

## **AbbVie Japan Innovation Award Application Terms and Conditions**

The inaugural AbbVie Japan Innovation Award (“Award”), funded by AbbVie and offered in collaboration with BioLabs, consists of the following 2 prizes:

- Golden Ticket to use laboratory space at no cost
- Cash prize of 10MM yen

These prizes will be awarded to either the same winner or 2 winners, subject to the applicant pool and selection process.

### **Key Dates of this Award:**

- June 16th, 2025 -- Award applications open
- August 30, 2025 -- Deadline for Award application submission\* (extended from August 15<sup>th</sup>)
- September 2025 (exact date and further details TBD) – Pitch Event and Winner Selection (Finalists will be notified by AbbVie and invited to present at a Final Pitch Event)
- October 2025 (exact date and further details TBD)- Award Ceremony (by invitation only)

\*Sponsor reserves the right to extend the application period.

### **Terms and Conditions for the Award:**

#### **A. Award:**

- The Golden Ticket will provide the winner with one year of laboratory space at no cost, in addition to access to BioLabs’ core equipment, services, entrepreneurship programming and research talent community at one of BioLabs’ facilities in Japan. The winner will also benefit from mentorship by AbbVie’s R&D and business experts.
- The Award is non-transferable and cannot be exchanged for cash or any other prize.
- The Award is "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.
- Award Recipients are solely responsible for the payment of all relevant federal, state, and local taxes and for providing AbbVie with any information needed to comply with its relevant tax reporting obligations. All charges and expenses related to delivery, acceptance, and use of an Award are solely the responsibility of the Award Recipients, including without limitation: taxes, insurance, transportation, fees, room and board,

and any other expenses incurred other than the cost of use of the bench and desk space for one (1) year

- Award Recipient must agree to the terms and conditions that BioLabs requires for users of BioLabs' bench spaces to be eligible to receive an Award.
- AbbVie and BioLabs have the ultimate discretion and authority to terminate or decline an Award to any Award Recipient including, without limitation, an Applicant that is not compatible with or does not meet the criteria consistent with AbbVie and BioLabs' mission or fails to execute an acceptable agreement with AbbVie and/or BioLabs.

AbbVie and the selected Finalist will execute any such further agreements as may be necessary or advisable, including any documentations which may be necessary as per applicable laws, regulations or internal policies of AbbVie and/or Finalist.

#### B. Judging Criteria

The Award is intended for early-stage Japanese biotech companies and academic institutions that fit the following criteria:

- Focused on science / technology with potential to generate transformational therapies that align strategically with AbbVie's therapeutic areas of interest, including immunology, oncology, neuroscience, eye care, obesity, and aesthetics
- Developing therapeutic platform technologies, including genetic medicine, novel in vivo cell therapy (such as in situ CAR), novel drug-discovery or platform technologies
- Exclusions: Autologous and allogeneic cell therapy, diagnostics, devices, research tools, and healthcare services/IT

#### C. Application Process:

- To apply for the AbbVie Japan Innovation Award, please submit an online application by August 30<sup>th</sup>, 2025 (11:59pm JST) using only non-confidential information.
- During Application review, AbbVie or BioLabs may contact Applicants for additional information. If contacted, Applicant must respond in a timely manner to such request to remain eligible for an Award.
- Finalist will be informed by AbbVie about their decision in September 2025 (exact date and further details to be determined) and invited to a final pitch event, where the winner will be selected and announced.
- The Award Ceremony will be held in Oct 2025, (exact date and further details to be determined) with the winner's expected move into one of BioLabs' facilities in Japan within 6 months after the Award Ceremony, subject to availability.

- In addition to the announcement at the final pitch event, BioLabs will send an official letter to the winning applicant(s) after the winner(s) is announced at the final pitch event.
- An official letter will be sent to the winner using the email or mailing address provided on the application form
- Upon acceptance of the Award, the winners will be announced on BioLabs and AbbVie's social media.

#### D. Eligibility

Am I eligible for the AbbVie Japan Innovation Award?

BioLabs and AbbVie invite applications from Japanese biotech companies and academic institutions that meet the following criteria:

- Have a primary business location in Japan or be willing to relocate
- No significant partnership with other large biopharmaceutical companies
- Willing to spinout from academia as a legal entity and disclose their shareholders
- Have raised less than ~\$2MM prior to engagement for non-dilutive seed funding
- Financially and scientifically ready to transition into one of BioLabs' facilities in Japan within 6 months after the Award Ceremony, subject to availability.
- Be comfortable working in a shared lab facility, and agree to conduct operations per Biolabs' established policies and procedures; and
- Represent and warrant that the Applicant has read and agrees to follow these Terms and Conditions.
- Be aware that working with Radioactive materials is prohibited on the site premises.
- Be aware that they cannot bring in, house or work with any animals on the site premises.
- Those not eligible to participate in the competition include employees, contractors, officers, or directors of AbbVie, including any immediate family members or any individual residing in the household of a AbbVie employee, officer, or director (whether or not related); government agencies; or individuals who are under eighteen (18) years old.
- Applicants who are health care professionals (HCPs) or health care organizations (HCOs) are obliged to disclose such information to AbbVie and may be required to sign a separate agreement to ensure compliance with any AbbVie policies regarding HCPs/HCO interactions. AbbVie will report any transfer of value to an HCP/HCO in accordance with applicable local, state, or federal laws and industry codes. Additionally, any transfer of value may be subject to additional local and state

regulations as well as industry codes.

- All federal, state, and local laws and regulations, as well as applicable industry codes or internal policies of AbbVie and/or Applicants apply, and an Award is void where prohibited by law or regulations.

E. Acknowledgements and Releases

- 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 these Terms and Conditions.
- Applications may not contain material or information that violates or infringes a third party's rights including without limitation any privacy, publicity, trade secret, confidential, or intellectual property rights. AbbVie reserves the right to disqualify any Applicant if the Award Selection Committee determines that the Application does not meet the requirements of these Terms and Conditions or includes prohibited information.
- AbbVie or Biolabs are not responsible for any lost, illegible, stolen, late, damaged, misplaced, or misdirected Applications.
- All costs incurred by the Applicant in preparing and submitting an Application and/or presenting to AbbVie and BioLabs are the sole responsibility of the Applicant.
- Applications become the property of AbbVie and BioLabs, and cannot be acknowledged or returned. Applications are not confidential information and become the property of AbbVie.
- During Application review, AbbVie or BioLabs may contact Applicants for additional information. If contacted, Applicant must respond in a timely manner to such request to remain eligible for an Award
- All decisions of the Award Selection Committee shall be final and binding on all Applicants and cannot be challenged in any manner.
- Personal information collected during the contest may be used or disclosed by Biolabs and AbbVie and their affiliates, as stated in these Terms and Conditions, for purposes of contest administration, Award Recipient identification and qualification, Award Recipient notification and prize award, and otherwise as described in AbbVie's Policy: <https://www.abbvie.co.jp/privacy.html>
- Each Applicant and Award Recipient, as well as its representatives, consent to the use of their name, photograph, likeness, biographical information, and voice for

promotional purposes and in advertising worldwide by AbbVie and BioLabs without approval rights or additional compensation, except where prohibited by law.

- ABBVIE AND BIOLABS SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF USE OF AN AWARD OR ANY OTHER ASPECT OF AN AWARD RECIPIENT'S ACCEPTANCE OR USE OF AN AWARD.
- By applying, Applicant also agrees and acknowledges that all research disclosed in the Application and in connection with the review 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 AbbVie and BioLabs, and may be available to a third party. As such, Applicant agrees to waive all rights, claims, and any cause of action Applicant may have against AbbVie or BioLabs (including either company's parents, affiliated entities, advisors, agents, licensees, employees, contractors, directors, and officers) related to any ideas, suggestions, and/or concepts contained in the Application and/or the review process.
- By applying, each Applicant agrees to be bound by these Terms and Conditions and by AbbVie's decisions regarding finalists and Award Recipients, which will be final in all respects. Each Applicant releases and holds harmless AbbVie, BioLabs, and each of their respective parent companies, subsidiaries, and affiliates, each of their respective officers, directors, employees, representatives, and agents, their respective successors and assigns, and those acting under their permission, from any claim that Applicant may have concerning its submission of an Application, participation in an Award, receipt of the Award, or otherwise in connection with an Award, including without limitation AbbVie's use or publication of the Applicant's Application or the information contained therein.

F. Indemnification and Limitation of Liability

- Applicant agrees to indemnify AbbVie and BioLabs in the event of any damages (including reasonable attorneys' fees) concerning its participation in the Award and its acceptance and use of the Award.
- Applicant further indemnifies AbbVie and BioLabs for any damages (including for reasonable attorneys' fees) connected to any claim for misappropriation or infringement resulting from (i) Applicant's infringement of any third-party intellectual property; (ii) AbbVie's mentoring of Applicant;

or (iii) AbbVie's involvement with any idea, invention, information, or materials comprised in an Application.

- Applicant recognizes that AbbVie may currently, or in the future, be developing ideas, concepts, solutions, or information like those in an Application. Nothing herein prohibits AbbVie from independently acquiring, developing, or having developed products, concepts, systems, services, or techniques like, or competitive with, the products, concepts, systems, or techniques envisioned or embodied in an Application.
- Each Applicant acknowledges that AbbVie and BioLabs will rely on this provision, potentially at substantial cost, and each Applicant agrees not to assert any claim against anyone relating to the contest, an Award, or a Golden Ticket. The remedy for any claim is limited to actual damages, and neither AbbVie nor BioLabs will be liable for any punitive, incidental, special, consequential, or other damages. Without limiting the foregoing, any liability of AbbVie or BioLabs is limited to the retail value of any Golden Ticket received by the Award Recipient

#### G. Governing Law and Venue

These Terms and Conditions and the Application will be construed and governed by the laws of the state of Massachusetts, without regard to conflict of law principles. Any litigation regarding an Award or these Terms and Conditions must be initiated and prosecuted in any court of competent subject matter jurisdiction in the state of Massachusetts and expressly agree that such courts shall be the exclusive venue for any such litigation. To the extent not prohibited by applicable law, each Applicant waives and covenants not to assert any right to a trial by jury in any claim arising under or in connection with these Terms and Conditions or the Application.

For questions about the Award eligibility, please email Shu Konakahara (AbbVie Ventures) at [shu.konakahara@abbvie.com](mailto:shu.konakahara@abbvie.com).

For questions about BioLabs, please email [GoldenTicket@biolabs.io](mailto:GoldenTicket@biolabs.io)

How can I learn more about AbbVie?

AbbVie's mission is to discover and deliver innovative medicines that solve serious health

issues today and address the medical challenges of tomorrow. We strive to have a remarkable impact on people's lives across several key therapeutic areas – immunology, oncology, neuroscience, eye care, obesity, and aesthetics. For more information about AbbVie, please visit us at [www.abbvie.co.jp](http://www.abbvie.co.jp), [www.abbvie.com/science/pipeline.html](http://www.abbvie.com/science/pipeline.html), [www.abbvie.com/science/partner-with-us/abbvie-ventures.html](http://www.abbvie.com/science/partner-with-us/abbvie-ventures.html) and [www.abbvie.com/science/partner-with-us.html](http://www.abbvie.com/science/partner-with-us.html).