

By clicking "I agree" and proceeding with registration you certify that you have read and understood the terms and conditions below (including the [TERMS OF USE](#) and the [PRIVACY POLICY](#)) and that you agree to be legally bound by those terms and conditions. Your acceptance of the terms and conditions constitutes a legally binding contract with **Philip Morris Products, S.A.**, having offices at Quai Jeanrenaud 3, 2000 Neuchatel, Switzerland, and sets forth the sole terms and conditions of such contract.

### **MICROBIOMICS COMPUTATIONAL CHALLENGE RULES**

Effective Date: October, 2017

These rules (the "**Rules**") apply to your participation in the **Microbiomics Computational Challenge** (the "**Challenge**"), including your use of [www.sbvimprover.com](http://www.sbvimprover.com), all documents, Web pages (including <http://causalbionet.com> and [www.sbvimprover.com](http://www.sbvimprover.com) and [bionet.sbvimprover.com](http://bionet.sbvimprover.com)), and other content hosted thereon and thereunder (the "**Site**"). Philip Morris Products S.A. ("**PM**") will run the Challenge and is referred to herein as the "**Challenge Organizers**" (further information regarding the specific entities involved is available on the "About Us" links accessible on the Site). Herein, "**you**" or "**your**" refers to you as a visitor to or user of the Site and/or Entrant (defined below) 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 (1) ANY LOCAL LAWS, REGULATIONS OR POLICIES WHICH MAY BE APPLICABLE TO YOU; AND/OR (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**

A detailed description of the Challenge may be found on the Site. 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 (each 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. Subject to these Rules (in particular, as set forth in the "Incentives" Section), certain Entrants (defined below) will be awarded an incentive having a monetary value. Further details regarding the Challenge, including all points referenced above, are described in detail on the Site on the homepage and under the various links and sub-pages, each of which is accessible from [www.sbvimprover.com](http://www.sbvimprover.com), and the contents of which are incorporated herein by reference.

See more at: [www.sbvimprover.com/challenge-5](http://www.sbvimprover.com/challenge-5)

## 2. Eligibility

There is no purchase or payment necessary to enter the Challenge. This Challenge is only open to individuals who are eighteen (18) years or older at the time they submit a Submission and who, in the Challenge Organizers' sole discretion, have a reasonably sufficient background and understanding of the scientific subject matter investigated in the Challenge (unless the background and understanding can be proven through different means). Each such individual who has registered (as further described in Section 3 "Entry Procedures") for the Challenge is referred to herein as an "**Entrant.**" In addition, groups of Entrants may form teams. In such a case, the Entrant would participate in the Challenge both as an individual and as part of a team. Teams participate for reputational purposes only; only the individual Entrants are eligible to become a Best Performing Entrant (defined below) and to receive an incentive. For a team to be valid, each Entrant on the team must individually register for the Challenge and formally accept these Rules, the [Privacy Policy](#) and the [Terms of Use](#). It is not permissible for an Entrant to be a member of multiple teams.

If an Entrant is a student, employee or is otherwise affiliated with an academic, corporate 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, if any, regarding eligibility to participate in the Challenge and receive an incentive (if applicable). If an Entrant is found to be in violation of its Organization's policies, that Entrant may 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 the Challenge.

This Challenge is void in Cuba, Iran, North Korea, Sudan, and Syria and any other country embargoed or sanctioned in any manner from time-to-time by the United States, the European Union and/or Switzerland, and is void where prohibited by law. Similarly, the Challenge is not open to any person, organization or company embargoed or sanctioned in any manner from time-to-time by the United States, the European Union and/or Switzerland.

The following persons (with respect to the Challenge Organizers, their affiliates and subsidiary companies, or their subcontractors directly involved in creating, organizing or implementing the Challenge) are not eligible to be named a Best Performing Entrant (defined below) and are not eligible to receive an incentive, but may otherwise participate in the Challenge: (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](#)" link 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 possibly submit a response to the same scoring process as would an Entrant. PM and/or its related companies will participate in the scientific discussions and/or publications following the Challenge, but does not make PM or any of its related companies eligible to be named a Best Performing Entrant (defined below) in the Challenge or to receive an incentive from the Challenge.

In addition, any person that has had access to the Challenge Data (other than as an Entrant) 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.

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 and determination, is not a *bona fide* participant in the Challenge, for example because the Entrant has not accurately completed registration or is believed to be likely to have submitted or provided, or to submit or provide, automated Submissions or Submissions that are not scientifically valid, 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 the Challenge, you must register with the Site, create or join a team, download the Challenge Data available on the Site, and provide a Submission in accordance with these Rules. No mechanically reproduced registrations or Submissions will be accepted. All Entrants must have one individual (the "Team Leader") who will be primarily responsible as among the teammates for the Entrant's communications with the Challenge Organizers and to whom any incentive will be distributed on behalf of the Entrant. In the event of conflicting communications from an Entrant, the communications of the Team Leader will be taken by the Challenge Organizers as final, save for the actual transmission of the Submission which will be governed by the rules in Section 6 "Submissions." Entrant and Team Leader information may be updated after the initial registration, but it must be included and finalized before the conclusion of the applicable Qualification Period (defined below) for any Submission provided by that Entrant to be accepted. Moreover, each member of the Entrant 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, via the Site as part of the Challenge. Each Entrant acknowledges and agrees that (i) the Challenge Data is 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 the Challenge Data other than in conjunction with the Challenge; (iii) the downloading and use or execution of any software, data or information pursuant to the 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 the Challenge unless it is completed in accordance with these Rules. The Challenge Organizers 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-sub licensable, 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 an Entrant having multiple members, any members of the team, is prohibited. Access to the Challenge Data may only be obtained through the Site by registering for the Challenge, agreeing to these Rules, the Privacy Policy and the Terms of Use.

## **5. Qualification Period**

The qualification period for the Challenge begins on October, 2017 and continues until 23:59 (Pacific Daylight Time) on January, 2018 (the “**Qualification Period**”). For a Submission to be considered for the Challenge, you must deliver the Submission to us during the Qualification Period and 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 for the Challenge, 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 without awarding the incentives.

## **6. Submissions**

To participate in the Challenge, an Entrant must supply a Submission responsive to the Challenge. We recommend that the Team Leader should provide the only Submission for the Challenge for the team. In the case of multiple Submissions by an Entrant for the Challenge, the last provided Submission during the applicable Qualification Period will be the only Submission considered. In all cases we will consider and score only one Submission per Entrant – this is the last provided Submission for the Challenge during the applicable Qualification Period, independently of how many Submissions have been submitted and, if an Entrant consists of several team members, of which team member uploaded the Submission.

Each Submission must be in English and must include all details specified herein, on the Site and/or in any form or template for Submissions provided via the Site.

The submission file must not contain the name of the entrants to permit anonymity in the scoring.

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 his 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 violates any law or these Rules.

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 by Challenge Organizers (scorers). During the scoring process, the identity of the Entrant (including each individual team member) will be anonymized, such that the scorers 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.

To be eligible for scoring, Entrants must submit predictions for all samples (9 samples in total), which need to be statistically significant for at least on prediction in at least one scoring metric, at a level of significance of 0.05. The Scores will be computed with predefined metrics and compared to a null score distribution to assess that a prediction is better than random. If these requirements are not met, the Challenge Organizers retain the right to not declare a Best Performing Entrant for the Challenge and to not award any incentives for the Challenge.

If one or more Submissions have the same highest score or second highest score, the scorers will further develop the scoring methods in a scientific manner in an attempt to resolve the tie according to the scientific merit of the Submissions. If tie resolution is not reasonably possible, the Submissions will each retain the applicable rank and the incentives will be apportioned according to the provisions of Section 13 of these Rules.

The Submissions will be scored by comparing the predictions to the “gold standard” that is unseen by the participants. The gold standard corresponds to the true species, genus, and phylum taxonomic distributions within each sample present in the dataset.

Information regarding the scoring process will be available on the Site during the applicable Qualification Period, under the “Scoring” section. In addition, we will release the full details regarding the scoring methods and algorithms following the scoring process. Generally, the analysis for the challenge will follow the below process:

Compare the predictions to the Gold Standard and compute a performance measure with a combination of metrics selected by the challenge organizers (the selection of the metrics and the validation of those metrics will be based on the application of scientific principles):

## **8. Ranking / Notification of Best Performing Entrants**

Following scoring, the Submissions will be ranked according to their relative scores. “Best Performing Entrant” means each Entrant which has provided the highest, second highest and third highest scored Submission with respect to the Challenge.

Each Best Performing Entrant will be notified by an email to the Team Leader and the ranking will be posted on the Site. If a Best Performing Entrant 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, then, in the Challenge Organizers' sole discretion, such Entrant may be given additional time to respond or such Entrant's Best Performing Entrant title may be vacated. If a Best Performing Entrant title is vacated, the Entrant which provided the next highest-scoring Submission for the Challenge will be selected as the replacement Best Performing Entrant.

The scoring and declaration of a Best Performing Entrant 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 APPLICABLE LAW, ANY RIGHT TO CHALLENGE THE SCORING METHODOLOGY USED OR THE FINAL DECISION MADE.

#### **9. Publication of the Submission**

Each Entrant acknowledges and agrees that its Submission may be published, by or at the behest of the Challenge Organizers, on the Site, in an academic, scientific or trade journal, or on an academic or scientific website in the Entrant's name.

By accepting these Rules, each Entrant consents to the publication of its Submission.

#### **10. Publication; Assignment of Copyright in the Submission**

Each Entrant acknowledges and agrees that any Submissions it provides are published on the Site and therefore are disclosed to the public. The Site, including all Submissions, may be viewed by other Entrants and any other person who visits the portion of the Site containing the Submissions. As such, the Submissions may be re-published at any time by or at the behest of the Challenge Organizers (including on the Site, in an academic, scientific or trade journal, or on an academic or scientific website in the Entrant's name). By accepting these Rules and/or publishing a Submission, each Entrant consents to the publication of its Submission.

In accordance with this Section of these Rules and by entering the Challenge, and to the maximum extent allowed by applicable 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 each of its Submissions, to publish such copyrighted works, in whole or in part, at any time (including, on the Site, in an academic, scientific or trade journal, or on an academic or scientific website) and (ii) it shall execute such documents as PM or its nominee may reasonably require to perfect the rights granted under this Section or under Section 9. Except as expressly set forth herein, the Entrant shall retain the right to be credited as the author of any such published Submission in accordance with good scientific practice and may be invited to review and comment on the publication of its Submission.

#### **11. Rights of Publicity**

By entering the Challenge, and to the extent allowed by applicable law, each Entrant hereby grants a perpetual, worldwide, royalty-free, non-exclusive, sub-licensable 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 purposes of publication, advertising, promotional and educational purposes in connection with the Challenge or any future challenges run through the Site, without further review, notice or approval by, or consideration or compensation to, any 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 or any future Challenges run through the Site without further review, notice or approval by, or consideration or compensation to, any Entrant or any third party.

Notwithstanding the foregoing, should an Entrant desire that its name not be used in connection with its Submission, the Challenge or any future Challenges run through the Site, the Entrant may provide written notice of the same to the Challenge Organizers via the "Contact Us" link 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 during the applicable Qualification Period. Any such notice received after the applicable Qualification Period may be granted in the sole discretion of the Challenge Organizers. 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 rights, title and interest in any intellectual property rights in and to its Method (algorithm), 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 and will: (i) describe its Method in its Submission as specified in Section 6 of these Rules; (ii) provide additional details regarding its Method as may be reasonably necessary to permit the Challenge Organizers or their nominees to prepare a scientific manuscript suitable for publication on the Site, in an academic, scientific or trade journal, or on an academic or scientific website; (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, Entrant hereby grants the Challenge Organizers (including their affiliates and subsidiaries, employees, agents, and contractors) 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 the Challenge, future challenges run through the Site, or any publications relating to the Challenge or any future challenges run through the Site.

Notwithstanding the foregoing, the Challenge Organizers (including their affiliates and subsidiaries, employees, agents, and contractors) 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 (including their affiliates and subsidiaries, employees, agents, and contractors) 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**

Subject to the provisions of these Rules, the Best Performing Entrants shall receive the following incentives:

The highest scoring Entrants (top 3) shall receive:

- An invitation to present its Submission at the Symposium (2018);
- The reimbursement of up to two thousand United States Dollars (\$2,000) total in travel costs (limited to flight/train and accommodation costs), which travel costs are reasonably incurred by up to two (2) registered team members of the Entrant's team in travelling to and attending the Symposium;
- An invitation to co-author one or more articles regarding the Challenge and/or the Submission to be submitted to a peer-reviewed scientific journal;
- Recognition in the form of publication of the identity of the Entrant and its performance in the Challenge in a scientific, academic or trade journal (preferably, a high impact journal).

Receipt of the incentives by a Best Performing Entrant is contingent on the Entrant's compliance with these Rules and the [Terms of Use](#), specifically including the following: (1) at least one member of the Entrant presenting its Submission at the Symposium, if so invited; and (2) the Entrant agreeing to the use of its name (including that of its Organization, if any) in any publication relating to the Submission or the Challenge. In addition, an Entrant (in some cases including the Organization holding the institutional account into which the Grant will be deposited) may, where the Challenge Organizers deem such to be reasonably 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.

A Best Performing Entrant may not substitute its 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 of these Rules), there shall be multiple Best Performing Entrants for the challenge. If the irresolvable tie is for the highest scoring Submission, then (i) the tying Best Performing Entrants shall receive the travel costs and recognition incentives as described above, and (ii) there shall be no Best Performing Entrant named for the second highest scoring Submission for the challenge. If the irresolvable tie is for the second highest scoring Submission, then (i) each tying Best Performing Entrant shall receive the travel costs and recognition incentives described above and (ii) there shall be no Best Performing Entrant named for the third



highest scoring Submission for the Challenge. If the irresolvable tie is for the third highest scoring Submission, then each tying Best Performing Entrant shall receive the travel costs and recognition incentives described above for third place.

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 THE CHALLENGE, OR WITH RESPECT TO AWARDING, RECEIPT, POSSESSION, USE AND/OR MISUSE OF ANY INCENTIVE, OR TO PARTICIPATION IN THE CHALLENGE OR IN INCENTIVE-RELATED ACTIVITIES.

#### **14. Taxes**

ALL TAXES, IF ANY, 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 ENTRANT 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 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 fails to provide such documentation or comply with such laws, the Challenge Organizers may, in the Challenge Organizers' sole discretion, vacate such Entrant's Best Performing Entrant title or give the relevant Entrant additional time to respond. If the Best Performing Entrant title is vacated, the Entrant that provided the next highest-scoring Submission for the Challenge will be selected as the replacement Best Performing Entrant.

#### **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 the 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 purposes.**

Notwithstanding the terms of our [Privacy Policy](#), the Challenge Organizers 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 the Challenge or a future Challenge run through this Site (as described in these Rules); (ii) the personal information of the Entrant is disclosed to a subcontractor for the purpose of promoting the Challenge, a future Challenge run through this Site or maintaining and managing the Site; (iii) the name of the Entrant is announced as the name of a Best Performing Entrant 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 the Challenge or a future Challenge run through this Site; (iv) the Entrant otherwise gives consent for the disclosure, storage and transfer of their personal information for all such purposes above; or (v) the disclosure is required to comply with applicable law (including an order of any court or other governmental authority of competent jurisdiction).

#### **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) and each Entrant in a way that does not: (i) infringe any intellectual property rights, including any copyright, trademark, patent, trade secret or obligations of confidentiality; or (ii) 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 entity or defames any person or entity 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 the 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 and Validity**

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 OF THIS CHALLENGE OR THE ACCURACY OF THE MODELS; 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 and determination, 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 the 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, and 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. Interpretation**

The words "hereof", "herein" and "hereunder" and words of like import used in these Rules shall refer to these Rules as a whole and not to any particular provision of these Rules. Whenever the words

“include”, “includes” or “including” are used in these Rules, they shall be deemed to be followed by the words “without limitation”, whether or not they are in fact followed by those words or words of like import. “Writing”, “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any agreement, contract or document (including the [Privacy Policy](#) and the [Terms of Use](#)) are to that agreement, contract or document as amended, modified or supplemented from time to time in accordance with the terms thereof. References to any person or entity include the successors and permitted assigns of that person or entity. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively.

## **25. Inquiries or Questions**

All media inquiries should be directed through the contact provided under the “[Media](#)” link available on the homepage of the Site. All other inquiries or questions regarding the Challenge may be sent to the Challenge Organizers using the “[Contact Us](#)” link accessible on the homepage of the Site.