

Biogen Golden Ticket Award in Neuroscience

TERMS AND CONDITIONS

BY PARTICIPATING IN THIS CONTEST YOU DECLARE THAT YOU HAVE READ THE OFFICIAL RULES BELOW AND THAT YOU FULLY AGREE TO ALL OF THESE TERMS AND CONDITIONS.

OVERVIEW

The Biogen Golden Ticket Award in Neuroscience (the “Award”) is a competitive process seeking to identify rising startup companies in the field of neuroscience. The process begins with completion of a short application form which provides non-confidential information about the applying company and research area. Following submission, the Biogen selection committee will identify a limited number of applications to move on to the final rounds for review. Each winning applicant will receive a “Golden Ticket” for waitlist priority and a voucher for one (1) year of prepaid rent for a reserved bench for one (1) scientist at LabCentral, Inc. in Cambridge, Massachusetts (“LabCentral”).

RULES, TERMS AND CONDITIONS, AND PRIVACY POLICY

1. Eligibility. The Award is open only to startup companies organized under the laws of, and physically residing in, the 50 United States and District of Columbia that (a) have not and will not as of receipt of the Golden Ticket (if such applicant is chosen as a Winner (as defined below) of this contest) raised in excess of USD \$7.5 million in cumulative capital funding and (b) do not and will not have more than USD \$3 million in trailing revenue during the twelve (12)-month period prior to receipt of a Golden Ticket (if such applicant is chosen as a Winner of this contest). Only corporate entities are eligible to receive a Golden Ticket. Further, the applicant must be working in the field or related field of neuroscience and/or neuroscience technology platforms. **NO PURCHASE IS NECESSARY TO PARTICIPATE IN THE AWARD**, and no payment of money is necessary to apply or win. Any purchase or payment will not increase chances of winning.

The following are not eligible to participate in the Award or receive a Golden Ticket (including as representatives of an applicant company): (i) government agencies and institutions (including public universities) and their employees; (ii) individuals and entities who appear on the U.S. Government Department of Treasury’s Specially Designated Nationals List; (iii) employees of Biogen Inc. (“Biogen”) or LabCentral or their respective affiliates, subsidiaries, and agents, and immediate family members (parents, children, siblings or spouse, regardless of where they live; or persons living in same household, whether related or not) of such individuals; and (iv) individuals who are under eighteen (18) years of age. The Award is void where prohibited by law. All federal, state and local laws and regulations apply.

2. Application and Selection Process. The application process begins at 12:00 AM, Eastern Time, on August 26th, 2019, and ends at 11:59 PM, Eastern Time, on October 14th, 2019. Applicants must complete, using **only non-confidential information**, the Biogen Golden Ticket Award in Neuroscience Application available (the “Application”) http://www.biogen.com/en_us/labcentral.html and return the completed Application by email to Guillermo.yudowski@biogen.com, with the subject line “Biogen Neuroscience Golden Ticket Program Application” by October 14th, 2019 at 11:59 PM, Eastern Time.

Submission of an Application constitutes the applicant's full and unconditional agreement to these Terms and Conditions. Incomplete Applications and Applications not complying with these Terms and Conditions are subject to disqualification. Applications received after 11:59 PM, Eastern Time, on October 14th, 2019, will not be considered, except at the sole discretion of Biogen. Biogen is not responsible for Applications that for any reason are lost, late, or misdirected, for malfunctions of electronic equipment, computer hardware, or software, or for downloading or data entering problems or other technical problems, or human error related to the Application process or the Award. Applications will not be acknowledged or returned. Biogen, in its sole discretion, reserves the right to disqualify any Applications determined to be tampering with or abusing any aspect of the Award. Limit one (1) Application per entity. All information requested must be complete in order to be eligible to participate in the Award.

After submission, a selection committee chosen by Biogen in its sole discretion (the "Committee") will review and select a limited number of applicants to present to the Committee. Finalists will be selected on or before November 8th, 2019. Finalists will submit and give a non-confidential presentation followed by a question/answer session with the Committee. Any finalist who fails to attend the presentation at the designated date and time, for any reason, will no longer be eligible to receive the Award, except at the sole discretion of Biogen. The Committee will select up to two (2) winners of the Golden Ticket (each such winner, a "Winner"). Each Winner will be informed within one (1) month following the completion of all presentations.

3. Finalist and Winner Notification. Finalists and the two (2) Winners will be notified via the e-mail address or telephone number provided in the Application. If a reply is not received within two (2) weeks of the application notification, the applicant will forfeit participation in the contest and an alternate finalist and/or Winner will be selected, as applicable. Applicants not chosen will not be notified. Biogen assumes no responsibility for lost, late or misdirected communications or any computer, online, telephone or technical malfunctions that may occur.

4. Selection Criteria. The Committee will judge all submissions. Selection of the two (2) Winners will be based solely on the Committee's collective determination of the eligible submission that best helps achieve its goal of supporting the entrepreneurial, early stage activities of true startup companies and creating the next generation of powerhouse biotech companies. The Committee will seek high-potential applicants working in the field or related field of neuroscience and/or neuroscience technology platforms. Areas of interest include neurodegeneration, neuro-inflammation, neuro-metabolic and technology platforms that could ultimately be used to advance neuroscience programs. Applicants must demonstrate potential for high-impact science and promising execution, as well as a willingness and capacity to operate within the LabCentral shared community. The Committee may reject submissions for any reason. The final selection of finalists and the two (2) Winners will be at Biogen's sole discretion, and Biogen reserves the right to select no finalists and/or no Winner(s) if there are no sufficiently qualified candidates, in Biogen's sole discretion. Biogen reserves the right to modify the Award and these Terms and Conditions as determined by Biogen in its sole discretion. The decisions of Biogen and the Committee are final and binding.

5. Golden Ticket. Subject to these Terms and Conditions, each Winner will receive a "Golden Ticket" granting a priority spot for residency ahead of other companies (i.e., placement on a priority waitlist) and a voucher for prepaid rent for one (1) reserved bench at LabCentral's shared laboratory facility located at 700 Main Street, Cambridge, MA 02142 for one (1) year, including the benefit of LabCentral's shared infrastructure and services (such as conference rooms, permits, shared equipment and facilities,

participation in LabCentral training modules, seminars, etc.). Only applicants meeting all applicable deadlines and requirements will be eligible to be selected as a Winner. **Receipt of the Golden Ticket is conditioned upon (a) the Winner and its applicable employees, officers, and directors signing, where permitted by law, a Winner Release within 6 months of announcement (including an affidavit of eligibility, a receipt, and a license to use relevant individuals' names and likenesses in connection with promoting the Award) and/or other documentation as required by Biogen, (b) the approval of LabCentral, and (c) the Winner entering into a separate agreement with LabCentral and complying with LabCentral's policies regarding its facilities.** The Golden Ticket is non-transferable, non-assignable, non-substitutable, and cannot be returned for cash or any other consideration. Each Winner is solely responsible for payment of all federal, state and/or local income and other taxes and duties related to any Award received. **The Golden Ticket does not guarantee lab space at LabCentral starting at any specific time, as space is subject to availability and LabCentral's waitlist policies.** Lab use will commence when space is available and as agreed between each Winner and LabCentral.

6. Privacy Policy. Personal information collected during the contest may be used or disclosed by Biogen and its affiliates as stated in these Terms and Conditions, for purposes of contest administration, Winner identification and qualification, Winner notification and prize award, and otherwise as described in Biogen's Privacy Policy at https://www.biogen.com/en_us/privacy-policy.html.

7. Acknowledgement/Release. By submitting an Application, each applicant agrees to be bound by these Terms and Conditions and by Biogen's decisions regarding finalists and each Winner, which will be final in all respects. Each applicant releases and holds harmless Biogen, LabCentral, 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 and all claims the applicant may have in connection with the applicant's submission of an Application, participation in the Award, receipt of a Golden Ticket, or otherwise in connection with the Award, including without limitation Biogen's use or publication of the applicant's Application or the information contained therein.

8. Indemnification and Limitation of Liability. Each applicant agrees to defend, indemnify, and hold harmless Biogen and LabCentral, 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 and against any and all claims, damages, liabilities, costs, fines, charges and expenses (including reasonable attorneys' fees) arising out of any breach or alleged breach of these Terms and Conditions or the Application, including without limitation the breach of any representations or warranties contained therein, as well as any other claims, damages, charges, fines or liability due to any injuries, damages or losses to any person (including death) or property of any kind, or any claims of violation of rights of publicity or privacy, defamation or portrayal in a false light, resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of an Award or participation in this contest or in any contest-related activity.. Each applicant acknowledges that Biogen and LabCentral will rely on this provision, potentially at substantial cost to Biogen and/or LabCentral, and each applicant agrees not to assert any claim of any nature whatsoever against anyone relating to the contest, the Award or the Golden Ticket. The remedy for any claim shall be limited to actual damages and in no event will Biogen and LabCentral be liable for any punitive, incidental, special, consequential or other damages. Without limiting the foregoing, in no event shall Biogen and LabCentral's liability, if any, exceed the retail value of any Golden Ticket received by the Winner.

9. Publicity Release. Each applicant and Winner consents to the use of his/her name, photograph, likeness, biographical information, and voice for promotional purposes and in advertising worldwide without approval rights or additional compensation, except where prohibited by law.

10. General Rules of Participation. This contest is subject to all applicable federal, state, local and municipal laws. By participating, you agree to be bound by these Terms and Conditions and the decisions of Biogen and LabCentral and waive any right to claim ambiguity in these Terms and Conditions. Biogen is not responsible for lost, late, misdirected, undeliverable or incomplete Applications.

Biogen reserves the right to disqualify any applicant that Biogen determines, in its sole discretion, violates these Terms and Conditions. Biogen reserves the right, in its sole discretion, to cancel, terminate, suspend and/or modify the contest, or any part of it, at any time, without notice. If for any reason this contest is not able to be conducted as planned, including, but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Biogen which corrupt or affect the administration, security, fairness, integrity or proper conduct of the contest, then Biogen reserves the right at its sole discretion to cancel, terminate, modify or suspend the contest, or any part of it, and grant the Award from valid Applications received up to the termination or suspension date.

CAUTION: ANY ATTEMPT BY AN APPLICANT TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, BIOGEN RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH APPLICANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

11. Governing Law/Venue/Jurisdiction. These Terms and Conditions and the Application will be construed in accordance with the laws of the Commonwealth of Massachusetts applicable to agreements made and to be performed therein without regard to conflict of law principles. Any litigation arising from or relating to the Award or these Terms and Conditions must be initiated and prosecuted in any court of competent subject matter jurisdiction in Boston, Massachusetts, and the applicant, Biogen, and LabCentral consent to the personal jurisdiction of such courts over them and to the convenience of proceeding in such courts, 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.**