



## Bristol Myers Squibb 2022 Golden Ticket Contest for Biolabs@NYULangone

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# OFFICIAL RULES

The Bristol Myers Squibb Golden Ticket Contest at BioLabs@NYULangone (“Contest”) is a contest that awards (“Award”) up to three “Golden Tickets” for laboratory bench spots (comprising one year of laboratory space for biomedical research at BioLabs@NYULangone, New York City located at 180 Varick Street, 6th Floor New York, NY 10014) to innovative biotech start-ups pursuing research in the fields of Oncology, Hematology, Immunoscience, Cardiovascular, or Fibrosis that best meet the judging criteria of the Contest.

1. Sponsor & Sponsor Relationship to Biolabs@NYULangone
  - a. Bristol Myers Squibb Company (“BRISTOL MYERS SQUIBB” or “Sponsor”), with its corporate headquarters at 430 E. 29th Street, 14th Floor, New York, New York 10016.
  - b. Bristol Myers Squibb is a founding sponsor of BioLabs@NYULangone, a biotech innovation hub and a premier coworking space for life science startups in Manhattan, New York. BioLabs@NYULangone, offers fully permitted laboratory and office space to early-stage companies. BioLabs@NYULangone is not a sponsor of this Contest.
  
2. Eligibility
  - a. To be eligible to receive the Award, the Applicant must: (1) be an entity formed under the laws of the United States; (2) not have raised more than 20 million US Dollars in total equity funding by the application deadline; (3) Not have accrued revenues of more than 2 million US Dollars to date; (4) submit a complete Application including a non-confidential pitch deck as specified in these Rules; (5) Must be financially and scientifically ready to physically utilize laboratory bench space at Biolabs@NYULangone (6) represent and warrant that the Applicant has read and agrees to abide by all requirements of these Rules; (4) **not** be affiliated with or employed by Bristol Myers Squibb or

BioLabs@NYULangone including as an employee, contractor, officer or director of Bristol Myers Squibb or BioLabs@NYULangone and including as an immediate family member of Bristol Myers Squibb or BioLabs@NYULangone (including parents, spouses, children, siblings or any individual residing in the household of a Bristol Myers Squibb employee, officer or director (whether or not related)); and (5) **not** be an academic institution such as a college, university or school. For avoidance of doubt, the Applicant can be a current resident company at BioLabs@NYULangone.

3. Applications for Golden Ticket Contest at BioLabs@NYULangone,
  - a. By submitting an Application, each Applicant, all of Applicant's team members, employees, contractors, owners, investors, agents, directors, officers and any other affiliated individual or company with Applicant, agrees to the terms and conditions of these Official Rules.
  - b. Applicant may only submit one entry to the BioLabs@NYULangone Contest during the Application Period. The Application for the Contest can be found here: TBD and must be completed in full and include an accurate description of Applicant's non-confidential therapeutic research in the fields of Oncology, Hematology, Immunoscience, Cardiovascular, Neuroscience, or Fibrosis, including for novel target identification, drug delivery, discovery technology platforms, or translational research and development. Applicant must legibly complete each section of the Application in English and may not exceed the space provided for in the Application. Applicants must also provide a non-confidential deck of no more than ten slides. Slides must address:
    - i. Unmet medical, market and/or technological need
    - ii. Solution with differentiating features clearly highlighted
    - iii. Scientific principle underlying the solution
    - iv. Key data supporting the scientific principle or data indicating proof-of-concept
    - v. Overview of business case
    - vi. Overview of Intellectual property and publications
    - vii. Highlight of the team and their expertise
    - viii. Roadmap, including time frame and growth plan, for use of the Golden Ticket award and work that will be conducted at Biolabs@NYULangone.
  - c. Successful Applications will clearly address each aspect of the Judging Criteria. All Applications become the property of Sponsor and cannot be acknowledged or returned.
  - d. All costs incurred by Applicants in submitting an application and/or presenting at the Pitch Event, if selected, are the sole responsibility of Applicants.
  - e. Bristol Myers Squibb is currently sponsoring up to three contests for Golden Tickets— with partner organizations in California, Massachusetts and New York. Each contest is being administered and run separately. Applicants are allowed to enter each contest one time.
4. 2022 Application Period

- a. Applications can be submitted beginning on August 15<sup>th</sup> 2022 through November 14, 2022 at 11:59 PM EST (“Application Period”). All submissions need to be received by Bristol Myers Squibb by November 14, 2022, at 11:59 PM EST. Any submissions received after such date and time will not be considered.

## 5. Judging Criteria and Judges

- a. The Judges for the Contest are the Bristol Myers Squibb Golden Ticket Committee, which consists of Bristol Myers Squibb employees who are qualified experts in their fields including in the fields of scientific and/or medical research and business (“Judges”). Judges shall have the sole authority to make all decisions as to the Award Recipients.
- b. Applications will be judged using the following criteria (“Judging Criteria”):
  - i. **Fit** of the research in the fields of Oncology, Hematology, Immunoscience, Cardiovascular, Neuroscience, or Fibrosis, including for novel target identification, drug delivery, discovery technology platforms, or translational research and development.
  - ii. **Quality** of the research;
  - iii. **Potential** for successful development of the research; and
  - iv. **Need** for the research in the applicable field
- c. During the Application period, the Judges may contact Applicants for additional information. If contacted, Applicant must respond to such request in order to remain eligible to have the opportunity to win the Award.
- d. Judges will select a sub-set of the Applicants as Finalists. Finalists will be requested to present their concept at a Bristol Myers Squibb virtual Innovation Pitch Event to be held on or about December 15, 2022. All Innovation Pitch Event presentations will be non-confidential.
- e. Applicants are responsible for all expenses incurred in participating in the final Innovation Pitch Event if selected.
- f. The Decisions of the Judges shall be final and binding on all Applicants and cannot be challenged in any manner.

## 6. Award

- a. Bristol Myers Squibb may award up to three “Golden Ticket” comprising one year of laboratory 5-foot bench space for biomedical research at BioLabs@NYULangone, consisting of shared fully permitted and equipped co-working lab space for biomedical research, at BioLabs@NYULangone in Manhattan, New York based on the Judging Criteria. In their sole discretion, Judges may award two or three individual laboratory bench spots to a single Applicant that best meets the Judging Criteria or Judges may

award three different Applicants a single bench spot each (“Award Recipient or Award Recipients”).

- b. Individual laboratory bench space include fully functional lab space, permits, waste handling, plus all reasonable common lab equipment for biomedical research available at Biolabs@NYULangone. Access to BioLabs@NYULangone 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 an on-line reservation tool. Cost of laboratory consumables, 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@NYULangone by separate agreement. Further, any potential Award Recipient must agree to the terms and conditions that BioLabs@NYULangone requires for users of BioLabs@NYULangone in order to be eligible to receive the Award.
- c. BioLabs@NYULangone has the ultimate discretion and authority to terminate or decline the Award to any particular Award Recipient including, but not limited to an Applicant that is not compatible with or does not meet the criteria consistent with BioLabs@NYULangone’s mission or fails to execute an acceptable agreement with BioLabs@NYULangone.
- d. In the event there is a waitlist, BioLabs@NYULangone may delay the start date of the Award, at its sole discretion.
- e. Award is non-transferable and no substitutions or cash awards will be given by Bristol Myers Squibb or BioLabs@NYULangone, except at the sole discretion of Bristol Myers Squibb. 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.
- f. Award Recipients are solely responsible for the payment of all federal, state and local taxes pertaining to any aspect of the Award and for providing to Bristol Myers Squibb any information needed to comply with Bristol Myers Squibb’s tax reporting obligations as applicable before any Award is conveyed. All charges and expenses related to delivery, acceptance, and use of the Award are solely the responsibility of the Award Recipients, including but not limited to: taxes, insurance, transportation, fees, room and board, and any other expenses incurred other than the cost of use of the bench space for one year.

#### 7. Notification and Conditions of Award

- a. Bristol Myers Squibb and/or Biolabs@NYU Langone will announce the Award Recipient(s) following Bristol Myers Squibb’s virtual Innovation Pitch Event and will make a further announcement on its website sometime thereafter. Bristol Myers Squibb and/or Biolabs@NYULangone will notify the potential finalists through the email and/or phone number provided by the Applicant in the Application. Applicants are responsible for ensuring the contact information provided in the Application is accurate and kept up-to-date.

- b. Before granting any Award to a potential Award Recipient, Bristol Myers Squibb and Biolabs@NYULangone reserves the right to determine the eligibility of potential Award Recipient to the Award grant; to require the potential Award Recipient to confirm evidence of its eligibility; to require the potential Award Recipient to enter into an agreement with Bristol Myers Squibb and/or BioLabs@NYULangone regarding the terms and conditions of its use of the Award; to confirm the potential Award Recipient's agreement to and compliance with these Rules, and the execution of documents required by these Rules with Bristol Myers Squibb or BioLabs@NYULangone.
  
- 8. Restrictions on Content of Application
  - a. Applications and Innovation Pitch Event presentations may only contain non-confidential information about Applicant's research. Applicants asked for additional detail in order to help with the assessment may be requested to execute a confidentiality agreement, enabling them to provide additional information under confidentiality. Applications may not contain: material or information that violates or infringes a third party's rights including but not limited to any privacy, publicity, trade secret, confidential, or intellectual property rights including but not limited to patent, copyright or trademark. Bristol Myers Squibb reserves the right to disqualify any Applicant if the Judges determine in their sole discretion that the Application contains material that does not comply with these Rules, does not meet the standards of Bristol Myers Squibb and/or BioLabs@NYULangone, is not accurate and complete, or is inappropriate in any manner for the purposes of the Contest.
  
- 9. Existing Ownership and Legal Right to the Research, Inventions, Other Materials Described and Embodied by Application
  - a. By submitting an Application, an Applicant represents and warrants that, consistent with the Rules: (a) the Application including the text of the description of research is Applicant's original work; (b) Applicant owns all patent, copyright and other rights in the research described in the Application or has a license to use for such information or materials for its research; (c) the Application and the research identified in the Application does not violate, in whole or in part, any existing copyright, trademark, or any other intellectual property of any other person, organization or entity; (d) any third party material, content and/or ideas including intellectual property embodied or included in the research identified in the Application is not protected by patent, copyright, trade secret or confidentiality laws, or Applicant has a valid license to use such material, content and/or ideas for any purpose, specifically including the Contest; (e) Applicant is not aware of any contractual obligations inconsistent with the Rules or pursuit of the research identified in the Application; (f) Applicant is not disclosing any confidential or trade secret information in the Application, including of Applicant or any third party; and (g) Applicant has full power and all legal rights to submit the Application to the Contest in compliance with the Rules.

#### 10. Grant of Licenses and Right to Use Likeness

- a. By submitting an Application, Applicant including each of its employees, contractors, agents, directors, officers, owners and managers grants permission and a worldwide, perpetual, royalty-free nonexclusive license to Bristol Myers Squibb and BioLabs@NYULangone, and their parents, affiliated entities, advisors and agents to use, reproduce, create derivative works, copy, and share the Application now or in the future for the purposes of the Contest, for any reason arising out of or related to the Contest and the promotion of the Contest including the sponsorship and participation by Bristol Myers Squibb and BioLabs@NYULangone.
- b. By submitting an Application, Applicant including each of its employees, contractors, agents, directors, officers, owners and managers grants permission and a license to Bristol Myers Squibb and BioLabs@NYULangone, and their parents, affiliated entities, advisors and agents grants permission and a license to use Applicant's name, likeness, statements, including all of its employees, team, contractors, agents, directors, officers, owners or managers, Application, city and state of formation, address, biographical information, voice, photographs and/or videos for purposes of the Contest, for any reason arising out of or related to the Contest and Bristol Myers Squibb and/or BioLabs@NYULangone's promotion of the Contest including the sponsorship and participation by Bristol Myers Squibb and BioLabs@NYULangone, worldwide, in perpetuity, in any and all forms of media and print, now known and hereafter devised, including without limitation on the Internet, social media, and Bristol Myers Squibb and BioLabs@NYULangone's web sites, press releases, in connection with any public and private meetings or events print and live media, without restriction as to frequency or duration, and without compensation, consideration, notification or further permission, except to the extent prohibited by law. Applicants further agree that neither Bristol Myers Squibb nor BioLabs@NYULangone have any obligation to use the name, likeness, Applications, biographical information, photographs, videos of Applicant or any of names, likenesses, biographical information, photographs or videos of Applicant's team, employees, contractors, agents, directors, officers, owner or managers.

#### 11. Limitation of Liability, Waivers and Releases

- a. BRISTOL MYERS SQUIBB SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF USE OF THE AWARD OR ANY OTHER ASPECT OF AN AWARD RECIPIENT'S ACCEPTANCE OR USE OF THE AWARD.
- b. By submitting an Application, Applicant also agrees and acknowledges that any and all research disclosed in the Application and in connection with the Judging of the Application, not otherwise covered by a confidentiality agreement, including any ideas, inventions, patents, suggestions, concepts, copyrights and any other information will be publicly disclosed, will be reviewed and available to Bristol Myers Squibb and BioLabs@NYULangone, and may be available to a third party. As a result, Applicant

- agrees to waive all rights, claims, and any cause of action, Applicant may have against Bristol Myers Squibb and/or BioLabs@NYULangone, including its patents, affiliated entities, advisors, agents, licensees, employees, contractors, directors and officers, arising out of or related to any ideas, suggestions and/or concepts that may be disclosed in the Application and/or the Judging process in any form fashion or respect.
- c. By submitting an Application, Applicant agrees to these Official Rules and the decisions of Bristol Myers Squibb and BioLabs@NYULangone, on behalf of the Applicant each of its affiliated entities or persons, including but not limited to Applicant's employees, contractors, team members, owners, directors, officers, managers, owners, investors, respective heirs, executors, administrators, legal representatives, successors and assigns ("Releasing Party"), and by submitting an Application, an Applicant hereby does release, defend and hold harmless Bristol Myers Squibb and BioLabs@NYULangone and any of their affiliates, subsidiaries, advisors and individuals acting as judges, and their respective officers, directors and employees as applicable ("Released Parties") from any and all causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, promises, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, judgments, claims and demands whosoever, in law, or equity, whether known or unknown, foreseen or unforeseen, which any Releasing Party has or may ever had, now or hereafter, arising out of or related to Contest, any Application including any research identified in the Application or in the Judging process, the Award, use or inability to use or be awarded the Award, these Rules, the preparation of any Application, delivery, misdelivery, acceptance, possession, attendance at, travel related to, misuse, and/or use of or inability to use the Award including but not limited to any claims related to any of Applicant's intellectual property, trade secrets, confidential information, corporate opportunities, prospective business or contracts, contractual agreements, any oral or written statements made to Bristol Myers Squibb or any statements made by Bristol Myers Squibb in any way related to the Contest, during the Contest or related to Judges or the judging process for the Contest.

## 12. Conditions of Acceptance of Award

- a. A potential Award Recipient must execute an agreement with BioLabs@NYULangone for bench space within one year of being awarded a "Golden Ticket" at their sole discretion. Potential Award Recipient's agreement to these Rules include, but is not limited to, the **"Ownership and Legal Right to the Research, Inventions, Other Materials Described and Embodied by Application"**, **"Grant of Licenses and Right to Use Likeness"**, **"Limitation of Liability, Waivers and Releases"**, and any rules or policies of BioLabs@NYULangone regarding potential Award Recipient's use of the laboratory space at BioLabs@NYULangone and **other** representations and warranties in these Rules. Failing to do so will disqualify potential Award Recipient from receipt of the Award and an alternative potential Award Recipient will be chosen for the Award subject to the terms and conditions of these Rules.

### 13. Operation of Contest by Sponsor

- a. Bristol Myers Squibb has the right to disqualify any Applicant from eligibility to receive the Award, terminate Award Recipient's use of the Award, and terminate Applicant's participation in the Contest at any time, without any notice, in its sole and final discretion.
- b. Neither Bristol Myers Squibb nor its parents, affiliated entities, advisors, agents, employees, contractors, officers or directors is liable or responsible for any illegible, lost, stolen, late, damaged, misplaced or misdirected Applications including for any problems or technical malfunctions related to the electronic submission of an Application.
- c. If, for any reason, the Contest is not capable of running as planned including the unavailability of the Award for any reason, Bristol Myers Squibb reserves the right in its sole discretion to cancel, terminate, modify, or suspend the Contest at any time.
- d. By submitting an Application to the Contest, Applicant acknowledges that no joint venture, partnership, employment, fiduciary or agency relationship exists between you and Bristol Myers Squibb, or any of its affiliated entities or advisors, and/or Bristol Myers Squibb or BioLabs@NYULangone.
- e. Bristol Myers Squibb may run separate Golden Ticket Contests in different U.S. regions at the same time or in overlapping time. These contests are run separately by Bristol Myers Squibb each pursuant to its own Official Rules. As long as the Applicant complies with the eligibility criteria set forth in Section 3 of these Rules, an entity can submit separate Applications to multiple contests.

For questions, please email [BMSGoldenTicket@biolabs.io](mailto:BMSGoldenTicket@biolabs.io)