature Challenge (and all subchallenges) (the "Challenge"), including your use of [www.sbvimprover.com](http://www.sbvimprover.com) and all documents, Web pages, and Content (as hereinafter defined) hosted thereon and thereunder (the "Site"). The Site was developed by Philip Morris International ("PM") and IBM Research ("IBM"). Together, PM and IBM will run the Challenge and are collectively referred to herein as the "Challenge Organizers" (further information regarding the specific entities involved is available on the "About Us" tab accessible on the Site). Herein, "you" or "your" refers to you as a visitor to or user of the Site and/or Entrant (as defined herein) in the Challenge. "We", "our", or "us" refers to the Challenge Organizers.

YOUR PARTICIPATION IN THE CHALLENGE IS SUBJECT TO YOUR AGREEMENT TO THESE RULES, THE PRIVACY POLICY AND THE TERMS OF USE, WHICH ARE HEREBY INCORPORATED HEREIN BY REFERENCE.

THIS SCIENTIFIC CHALLENGE IS PURELY SKILL-BASED AND IS NOT IN ANY WAY BASED ON LUCK, CHANCE OR DEPENDENT ON COINCIDENCE. THIS CHALLENGE IS DEEMED TO TAKE PLACE IN SWITZERLAND AND IS SUBJECT TO ITS LAWS. YOU ARE RESPONSIBLE TO ENSURE THAT YOUR PARTICIPATION IN THE CHALLENGE DOES NOT VIOLATE EITHER (1) LOCAL LAWS, REGULATIONS OR POLICIES WHICH MAY BE APPLICABLE TO YOU; (2) ANY POLICIES, REGULATIONS OR RULES OF YOUR EMPLOYER AND/OR AFFILIATED ENTITY, INCLUDING ANY THAT RELATE TO WORKING WITH, RECEIVING FUNDING FROM, OR OTHERWISE ENGAGING WITH A COMPANY ENGAGED IN THE MAKING, MARKETING AND/OR SELLING OF TOBACCO PRODUCTS.

### 1. The Challenge

As part of the Challenge, you will be asked to download and then analyze certain data from the Site (the "Challenge Data"). The Challenge Data may be owned by PM or licensed to PM from a third party. To participate, you must submit an entry in response to the Challenge (a "Submission") via the Site. To be considered, the Submission must include all elements described in these Rules. Submissions will be evaluated for their scientific merit, based upon a defined methodology described in these Rules. Subject to these Rules, the Entrant (defined below) who has submitted the best Submission will be awarded an incentive having a monetary value. After the completion of the Challenge, there will be a symposium to discuss certain Submissions, including the Submission of the Best Performing Entrant (as defined below) ("Symposium"). Further details regarding the Challenge and the Symposium, including all points referenced above, are described in detail on the Site on the homepage and under the "Challenge," "How to Participate," and "Symposia" tabs, each of which is accessible from [www.sbvimprover.com](http://www.sbvimprover.com), and the contents of which are incorporated herein by reference.

### 2. Eligibility

There is no purchase or payment necessary to enter the Challenge. This Challenge is only open to (i) individuals who are eighteen (18) years or older at the time they submitted their Submission; (ii) academic or research institutions or commercial entities; and (iii) teams consisting of any combination of the foregoing, in each case that provide a Submission. Each such individual, entity or team is referred to herein as an "Entrant" and use of the term Entrant with respect to a team shall include all members of the team. For a team Entrant to be valid, each member of the team must individually register on the Site and click "I Agree" to formally accept these Rules, the Privacy Policy and the Terms of Use. It is permissible for a registrant to be a member of multiple teams, provided that the registrant complies with these Rules.

If an Entrant is a student, employee or is otherwise affiliated with an academic or research institution or other organization (that Entrant's "Organization"), it is solely that Entrant's responsibility to review, understand and abide by its Organization's policies regarding eligibility to participate in the Challenge. If an Entrant is found to be in violation of its Organization's policies, that Entrant will be disqualified from the Challenge. The Challenge Organizers and their affiliates, subsidiaries, related companies, contractors, subcontractors, and suppliers disclaim any liability or responsibility for disputes arising between a would-be Entrant and its Organization related to this Challenge.

This Challenge is void in Cuba, Iran, North Korea, Sudan, Myanmar/Burma, Syria, Zimbabwe and any other country embargoed or sanctioned from time-to-time by the United States, the European Union and/or Switzerland, and is void where prohibited by law.

This Challenge is not open to any of the following with respect to the Challenge Organizers, their affiliates and subsidiary companies: (i) employees, (ii) officers, (iii) directors, (iv) agents, (v) representatives, or (vi) immediate family members (which means parents, spouses, children, siblings and their respective spouses, regardless of where they reside) or residents in the same household (whether legally related or not) of any of the foregoing. If you believe you fit into any of these categories, it is your responsibility to identify such potential conflict in writing via the "Contact Us" tab provided on the Site. However, the Challenge Organizers are under no obligation to verify any such conflict. Notwithstanding the foregoing, one or more of PM and its related companies will analyze the Challenge Data and submit its response to the same scoring process as would an Entrant. This will enable PM and/or its related companies to participate in the scientific discussions (including the Symposium) and/or publications following the Challenge, but does not make PM or its any related companies eligible to be named the Best Performing Entrant (defined below) or a Best Subchallenge Performer (defined below) in the Challenge or receive an incentive from the Challenge.

In addition, the Scoring Panel (as defined below) and any person that has had access to the Challenge Data or has had any role in creating or organizing the Challenge Data shall not be eligible to participate in the Challenge, nor shall any of their immediate family members (which means parents, spouses, children, siblings and their respective spouses, regardless of where they reside) or residents in the same household (whether legally related or not) of any of the foregoing. The Organizations of the members of the Scoring Panel shall be permitted to participate, but the members of the Scoring Panel shall be prohibited from discussing the Challenge with others in their Organization.

This Challenge is subject to all of the terms and conditions in these Rules, including any documents incorporated or referenced herein. Any Entrant who fails to comply with the foregoing will not be eligible to participate in the Challenge and/or receive the incentives and the Challenge Organizers may exclude any such Entrant.

Notwithstanding the above, the Challenge Organizers reserve the right to exclude or reject any Entrant that in the Challenge Organizers' sole suspicion, is not a bona fide participant in the Challenge, for example because the Entrant is believed to be likely to tamper with the entry process, violate these Rules or the Terms of Use, or act in an inappropriate, unsportsmanlike or disruptive manner.

### **3. Entry Procedures**

To enter this Challenge, you must register with the Site here, download the Challenge Data available under the "Challenge" tab on the Site, and provide a Submission in accordance with these Rules. No mechanically reproduced registrations or Submissions will be accepted. Any registration on behalf of a team of individuals must include the name and affiliation information for each team member, and must name one individual (the "Team Leader") who will be solely responsible as among the teammates for the team's communications with the Challenge Organizers and to whom any incentive will be distributed on behalf of the team. Team and Team Leader information may be updated after the initial registration, but it

must be included before the conclusion of the Qualification Period (defined below) for any Submission provided by that team to be accepted. Moreover, each member of the team must individually register on the Site to be eligible to participate in the Challenge.

Each Entrant will be asked to download certain data, information and materials, including the Challenge Data, as part of this Challenge. Each Entrant acknowledges and agrees that (i) such data, information and materials are owned by PM or its licensors and that, save for the licenses expressly granted below, no Entrant is in any way granted any right, license or ownership of or to the same by virtue of entering into or participating in the Challenge; (ii) such Entrant will not use or disclose any such data, information and materials other than in conjunction with this Challenge; (iii) the downloading and use or execution of any software, data or information pursuant to this Challenge is undertaken at the Entrant's sole risk; and (iv) the Challenge Organizers and their affiliates, subsidiaries, related companies, contractors, subcontractors and suppliers assume no responsibility for computer system, hardware, software, network program, or other errors, failures, or malfunctions of any kind, whether human or technical in nature, in the transmission or receipt of Submissions or registrations.

If your Submission or registration is incomplete, you will not be eligible for this Challenge unless it is completed in accordance with these Rules. We may, but are not required to, provide you with notice that your Submission or registration is incomplete.

#### ***4. License to Challenge Data; Restrictions***

With respect to the Challenge Data, PM hereby grants to you, a personal, non-sublicensable, non-transferable, royalty-free license to the Challenge Data to copy, distribute, transmit, display, create derivative works of, retain and use the Challenge Data solely for purposes of preparing a Submission to be sent to the Challenge Organizers. For avoidance of doubt, any use of the Challenge Data for other purposes, including for any diagnostic, medical, or similar use, is strictly prohibited. Moreover, any transfer of the Challenge Data to anyone, including in the case of a team Entrant, any members of the team, is prohibited. Access to the Challenge Data may only be obtained through the Site by registering with the Site, agreeing to these Rules, the Privacy Policy and the Terms of Use.

#### ***5. Qualification Period***

The qualification period for the Challenge begins at 17:00 (Central European Time) on March 5, 2012 and ends at 23:59 (Central European Summer Time) on **June 21, 2012** (the "Qualification Period"), during which you must deliver the Submission in accordance with the instructions set forth herein, as may be further clarified on the Site. Submissions received outside of the Qualification Period will not be considered. However, in the event that the Challenge Organizers determine that not enough statistically significant and/or scientifically viable Submissions have been received, the Challenge Organizers may prolong the Qualification Period as long as needed to ensure that the Challenge process provides a scientifically valid outcome. In the event that the Challenge Organizers determine that they are not likely to receive enough statistically significant and/or scientifically viable Submissions within a reasonable time, the Challenge Organizers may end the Challenge without identifying a Best Performing Entrant (as defined below) and **and/or any Best Subchallenge Performers (as defined below) and** without awarding the incentives.

#### ***6. Submissions***

Each Entrant should supply a Submission and, in the case of a team Entrant, the Team Leader should provide the only Submission for the team. In the case of multiple Submissions by an individual Entrant, the last provided Submission during the Qualification Period will be the only Submission considered. In the case of a team Entrant, only the Submissions provided by the Team Leader shall be considered. If the

Team Leader provides multiple Submissions, only the last provided Submission during the Qualification Period will be considered.

Each Submission must be in English and must include all details specified herein, under the “How to Participate” or “Challenge” tabs accessible from the Site and/or in any form or template for Submissions provided via the Site. Specifically, the Submission must include:

- The results generated by application of the Entrant’s Method (defined below) to the Challenge Data;
- A plain language description in English of the algorithm(s), methodology and/or software used by the Entrant in generating its Submission (collectively such algorithm(s), methodology and/or software are referred-to herein as a “Method”), in sufficient detail to permit external parties to understand the basic functionality of the Method; and
- Pseudocode for the Method in sufficient detail to permit the Challenge Organizers and/or their nominees to generate an executable version of the Method, subject to the license terms in Section 12 of these Rules.

The Challenge Organizers will not accept any Submission that fails to comply with the above. The Challenge Organizers may, but are not obligated to, provide the Entrant with notification that its Submission is deficient and provide an opportunity to resolve the deficiency. In addition, the Challenge Organizers will not accept any Submission that they determine or reasonably believe: (i) violates any law, ordinance, municipal ordinance, or other applicable regulation; (ii) includes any false or illegal statement; (iii) infringes any rights, including any party’s intellectual property rights; (iv) violates the rules of the employer of the Entrant or the organization to which the Entrant belongs or is affiliated with; (v) offends public morals; or (vi) otherwise violates these Rules. The Challenge Organizers may retroactively reject any Submission upon or at any time after it makes such a determination or belief.

All accepted Submissions shall be deemed collected exclusively in Switzerland.

In the event of a dispute relating to the Submission process, the Submission shall be deemed to be submitted by the “authorized account holder” of the email address used as the user name at the time of registration. “Authorized account holder” is defined as the natural person who is assigned to the email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address.

## 7. Scoring

Submissions will be scored on the basis of their scientific merit by IBM personnel and the scoring (both the methodology used and the results thereof) will be validated by an independent and external committee consisting of qualified experts having expertise in the field of computational and/or systems biology (the “Scoring Panel”). The identity of the Scoring Panel will be posted on the Site. During the scoring process, the identity of the Entrant will be anonymized, such that the IBM personnel scoring the Submissions and the Scoring Panel will not know the identity of the Entrant behind any Submission. In addition, save for a limited number of personnel, the Challenge Organizers will not be able to associate an Entrant with its Submission until after the scoring process is complete.

For this Challenge, the Submissions will be scored by comparing the Submissions to the actual clinical status (i.e., the disease state) of each sample used to generate the Challenge Data (the “Gold Standard”). The Gold Standard in this manner indicates the scientifically correct result of an analysis of the Challenge Data. The scoring will involve the use of a comparison algorithm to scientifically and specifically calculate the similarities and differences between a Submission and the Gold Standard. This analysis is conducted to ascertain whether the Submissions are bona fide responses based on scientific analysis, or whether the similarities between the Submission and the Gold Standard are due to mere luck or chance. Generally, the analysis will follow the below process:

1) Compare the predictions to a Gold Standard and compute a “Quality Score,” including by the following steps:

- Binary classification subchallenges may be scored with following metrics:
    - Area Under Precision Recall curve (AUPR)
    - Area Under Receiver Operating Characteristic curve (AUROC)
    - Other metrics related to AUPR and AUROC which do not differentiate between the average confidence of false predictions and correct predictions
    - Distance to the Ideal Confusion Matrix
  - Ternary classification subchallenges may be scored with following metrics:
    - Convert 3-way classification into a set of 3 binary classifications and aggregate results
    - Distance to the Ideal Confusion Matrix
    - Other metrics related to AUPR and AUROC which do not differentiate between the average confidence of false predictions and correct predictions
- 2) Define the reference distribution of Quality Scores, including by using the following steps:
- Building the Null-hypotheses by either or both of the following methods:
    - Creating an ensemble of predictions, in which each subject gets assigned a random confidence to belong to each class, such that the sum of the random confidences for each subject adds to 1; and/or
    - Creating an ensemble of predictions in which each subject is assigned the class probabilities predicted for that subject by a randomly chosen team.
- 3) Compute the subchallenge score, including by computing the p-value from the Entrant's prediction versus the reference distribution (null hypothesis).
- 4) Compute the overall challenge scoring

- The final score will aggregate the p-values for all subchallenges and for all selected metrics as minus the logarithm of the geometric mean of all p-values.
  - The final score will be used for the ranking of the Submissions. In the event that one or more Submissions has the same highest score, **in total or with respect to any of the subchallenges**, the Scoring Panel will endeavor to further develop the scoring methods in a scientific manner in an attempt to resolve the tie according to the scientific merit of the Submissions. In the event that this is not reasonably possible and the tie cannot reasonably be resolved, the Submissions will each retain the first rank and the associated Entrants will share the incentives (as further described below).
- Additional information regarding the scoring process may be available on the Site. In addition, we will release the full details regarding the scoring methods and algorithms following the scoring process.

## **8. Ranking / Notification of Best Performing Entrants and Best Subchallenge Performers, respectively**

Following scoring, the Submissions will be ranked according to their relative scores. The Entrant who has provided the highest scored Submission **in total** in accordance with these Rules (the "Best Performing Entrant") will be notified by email (in the event of a team Entrant, the Team Leader will be notified) and the ranking will be posted on the Site. **In addition, each Entrant who has provided the highest scored Submission with respect to a subchallenge in accordance with these Rules (each a "Best Subchallenge Performer") will be notified by email (in the event of a team Entrant, the Team Leader will be notified) and the ranking will be posted on the Site.** A subchallenge is each of the following: the Psoriasis subchallenge, the Multiple Sclerosis – MS Stage subchallenge, the Multiple Sclerosis – MS Diagnostic subchallenge, the Chronic Obstructive Pulmonary Disease subchallenge, and the Lung Cancer subchallenge).

If **either** the Best Performing Entrant **or a Best Subchallenge Performer** does not respond to email notification within ten (10) days of its transmission, or should the email be returned as undeliverable after

three (3) attempts, the Best Performing Entrant or the Best Subchallenge Performer (as applicable) may, in the Challenge Organizers' discretion, be vacated or given additional time to respond. If the Best Performing Entrant or a Best Subchallenge Performer is vacated, the Entrant that provided the next highest-scoring Submission will be selected as the replacement Best Performing Entrant or Best Subchallenge Performer (as applicable).

The scoring and declaration of the Best Performing Entrant or of a Best Subchallenge Performer is final and not subject to appeal, challenge or review. BY YOUR PARTICIPATION IN THE CHALLENGE AND PROVISION OF A SUBMISSION, YOU WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO CHALLENGE THE SCORING METHODOLOGY USED OR THE FINAL DECISION MADE.

## ***9. Participation in the Symposium and Publication of the Submission***

Each Entrant acknowledges and agrees that its Submission may be published in an academic, scientific or trade journal in the Entrant's name and that each Entrant is invited and encouraged to participate in the Symposium at which the Challenge, the Submissions and the ranking of the Submissions will be discussed. By accepting these Rules, each Entrant consents to the publication of its Submission and to discussion of its Submission at the Symposium.

## ***10. Assignment of Copyright in the Submission for Publication and Promotion***

In accordance with the above and by entering the Challenge, and to the extent allowed by law, each Entrant acknowledges and agrees that (i) it hereby assigns and transfers to PM or PM's nominee the right, under all copyrights in and to the Submission, to publish such copyrighted works in an academic, scientific or trade journal, and (ii) it shall execute such documents as PM or its nominee may reasonably require to perfect the rights granted under this Section. The Entrant shall retain the right to be credited as the author of any such published Submission in accordance with good scientific practice and will be invited to review and comment on the publication of its Submission.

## ***11. Grant of Additional Rights for Promotion and to Facilitate Publication***

By entering the Challenge, and to the extent allowed by law, each Entrant hereby grants a perpetual, worldwide, royalty-free, non-exclusive, sublicensable and transferable license under each Entrant's intellectual property, moral rights, rights of publicity, and other proprietary rights to the Challenge Organizers and their affiliates, subsidiaries, promotional partners, developers, representatives, assigns, agents and licensees to (i) edit, modify, cut, rearrange, add to, delete from, reproduce, encode, store, modify, transmit, publish on the Entrant's behalf and in its name, post, broadcast, display, adapt, exhibit and/or otherwise use the Entrant's Submission (with or without using the Entrant's name) in any and all media, now existing or hereafter devised, in any language, for advertising, promotional and educational purposes in connection with the Challenge (including the incentives and the Symposium), without further review, notice, approval, consideration, or compensation to Entrant or any third party; and (ii) use the Entrant's (including its Organization) name(s), picture, voice, biographical data, image, and likenesses in any media now existing hereafter or hereafter devised, in any language, for advertising, promotional, educational purposes in connection with the Challenge (including the incentives and the Symposium) without further review, notice, approval, consideration or compensation.

Notwithstanding the foregoing, should Entrant desire that its name not be used in connection with its Submission or the Challenge, Entrant may provide written notice of the same to the Challenge Organizers via the "Contact Us" tab on the Site. To be effective, such notice must specifically identify the restrictions

the Entrant desires (limited to those set forth in this paragraph) and be received by the Challenge Organizers prior to the publication of the Entrant's name in association with its Submission or the Challenge. The acceptance of notice under this paragraph shall not deprive the Challenge Organizers of the other rights granted by the Entrant in these Rules, including, for avoidance of doubt, the Challenge Organizers' right to publish the Submission.

## **12. Rights in and to the Method Used in Creating the Submission**

Except to the extent embodied in the Submission, each Entrant shall retain all right, title and interest in any intellectual property rights in and to its Method, and is solely responsible for taking such steps as may be necessary to secure any such rights.

Notwithstanding the foregoing, with respect to its Method, the Entrant consents to the discussion of its Method and its functionality at the Symposium and will: (i) describe its Method in its Submission as specified in Section 5 of these Rules; (ii) provide additional details regarding its Method as may be reasonably necessary to permit the Challenge Organizers to prepare a scientific manuscript suitable for submission to a peer reviewed journal; (iii) permit the Challenge Organizers and their nominees to compile an executable embodiment of its Method based upon the pseudocode, subject to the license set forth below; and (iv) to the extent necessary for publication, make the source code of its Method available for review, subject to reasonable protections.

With respect to the Method, in order to permit the Challenge Organizers to verify the Method, Entrant hereby grants the Challenge Organizers (including their affiliates and subsidiaries, employees, agents, and contractors – including the Scoring Panel) an irrevocable, royalty-free, fully paid up, worldwide, non-exclusive license under the Entrant's copyrights, patents or other intellectual property rights in or to the Method (including the pseudocode), to use, review, assess, test and otherwise analyze the Method and the Submission, including through the use of the pseudocode to create an executable version of the Method, in each case only in connection with this Challenge.

Notwithstanding the foregoing, the Challenge Organizers shall be free to use the residuals resulting from access to or work with an Entrant's Submission for any purpose in any and all media now known or hereinafter developed in any territory in perpetuity. The term "residuals" means information in intangible form, which is retained in memory by persons who have had access to the Submissions, including ideas, concepts, know-how, or techniques contained therein. The Challenge Organizers shall not have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals.

## **13. Incentives**

The Best Performing Entrant shall, subject to the provisions of these Rules, receive the following incentives:

- A grant in the sum of fifty thousand United States dollars (\$50,000) (the "Grant") to be used for research purposes only (including funding of personnel and the purchase of laboratory equipment) paid to the Organization to which the Entrant is affiliated (in the case of a team Entrant, the institution to which the Team Leader is affiliated) or if the Entrant is not affiliated with an Organization, then to the individual;
- Reasonable travel costs (i.e., flight/train costs and accommodation) reasonably incurred by the Best Performing Entrant (in the case of team Entrants, this shall be limited to the Team Leader) arising from travel to the Symposium in order to present its Submission at the Symposium; and
- Recognition in the form of publication of the identity of the Best Performing Entrant and its performance in the Challenge in a scientific, academic or trade journal (preferably, a high impact journal).

Subject to the provisions of these Rules, each Best Subchallenge Performer shall receive the following incentive:

- Reasonable travel costs (i.e., flight/train costs and accommodation) up to three thousand five hundred United States Dollars (\$3500) reasonably incurred by the Best Subchallenge Performer (in the case of team Entrants, this shall be limited to the Team Leader) arising from travel to the Symposium in order to present its Submission at the Symposium.

In the event an Entrant is both the Best Performing Entrant and a Best Subchallenge Performer, the Entrant shall receive only the incentives associated with the Best Performing Entrant. In the event that an Entrant is a Best Subchallenge Performer in multiple subchallenges, the Entrant shall receive only one incentive for being the Best Subchallenge Performer and no replacement Best Subchallenge Performer will be named.

Receipt of the incentives by the Best Performing Entrant or a Best Subchallenge Performer is contingent on the Entrant's compliance with these Rules and the Terms of Use, specifically including the following:

- (1) the Entrant presenting its Submission at the Symposium
- (2) the Entrant's compliance with all requirements in Section 12 of these Rules
- (3) the Entrant agreeing to the use of its name (including that of its Organization, if any) in any publication relating to the Submission.

In addition, an Entrant may, where necessary, be required to sign and return a release of liability, declaration of eligibility and, where lawful, a publicity consent agreement, as conditions of receiving an incentive. Within thirty (30) days of receiving notification that it is the Best Performing Entrant, the Best Performing Entrant shall further provide a concise written summary of its intended use of the Grant, a template for which may be provided on the Site.

The Best Performing Entrant and Best Subchallenge Performer may not substitute their incentives for cash value or other incentives. The Challenge Organizers may substitute incentives as necessary to meet any legal requirements.

In the event of an irresolvable tie (as described in Section 7), there shall be multiple Best Performing Entrants or Best Subchallenge Performers. In such case, (1) the Best Performing Entrants shall equally split the Grant, but each shall receive the travel costs and recognition incentives as described above; and (2) each of the Best Subchallenge Performers shall receive the travel incentive.

Travel expenses do not include incidental expenses associated with travel and any expenses not specified. The Best Performing Entrant and the Best Subchallenge Performers shall be responsible for having all proper travel documentation (e.g. passport and visa and related expenses) and ensuring they are not subject to any impediment to enter. Accommodation costs incurred by the Best Performing Entrant and the Best Subchallenge Performer during the Symposium other than at the hotel to be designated by PM shall be ineligible for any reimbursement.

All publications of the results of research funded by the Grant shall include an attribution of its funding in accordance with good scientific practice and substantially in the form: "Research described in this article was supported by Philip Morris International" (or such other form of words as may be agreed). In the event that the Best Performing Entrant cannot accept the Grant for research funding purposes, the Best Performing Entrant may donate the Grant to a charitable organization, provided that the Best Performing Entrant provides appropriate attribution of the source of the money and that the Best Performing Entrant receives PM's written approval before making the donation.

BY ACCEPTING AN INCENTIVE, AN ENTRANT AGREES TO RELEASE THE CHALLENGE ORGANIZERS AND THEIR SUBSIDIARIES, AFFILIATES, RELATED COMPANIES, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, INCLUDING BUT NOT LIMITED TO THEIR RESPECTIVE LEGAL AND FINANCIAL ACCOUNTING ADVISORS, FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH SUCH ENTRANT'S PARTICIPATION IN THIS CHALLENGE, OR WITH RESPECT TO AWARDED, RECEIPT, POSSESSION, USE AND/OR MISUSE OF ANY INCENTIVE, OR TO PARTICIPATION IN THE CHALLENGE OR IN INCENTIVE-RELATED ACTIVITIES.

## 14. Taxes

ALL TAXES IMPOSED ON INCENTIVES ARE THE SOLE RESPONSIBILITY OF THE RECEIVING ENTRANT AND/OR ITS ORGANIZATION. THE ENTRANT RECEIVING AN INCENTIVE AND ITS ORGANIZATION ARE SOLELY RESPONSIBLE FOR ENSURING THAT THEY COMPLY WITH ALL THE APPLICABLE TAX LAWS, INCOME REPORTING AND FILING REQUIREMENTS.

PAYMENTS TO ANY BEST PERFORMING ENTRANT OR A BEST SUBCHALLENGE PERFORMER ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT SUCH ENTRANT SUBMIT TO THE CHALLENGE ORGANIZERS ALL DOCUMENTATION REQUESTED BY THE CHALLENGE ORGANIZERS TO PERMIT THEM TO COMPLY WITH ALL APPLICABLE STATE, FEDERAL, LOCAL AND FOREIGN (INCLUDING PROVINCIAL) TAX REPORTING AND WITHHOLDING REQUIREMENTS. ALL INCENTIVES WILL BE NET OF ANY TAXES THAT PM IS REQUIRED BY LAW TO WITHHOLD, AND NO BEST PERFORMING ENTRANT MAY DEMAND ANY ADDITIONAL PAYMENT OR COMPENSATION BY REASON OF ANY TAX THAT MAY BE DUE ON ANY INCENTIVE.

In order to receive an incentive, the receiving Entrant must submit any required tax documentation to the Challenge Organizers within fifteen (15) days of request by a Challenge Organizer or otherwise required by applicable law. If a Best Performing Entrant or a Best Subchallenge Performer fails to provide such documentation or comply with such laws, the Challenge Organizers may, in the Challenge Organizers' discretion, vacate the Best Performing Entrant or Best Subchallenge Entrant or give the relevant Entrant additional time to respond. If the Best Performing Entrant is vacated, the Entrant that provided the next highest-scoring Submission will be selected as the replacement Best Performing Entrant. Likewise, if a Best Subchallenge Performer is vacated, the Entrant that provided the next highest scoring Submission with respect to the relevant Subchallenge will be selected as the replacement Best Subchallenge Performer.

## 15. Handling of Personal Information

Personal information collected from any Entrant will be used in accordance with the Privacy Policy and as set out in these Rules for the purpose of administering this Challenge, including to record the Entrant's access to the Challenge Data and to verify its identity, address and other contact details if the Entrant qualifies for an incentive and further might be disclosed to a third party in the cases provided in this Section. By accepting these Challenge Rules and/or entering the Challenge, each Entrant expressly agrees to the use of its personal information for such purpose.

Notwithstanding the terms of our Privacy Policy, PM may provide an Entrant's personal information to a third party without the Entrant's further permission in the following cases: (i) the personal information of the Entrant, including its name, is widely publicized as an entity that is an Entrant who provided a Submission, for the purpose of publicizing this Challenge (as described in these Rules); (ii) the personal information of the Entrant is disclosed to a subcontractor for the purpose of promoting this Challenge or maintaining and managing the Site; (iii) the name of the Entrant is announced as the name of a Best Performing Entrant or a Best Subchallenge Performer on the Site and through other media, or it is otherwise necessary to disclose the name of the Entrant for the purpose of conducting or publicizing this Challenge; or (iv) the Entrant otherwise gives consent for the disclosure, storage and transfer of their personal information for all such purposes above.

## 16. Warranty and Indemnity

Each Entrant hereby certifies that such Entrant is the sole and exclusive owner and right holder of the Submission and has the right to enter the Challenge and all parts of the Submission are either original, or are licensed for use by the Challenge Organizers (including their affiliates and subsidiaries, employees, agents, and contractors – including the Scoring Panel) and each Entrant in a way that does not: (A)

infringe any intellectual property rights, including without limitation, any copyright, trademark, patent, trade secret or obligations of confidentiality; or (B) otherwise violate applicable laws and regulations. Each Entrant hereby further certifies that the information such Entrant submits in connection with any Submission (including in any required sign-up forms) is at all times accurate, and that it correctly represents such Entrant's professional affiliation, experience, qualifications and ability to transact business.

To the maximum extent permitted by law, each Entrant indemnifies and agrees to keep indemnified the Challenge Organizers and their subsidiaries, affiliates, related companies, contractors, subcontractors and suppliers and any of their employees, officers, directors, shareholders and representatives, at all times from and against any liability, claims, demands, losses, damages, costs and expenses arising out of or accruing from: (i) any act, default or omission of the Entrant and/or a breach of any warranty set forth herein; (ii) any Submission or other material uploaded or otherwise provided by the Entrant that infringes any copyright, trademark, patent, trade secret, obligation of confidentiality or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (iii) any misrepresentation made by the Entrant in connection with the Challenge; (iv) any non-compliance by the Entrant with these Rules; (v) 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; (vi) acceptance, possession, misuse or use of any incentive or participation in any Challenge-related activity or participation in this Challenge; (vii) any malfunction or other problem with the Site; (viii) any error in the collection, processing, or retention of Submission information; or (ix) any stealing or plagiarism, destruction, unauthorized access, or falsification of any Submission.

## ***17. Limitation of Liability***

EACH ENTRANT ACKNOWLEDGES AND AGREES THAT NONE OF THE CHALLENGE ORGANIZERS, THEIR AFFILIATES, SUBSIDIARIES, RELATED COMPANIES, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS AND ANY OF THEIR EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, AND REPRESENTATIVES ARE RESPONSIBLE FOR, AND THAT NONE OF THE FOREGOING SHALL BE LIABLE FOR: (I) LATE, LOST, DELAYED, DAMAGED, MISDIRECTED, INCOMPLETE, ILLEGIBLE, OR UNINTELLIGIBLE SUBMISSIONS; (II) TELEPHONE, ELECTRONIC, HARDWARE, OR SOFTWARE PROGRAM, NETWORK, INTERNET, OR COMPUTER MALFUNCTIONS, FAILURES, OR DIFFICULTIES; (III) ERRORS IN TRANSMISSION; (IV) ANY CONDITION CAUSED BY EVENTS BEYOND THE CONTROL OF THE CHALLENGE ORGANIZERS, THEIR AFFILIATES, SUBSIDIARIES, RELATED COMPANIES, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS AND ANY OF THEIR EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, AND REPRESENTATIVES THAT MAY CAUSE THE CHALLENGE TO BE DISRUPTED OR CORRUPTED; (V) ANY INJURIES, LOSSES, OR DAMAGES OF ANY KIND CAUSED BY AN INCENTIVE OR RESULTING FROM ACCEPTANCE, POSSESSION, OR USE OF AN INCENTIVE, OR FROM PARTICIPATION IN THE CHALLENGE; OR (VI) ANY PRINTING OR TYPOGRAPHICAL ERRORS IN ANY MATERIALS ASSOCIATED WITH THE CHALLENGE.

EACH ENTRANT ACCEPTS THE TERMS AND CONDITIONS STATED IN THESE RULES, AGREES TO BE BOUND BY THE DECISIONS OF THE CHALLENGE ORGANIZERS, WITHOUT PREJUDICE TO ANY CLAIM THAT COULD BE FILED BEFORE THE COURTS, WARRANTS THAT S/HE IS ELIGIBLE TO PARTICIPATE IN THIS CHALLENGE, AND AGREES EXCEPT TO THE EXTENT THAT ANY PERSONAL INJURY OR DEATH IS CAUSED BY THE CHALLENGE ORGANIZERS' NEGLIGENCE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THAT THE CHALLENGE ORGANIZERS, THEIR AFFILIATES, SUBSIDIARIES, RELATED COMPANIES, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS SHALL NOT BE RESPONSIBLE FOR ANY CLAIMS, LOSSES, LIABILITY, AND DAMAGES OF ANY KIND (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) ASSERTED AGAINST THEM, INCURRED, SUSTAINED, OR ARISING IN CONNECTION WITH THE USE, ACCEPTANCE, OR MISUSE OF ANY SUBMISSION MATERIAL, OR WHILE PREPARING FOR, PARTICIPATING IN, AND/OR TRAVELING TO OR FROM ANY CHALLENGE-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS,

OR ACCIDENT TO PERSON OR PROPERTY, OR FROM THE RESPECTIVE ENTRANT'S BREACH OF ANY AGREEMENT OR WARRANTY ASSOCIATED WITH THE CHALLENGE, INCLUDING THESE RULES.

ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE, INCLUDING THE SITE, OR UNDERMINE THE LEGITIMATE OPERATION OF THE CHALLENGE IS A VIOLATION OF THE LAW AND, SHOULD SUCH AN ATTEMPT BE MADE, PM RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. NOTWITHSTANDING THE REVIEW OF ANY SUBMISSION BY THE CHALLENGE ORGANIZERS OR THEIR NOMINEE, EACH ENTRANT UNDERSTANDS AND AGREES TO BEAR SOLE LIABILITY FOR THE CONTENTS OF ITS SUBMISSION.

### ***18. Scientific Review***

EACH ENTRANT ACKNOWLEDGES AND AGREES THAT (i) THE CHALLENGE ORGANIZERS AND THEIR AFFILIATES, SUBSIDIARIES, RELATED COMPANIES, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS DO NOT GUARANTEE IN ANY WAY THE SCIENTIFIC ACCURACY, PRECISION, SUFFICIENCY, OR THE LIKE OF THE RESULTS OF THE EXPERIMENTAL REVIEW THAT MAY BE CONDUCTED IN THE CONTEXT THIS CHALLENGE; AND (ii) THE CHALLENGE ORGANIZERS AND THEIR AFFILIATES, SUBSIDIARIES, RELATED COMPANIES, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS WILL NOT BE LIABLE FOR ANY ERRORS, AMBIGUITIES OR OTHER INACCURACIES CAUSED BY THE CHALLENGE ORGANIZERS OR THEIR AFFILIATES, SUBSIDIARIES, RELATED COMPANIES, CONTRACTORS, SUBCONTRACTORS OR SUPPLIERS IN THE DESIGN, EXECUTION, SCORING OR OTHER ASPECTS OF THE CHALLENGE.

### ***19. Violation of Challenge Rules***

The Challenge Organizers reserve the right to disqualify any Entrant who, in the Challenge Organizers' sole suspicion, tampers with the entry process, violates these Rules or the Terms of Use, or acts in an inappropriate, unsportsmanlike or disruptive manner.

### ***20. Assignment of Rights Under these Rules***

PM may assign any or all of its rights or obligations under these Rules. No Entrant may assign, novate, or subcontract any of its rights or obligations under these Rules without PM's express prior written consent, which PM may deny or condition in its sole discretion. Any purported assignment, novation or subcontract in violation of this Section 20 shall be null and void.

### ***21. Governing Law; No Recourse to Judicial or Other Procedures***

Each Entrant agrees that these Rules are governed by the laws of Switzerland. To the extent permitted by law, each Entrant expressly waives any and all rights to litigate or to make any other recourse to judicial or any similar procedure in case of disputes or claims resulting from or in connection with this Challenge. If such exclusion or waiver is not permitted by applicable law, each Entrant agrees to submit to the exclusive jurisdiction of the courts located in Lausanne, Canton of Vaud, Switzerland to resolve any legal matter arising from the dispute or claims. Each Entrant hereby waives, to the fullest extent permitted by

applicable law, any objection that it may now or hereafter have to the laying of venue of any such proceedings in such a court and any claim that any such proceedings brought in such a court have been brought in an inconvenient forum.

## ***22. Country Specific Notices***

If any provision of these Rules is invalid under the applicable laws, rules or regulations of a particular country or jurisdiction, it will only apply to the extent permitted and all other provisions will remain valid and enforceable. In addition to the tax liability disclosures in these rules, Best Performing Entrants are subject to abide by the income reporting requirements of and, if applicable, the payment of any taxes due per, the laws, rules and regulations of the Best Performing Entrant's country of residence.

## ***23. Conflicts With Other Documents***

Any perceived or actual conflict between these Rules and a summary of these Rules or any content on the Site, shall be resolved in favor of these Rules. Moreover, to the extent there are any direct conflicts between these Rules and the Privacy Policy or the Terms of Use with respect to the participation, scoring and incentives for the Challenge, these Rules shall govern.

## ***24. Enquiries or Questions***

All media enquiries should be directed through the contact link by choosing "I have a question for the media contact" from the dropdown menu. All other inquiries or questions regarding this Challenge may be sent to the Challenge Organizers using the "Contact Us" tab accessible on the homepage of the Site.