
Chiesi 2024 Golden Ticket Contest

Chiesi Global Rare Diseases is a business unit of the Chiesi Group, a family business striving to create a world where it is common to have a therapy for all diseases and acting as a force for good, for society and the planet. Global Rare Diseases was established to deliver innovative therapies and solutions for people affected by rare diseases and is working to ensure access to treatments, no matter how rare the condition, so as many people as possible can experience their most fulfilling life. The unit collaborates with the rare disease community around the globe to bring voice to underserved people in the health care system. For more information, please visit www.chiesirare diseases.com.

Chiesi will be awarding up to TWO “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(s) will be awarded to innovative, life-science startups (“Award Recipients”) working on research and development of *in vivo* applications of gene editing, and/or relevant viral and non-viral delivery technologies, for treating rare diseases.

Key Dates of the Golden Ticket Contest:

- **April 15, 2024**-- Chiesi Rare Disease Golden Ticket Applications open
- **June 30, 2024**-- Deadline for Golden Ticket Applications
- **July 10, 2024**-- Finalists will be notified and invited to present at **Virtual** Final Pitch Event
- **July 16, 2024**-- **Virtual** Final Pitch Event (by invitation only)

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

Golden Ticket Terms and Conditions

1. Eligibility

- a. An Award is open to start-up companies located in, and formed under the laws of, the United States (no visa sponsorships will be issued for individuals). Applicants wishing to apply for an Award must:
 - i. Submit a single complete Application, including a non-confidential pitch deck as specified herein.
 - ii. Be scientifically and financially ready to physically use the BioLabs bench space.
 - iii. Not be party to any existing agreements that would prevent it from accepting an Award.
 - iv. Be comfortable working in a shared lab space, conducting operations per Biolabs’ established policies and procedures; and
 - v. Represent and warrant that the Applicant has read and agrees to follow these Terms and Conditions.
 - vi. Be aware that working with Radioactive materials is prohibited on the site premises.
 - vii. Be aware that they cannot bring in, house or work with any animals on the site

premises.

- b. Those not eligible to participate in the competition include: employees, contractors, officers, or directors of Chiesi, including any immediate family members or any individual residing in the household of a Chiesi employee, officer, or director (whether or not related); academic institutions; government agencies; or individuals who are under eighteen (18) years old.
- c. Applicants who are health care professionals (HCPs) are obliged to disclose such information to Chiesi and may be required to sign a separate agreement to ensure compliance with any Chiesi policies regarding HCPs interactions. Chiesi 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.
- d. 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. Chiesi is sponsoring up to two Golden Ticket contests. Applicants must indicate which BioLabs US site they intend to join if selected to receive an Award. Applicants are allowed to apply to any site but may submit only one entry per site during the Application Period.
- b. Applications open April 15, 2024. To be considered, Applications must include: the Application Form and a non-confidential pitch deck.
- c. Applications must be submitted online by 11:59 pm EST on June 30, 2024. Any submissions received after such date and time will not be considered, except at Chiesi'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. Chiesi 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. Chiesi 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 Chiesi are the sole responsibility of the Applicant.
- h. Applications become the property of Chiesi and cannot be acknowledged or returned. Applications are not confidential information and become the property of Chiesi.

3. Judging Criteria and Judges

- a. Qualified experts from both Chiesi Global Rare Disease and Chiesi Group ("Judges") will assess and triage Applications in a thorough initial screening.
- b. The judging criteria will include:
 - i. Fit of science within the realm of in vivo applications of gene editing (site-specific modification of genomic DNA), and/or relevant viral and non-viral delivery technologies.
 - ii. Applicability of technology for addressing rare diseases with demonstrated unmet medical needs
 - iii. Pre-clinical evidence to support quality and feasibility of the technology

- iv. Potential for platform development (for example to address multiple indications)
 - v. Strength of prospective clinical impact and differentiation within the competitive landscape
 - vi. Capability to clearly define, communicate, and achieve proposed research milestones
 - vii. Motivation and qualifications of the team supporting the technology
 - viii. Alignment with Chiesi's mission in prioritizing sustainability, health equity, and patient care
 - ix. Must meet BioLabs resident criteria
 - x. Readiness to move into the BioLabs lab space shortly after receiving an Award (subject to site availability)
- c. During Application review, Chiesi or BioLabs may contact Applicants for additional information. If contacted, Applicant must timely respond to such request to remain eligible for an Award.
 - d. Judges will select a set of finalists who will be invited to present their technology to the Golden Ticket Selection Committee Pitch Event. Pitch event Judges are members of Chiesi and a member of BioLabs Leadership. The pitch event will be held virtually on July 16, 2024. Further information on the pitch event will be distributed following the selection of the finalists.
 - e. 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-year access to an individual workstation and membership in the BioLabs awarded location. The bench space 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 Chiesi 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 year.

5. Conditions of Award

- a. Chiesi and/or Biolabs will announce the Award Recipient(s) after the final pitch event and will make any further announcement(s) on its website and social media sometime thereafter. Chiesi 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, Chiesi 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 Chiesi 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 Chiesi or BioLabs.

- c. Any Award Recipient(s) must agree to the terms and conditions that BioLabs requires for users of BioLabs' bench spaces to be eligible to receive an Award.
- d. Chiesi 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 Chiesi and BioLabs' mission or fails to execute an acceptable agreement with Chiesi and/or BioLabs.
- e. Chiesi 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. Official letter will be sent to the winner using the email or mailing address provided on the application form
- c. The 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:
I: golden.ticket@chiesi.com and Goldenticket@biolabs.io
- e. Upon acceptance of an Award, the winning Applicant must take up their residency at BioLabs within three months of accepting the award, (subject to availability at BioLabs site).
- f. In the event that the winning Applicant does not accept its Award in writing within seven days, Chiesi and BioLabs reserve the right to select a new winning Applicant from the Finalist pool.
- g. Upon acceptance of an award, the winners will be announced on BioLabs social media.

7. Privacy Policy

- a. Personal information collected during the contest may be used or disclosed by Chiesi 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 Chiesi's Privacy Policy: <https://www.chiesiusa.com/privacy-policy/>

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 Chiesi and BioLabs without approval rights or additional compensation, except where prohibited by law.

9. Acknowledgements and Releases

- a. CHIESI 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 Chiesi 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 Chiesi 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 Chiesi's decisions regarding finalists and Award Recipients, which will be final in all respects. Each Applicant releases and holds harmless Chiesi, 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 Chiesi's use or publication of the Applicant's Application or the information contained therein.

10. Indemnification and Limitation of Liability

- a. Applicant agrees to indemnify Chiesi 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 Chiesi 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) Chiesi's mentoring of Applicant; or (iii) Chiesi's involvement with any idea, invention, information, or materials comprised in an Application.
- c. Applicant recognizes that Chiesi may currently, or in the future, be developing ideas, concepts, solutions, or information like those in an application. Nothing herein prohibits Chiesi 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 Chiesi 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 Chiesi nor BioLabs will be liable for any punitive, incidental, special, consequential, or other damages. Without limiting the foregoing, any liability of Chiesi 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 State of New York, 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 New York, New York, 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 Chiesi Golden Ticket team at golden.ticket@chiesi.com and/or the BioLabs team at Goldenticket@biolabs.io.

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