



Otsuka



Otsuka Pharmaceutical

2024 Golden Ticket Contest

Otsuka Pharmaceutical Co., Ltd. (Otsuka) is a global healthcare company with the corporate philosophy: Otsuka—people creating new products for better health worldwide. Otsuka researches, develops, manufactures, and markets innovative products, with a focus on pharmaceutical products to meet unmet medical needs and nutraceutical products for the maintenance of everyday health.

Otsuka will award up to two (2) “Golden Tickets” (or “Awards”). These “Golden Tickets” provide one year of BioLabs membership plus access to a dedicated laboratory bench at one of BioLabs’ US site locations. (Subject to site availability) The Golden Ticket will be awarded to a life science startup company (“Award Recipients”) working on novel platform technologies for discovery of novel targets, improved drug discovery, tissue tropism, delivery of large molecules, or new pharmaceutical based therapeutic interventions. Therapeutics areas of strategic focus include Psychiatry, Neurology, Cardio-Renal and Immunology.

Key Dates of the Golden Ticket Contest:

- **Feb 13th, 2024** -- Golden Ticket applications open
- **April 1st, 2024** -- Deadline for Golden Ticket application submission*
- **April 19th, 2024** -- Finalists will be notified and invited to present at Live & Virtual Final Pitch Event
- **May 16th, 2024**- Live Final Pitch Event in Waltham, MA (by invitation only)- Each Final applicant’s travel expenses will be covered by Otsuka. Details to be determined once finalists are picked.

By applying, each participating entity (“Applicant”) acknowledges that it has read the official Terms and Conditions below and that it fully agrees to and accepts them.

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

Golden Ticket Terms and Conditions

1. Eligibility

- a. An Award is open to life science startup companies located in and formed under the laws of the United States (no visa sponsorships will be issued for individuals).
- b. Application Criteria- Applicants wishing to apply for an Award must:
 - i. Be working on novel platform technologies for discovery of novel targets, improved drug discovery, tissue tropism, delivery of large molecules, or new pharmaceutical based therapeutic interventions.
 - ii. Be focused in the following therapeutic areas and working on:
 - New disease-modifying therapies in neurodegenerative disorders such as ALS, PD or AD
 - Technology regarding molecular mechanism ID that cause brain signal network abnormality, especially in regulating sleep and EI balance.

- New immunological therapies to control cross-talk between tissues and immune cells for chronic inflammatory diseases, with particular interest in mechanisms for in vivo tolerance induction, restoration of immune homeostasis, or depletion of cells associated with auto-immunity
 - New strategies to halt the progression and/or reverse fibrotic diseases in the kidney and other organs, genetic or autoimmune kidney diseases, and acute kidney injury
- iii. Submit a single complete application, including a non-confidential pitch deck as specified herein.
 - iv. Be scientifically and financially ready to physically use BioLabs' membership and dedicated laboratory bench space.
 - v. Not be party to any existing agreements that would prevent it from accepting an Award.
 - vi. Be comfortable working in a shared lab facility, and agree to conduct operations per Biolabs' established policies and procedures; and
 - vii. Represent and warrant that the Applicant has read and agrees to follow these Terms and Conditions.
 - viii. Be aware that working with Radioactive materials is prohibited on the site premises.
 - ix. Be aware that they cannot bring in, house or work with any animals on the site premises.
- c. Those not eligible to participate in the competition include employees, contractors, officers, or directors of Otsuka, including any immediate family members or any individual residing in the household of a Otsuka employee, officer, or director (whether or not related); academic institutions; government agencies; or individuals who are under eighteen (18) years old.
 - d. Applicants who are health care professionals (HCPs) are obliged to disclose such information to Otsuka and may be required to sign a separate agreement to ensure compliance with any Otsuka policies regarding HCPs interactions. Otsuka will report any transfer of value to an HCP in accordance with local, state, or federal laws. Additionally, any transfer of value may be subject to additional local and state regulations.
 - e. All federal, state, and local laws and regulations apply, and an Award is void where prohibited by law.

2. Golden Ticket Application and Selection

- a. Otsuka is sponsoring up to two Golden Ticket Awards. Applicants must indicate which BioLabs US site they intend to join if selected to receive an Award. If the Applicant is open to being awarded a dedicated lab bench at more than one of BioLabs' US locations, it should select all applicable BioLabs locations on the Application.
- b. Applications open February 13th, 2024., Applications must include: 1. the Application Form, and 2. a non-confidential pitch deck.
- c. Applications must be submitted online on by 11:59 pm EST on April 1st, 2024. Any submissions received after such date and time will not be considered, except at Otsuka's sole discretion.
- d. By applying, 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.

- e. 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. Otsuka reserves the right to disqualify any Applicant if the Golden Ticket Selection Committee determines that the Application does not meet the requirements of these Terms or includes prohibited information.
- f. Otsuka is not responsible for any lost, illegible, stolen, late, damaged, misplaced, or misdirected Applications.
- g. All costs incurred by the Applicant in preparing and submitting an Application and/or presenting to Otsuka are the sole responsibility of the Applicant.
- h. Applications become the property of Otsuka and cannot be acknowledged or returned. Applications are not confidential information and become the property of Otsuka.

3. Judging Criteria and Judges

- a. Qualified experts from Otsuka ("Judges") will assess and triage Applications in a thorough initial screening.
- b. The judging criteria will include:
 - i. Applicants must meet Otsuka's application criteria as listed in the Eligibility section above.
 - ii. Applicants must meet BioLabs' and the selected BioLabs site's criteria for resident company membership as listed in the Eligibility section above.
 - iii. Applicant must be ready to move into lab space at the selected BioLabs site location shortly after receiving an Award (subject to site availability)
- c. During Application review, Otsuka 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.
- d. Judges will select a set of finalists who will then be invited to present their technology to the Golden Ticket Selection Committee during a final In-person Pitch Event. Pitch Event Judges are members of Otsuka and BioLabs Leadership.
- e. The Pitch Event will be held in person on May 16th, 2024 (275 Second Ave. 4th Floor Waltham, MA 02451). Further information on the pitch event will be distributed following the selection of the finalists.
- f. Each Final applicant's travel expenses will be covered by Otsuka. Details to be determined once finalists are picked.
- g. All decisions of the Golden Ticket Selection Committee shall be final and binding on all Applicants and cannot be challenged in any manner.

4. Award

- a. An Award consists of one (1) year of membership plus access to a dedicated lab bench for one individual at the chosen BioLabs location. Membership includes access to a fully equipped lab, office, conference, meeting rooms, and stocked cafe, and to many networking and social events with academic researchers, the greater biotech community, as well as scientific and business leaders from around the country.
- b. An Award covers the cost of the use of the bench space at BioLabs for one year, inclusive of the above-listed benefits. Any other expenses incurred are not covered by this Agreement and will be the responsibility of the Award Recipient.
- c. An Award is non-transferable and cannot be exchanged for cash or any other prize.
- d. An 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.
- e. Award Recipients are solely responsible for the payment of all relevant federal, state, and local taxes and for providing Otsuka 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 space for one (1) year.

5. Conditions of Award

- a. Otsuka and/or BioLabs will announce the Award Recipient(s) after the final pitch event and will make any further announcement(s) on its website sometime thereafter. Otsuka and/or Biolabs will follow up with any Award Recipient(s) through a formal communication using the email and/or phone number provided.
- b. Before granting an Award to a potential Award Recipient, Otsuka and Biolabs reserve 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 Otsuka and/or BioLabs 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 Terms and Conditions with Otsuka or BioLabs.
- c. 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.
- d. Otsuka 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 Otsuka and BioLabs' mission or fails to execute an acceptable agreement with Otsuka and/or BioLabs.
- e. Otsuka and the selected Finalist will execute any such further agreements as may be necessary or advisable.

6. Acceptance of Award

- a. 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.
- b. An official letter must be sent to the winner using the email or mailing address provided on the application form.
- c. A winning Applicant must accept its Award in writing within seven days of notification received by Biolabs.
- d. Notification of acceptance must be sent by email to the following addresses:
GoldenTicket@otsuka.jp and Goldenticket@biolabs.io
- e. Upon acceptance of an Award, the winning Applicant must take up its residency at BioLabs within three months of accepting the award. (Subject to availability at selected BioLabs site).
- f. In the event that the winning Applicant does not accept its Award in writing within seven days, Otsuka and BioLabs reserve the right to select a new winning Applicant from the Finalist pool.

7. Privacy Policy

Personal information collected during the contest may be used or disclosed by Otsuka and its 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 Otsuka Privacy Policy : [Privacy Policy | Otsuka Pharmaceutical Co., Ltd.](#)

8. Publicity Release

- a. 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 Otsuka and BioLabs without approval rights or additional compensation, except where prohibited by law.

9. Acknowledgements and Releases

- a. OTSUKA 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.
- b. 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 OTSUKA 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 OTSUKA 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.
- c. By applying, each Applicant agrees to be bound by these Terms and Conditions and by OTSUKA decisions regarding finalists and Award Recipients, which will be final in all respects. Each Applicant releases and holds harmless OTSUKA, 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 a Golden Ticket, or otherwise in connection with an Award, including without limitation OTSUKA's use or publication of the Applicant's Application or the information contained therein.

10. Indemnification and Limitation of Liability

- a. The applicant agrees to indemnify OTSUKA and BioLabs in the event of any damages (including reasonable attorneys' fees) concerning its participation in the Competition and its acceptance and use of a Golden Ticket.
- b. Applicant further indemnifies OTSUKA 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) OTSUKA's mentoring of Applicant; or (iii) OTSUKA's involvement with any idea, invention, information, or materials comprised in an Application.
- c. Applicant recognizes that OTSUKA may currently, or in the future, be developing ideas, concepts, solutions, or information like those in an application. Nothing herein prohibits OTSUKA 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.

- d. Each Applicant acknowledges that OTSUKA 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 OTSUKA nor BioLabs will be liable for any punitive, incidental, special, consequential, or other damages. Without limiting the foregoing, any liability of OTSUKA or BioLabs is limited to the retail value of any Golden Ticket received by the Award Recipient.

11. Governing Law and Venue

- a. These Terms and Conditions and the Application will be construed and governed by the laws of the Commonwealth 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 Commonwealth 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.

If you have any questions about the Application or the Golden Ticket, please contact the OTSUKA Golden Ticket team at GoldenTicket@otsuka.jp.

We look forward to receiving your application. Best of luck!