

TERMS AND CONDITIONS FOR CHALLENGE ENTRY AND PARTICIPATION

These terms and conditions together with any specific rules set out in these Challenge Rules ("**Rules**") and apply to the *Imagine Express Challenge* which encompasses both the Idea Submission and Workshop elements of the challenge ("**Challenge**") being run by Otsuka Pharmaceutical Europe Limited ("**OPEL.**") Those entering the Challenge, ("**Entrants**") agree to be bound by these Rules.

1. General

- 1.1** OPEL reserves the right to cancel or amend the Challenge or the Rules without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside OPEL's reasonable control. Any changes will be posted on the following website <http://imagine.cc/imagine-express/2018/otsuka> ("**Website**") or be communicated by some other method to an Entrant. A copy of the Rules may also be obtained by contacting the relevant OPEL contact which will be detailed on the Website.
- 1.2** In the event of any dispute regarding the Rules, conduct, results and all other matters relating to the Challenge, the decision of the judge(s) shall be final and no correspondence or discussion shall be entered into.

2. Qualifying Entrants

- 2.1** To qualify to enter the Challenge you must be resident in the United Kingdom, Switzerland, Spain, Italy, Austria, Germany, Belgium, France, the Netherlands, Luxembourg, Denmark, Sweden, Norway and Finland ("**Qualifying Region**"). The contact details you provide with your Challenge entry ("**Entr(-y)/(-ies)**") may be used to communicate with you with regards to your Entry so please make sure this is correct.
- 2.2** The following two (2) parts make up the Challenge:
- (a) the submission of ideas ("**Idea Submission(s)**"); and
 - (b) being invited onto the *Imagine Express* train to workshop how to put into practice the selected Idea Submission ("**Workshop**").
- 2.3** The judges in their sole discretion will select only three (3) successful Idea Submissions. No correspondence or discussion shall be entered into with the selected and unsuccessful Entrants regarding the decision of the judges. **Please note that whilst all Entrants are welcome to participate in the Idea Submission part of the Challenge, only Entrants who are OPEL or OPEL affiliate employees are able to board the *Imagine Express* train to participate in the Workshops. HCP's are not able to participate in the Workshop aboard the *Imagine Express* train unless they are an OPEL or OPEL affiliate employee. A ("HCP") is a healthcare professional who is a member of the medical, dental, pharmacy and nursing professions and any other persons who in the course of their professional activities may administer, prescribe, purchase, recommend or supply a medicine in any jurisdiction worldwide. For the avoidance of doubt, if someone other than an OPEL and OPEL affiliate employee who is associated with a selected Idea Submission wishes to participate in a Workshop, they are free to do so remotely from another location other than aboard the *Imagine Express* train.**

PROPRIETARY AND CONFIDENTIAL

- 2.4 Additional eligibility requirements may apply to this Challenge, e.g. a valid passport, visas and/or driver's licence will be required if the Challenge prize includes travel outside the United Kingdom and/or car hire.
- 2.5 By entering the Challenge, you hereby warrant that all information submitted by you is true, current and complete. OPEL reserves the right to verify the eligibility of all Entrants.
- 2.6 OPEL assumes that by entering the Challenge (and you warrant that) you are aged 18 or over and will declare upon Entry whether you are an HCP or not.
- 2.7 OPEL reserves the right to disqualify any Entrant if it has reasonable grounds to believe the Entrant has breached any of the Rules.
- 2.8 In the event that any entrant is disqualified from the Challenge, OPEL in its sole discretion may decide whether a replacement should be selected. In this event, any further Entrant will be selected on the same criteria as the original Entrant and will be subject to these Rules.

3. Challenge Entries

- 3.1 An Entrant is free to make more than one (1) Idea Submission and always subject to these Rules.
- 3.2 Challenge Entries must be made in the manner and by the closing date specified in these Rules. Failure to do so will disqualify the Entry.
- 3.3 There is no purchase requirement to enter the Challenge.
- 3.4 Entrants should note that unless stated otherwise, OPEL does not accept responsibility for the return of any Entries, including those consisting of artistic or other material.

4. Idea Submission and Workshop Attendees

- 4.1 All Idea Submissions must be made by qualifying Entrants on or by Monday 15th January 2018 at 23:59. OPEL will notify only the three (3) selected Idea Submission Entrants on or by Wednesday 24th January 2018 at 23:59. It is at this point that the three (3) selected Idea Submission Entrants will have to confirm with OPEL whether they are eligible and able to participate in the Workshop.
- 4.2 The names of the Entrants who submitted successful Idea Submissions may be published by OPEL in OPEL publications, by other means in which the Challenge appeared and/or on the Website.
- 4.3 Failure to claim a place at the Workshop when it is offered to the selected Entrant within this time or in the manner specified may result in disqualification and selection of an alternate Workshop attendee.
- 4.4 Tickets for the Workshop are non-transferable and there is no cash alternative.
- 4.5 Tickets for the Workshop are awarded at the discretion of OPEL and will not be awarded as a result of improper actions by or on behalf of any Entrant.
- 4.6 All taxes, insurances, transfers, spending money and other expenses (including meals or personal expenses upgrades etc.) as the case may be, relating to the Entrant's participation in the Challenge, are not the responsibility of OPEL.

5. Intellectual Property Rights & Use of Entries

PROPRIETARY AND CONFIDENTIAL

- 5.1** For the purposes of this clause 5, the following terms shall have the following meanings:
- (a) **“Entrant Materials”** means all Intellectual Property Rights which are owned by or licensed to the Challenge Entrant prior to the date of these Rules;
 - (b) **“Deliverable”** means any creation, work, discovery, theory (scientific or otherwise), know-how, data, technical or business information, invention (whether patentable or not), design (whether registrable or otherwise), process, formula, copyright work, database, customer client or supplier list created, devised, developed or discovered by the Entrant during the Challenge either alone or with any other person in connection with or in any way affecting or relating to Challenge entry or capable of being used or adapted for use therein or in connection therewith;
 - (c) **“Developed Intellectual Property Rights”** means all Intellectual Property Rights developed pursuant to the Challenge as set out in these Rules;
 - (d) **“Intellectual Property Rights”** means all patents, trademarks, service marks, logos, get up, trade names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;
 - (e) **“OPEL Materials”** means all Intellectual Property Rights which are owned by or licensed to OPEL;
 - (f) **“Third Party Intellectual Property Rights”** means any and all Intellectual Property Rights developed by any third party engaged or in any way used by the Entrant to assist with part or all of the Challenge.
- 5.2** All right, title and interest in the OPEL Materials shall be retained by and remain vested in OPEL. All rights, title and interest in the Entrant Materials shall be retained by and remain vested in the Entrant.
- 5.3** All Developed Intellectual Property Rights (including those in the Deliverables) and material created, invented or conceived of by the Entrant, its employees, consultants, personnel or representatives in entering this Challenge shall be owned by OPEL. To the extent that any Intellectual Property is not owned by OPEL, the entrant shall assign to OPEL all such Intellectual Property Rights as soon as reasonably practicable for the Entrant to continue participating in the Challenge and for OPEL to make use of those Intellectual Property Rights to allow the entrant to participate further in the Challenge.
- 5.4** To the extent that the assignment to OPEL under clause 5.3 is prohibited by law, the Entrant hereby grants or shall promptly grant to OPEL an exclusive, perpetual, irrevocable, royalty-free, assignable, sub-licensable and unrestricted licence thereto until the Entrant has satisfied the legal requirements (in circumstances where assignment is prohibited temporarily) or in perpetuity (in circumstances where assignment is never permitted by law). Once the Entrant has satisfied the legal requirements to make such assignment, the Entrant hereby assigns or shall assign to OPEL all Intellectual Property Rights which shall be inclusive of the right, title and interest in the Deliverables.
- 5.5** The Entrant warrants that it will procure a written assignment of all Third Party Intellectual Property Rights from that third party to OPEL and provide OPEL with an executed assignment agreement with respect to the same.

PROPRIETARY AND CONFIDENTIAL

- 5.6** If the Deliverables contain or are in any way subject to third party Intellectual Property Rights which are not Third Party Developed Intellectual Property, the Entrant warrants that it shall procure a perpetual, irrevocable, royalty-free, assignable, sub-licensable and unrestricted licence thereto written licence of such rights to OPEL to allow it to use the Deliverables perpetually (even after expiration or termination of these Rules) as part of its business, including sharing it with the wider Otsuka Group and any third party.
- 5.7** The Entrant warrants that the use of anything the Entrant submits during the course of the Challenge by OPEL shall not infringe the rights, including any Intellectual Property Rights of any third party.
- 5.8** The Entrant shall keep OPEL indemnified in full against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by OPEL as a result of or in connection with any claim brought against OPEL for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the use of the Deliverables.
- 5.9** Nothing herein contained shall be deemed to grant to the Entrant any rights or licenses under any Intellectual Property Rights owned by OPEL or the Otsuka group companies.

6. Liability

OPEL cannot accept any responsibility for any damage, loss, injury or disappointment suffered by any Entrant Entering or participating in any part of the Challenge. OPEL is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment or software, failure of any email or Entry to be received on account of technical problems or traffic congestion on the internet, telephone lines or at any web site, or any combination thereof, including any injury or damage to Entrant's or any other person's computer or mobile telephone related to or resulting from participation in the Challenge. Nothing shall exclude either OPEL's or the Entrant's liability for death or personal injury as a result of its negligence.

7. Data Protection and Publicity

- 7.1** For the purposes of this clause 7, defined terms shall have the meaning accorded to them in the Data Protection Act 1998. In so far as the Entrant is required to process any Personal Data in fulfilment of its obligations under these Rules, the Entrant and OPEL acknowledge that for the purposes of the Data Protection Act 1998, OPEL is the Data Controller and the Entrant is the data processor of any Personal Data. The Entrant shall:
- a) process the Personal Data only to the extent, and in such a manner, as is necessary for the purposes specified in these Rules and in accordance with OPEL's instructions from time to time and shall not process the Personal Data for any other purpose. The Entrant will keep a record of any processing of personal data it carries out on behalf of the OPEL;
 - b) take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure OPEL's compliance with the seventh data protection principle;
 - c) not transfer the Personal Data outside the European Economic Area without the prior written consent of OPEL; and

PROPRIETARY AND CONFIDENTIAL

d) comply at all times with all applicable laws and regulations, relating to the processing of Personal Data and privacy within the European Economic Area.

7.2 The Entrant agrees to indemnify and keep indemnified and defend at its own expense OPEL against all costs, claims, damages or expenses incurred by OPEL or for which OPEL may become liable due to any failure by the Entrant or its employees or agents to comply with any of its obligations under this clause 7.

7.3 The Entrant agrees that OPEL will own and/or have unrestricted free right to use for all purposes any Deliverable, material, data and information generated or created directly and solely as part of the Challenge.

8. Confidentiality

8.1 During the course of the Challenge, the Entrant will have access to and may receive or create ideas, know-how, trade secrets, information, data, processes, substances and the like of OPEL (the “**Confidential Information**”). The Confidential Information shall remain the property of OPEL and the Entrant shall not reveal or disclose the Confidential Information or any part thereof to any person, firm, corporation, or other entity (except to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Entrant’s rights or carrying out its obligations under or in connection with these Rules, or where required to do so by law) nor use the Confidential Information or any part thereof without first obtaining the written consent of OPEL. Such obligation of confidentiality shall continue in full force and effect for a minimum period of five (5) years from the date of termination or expiry of these Rules or until such Information enters the public domain or otherwise becomes non-confidential.

8.2 The obligations of confidential treatment under this clause 8 shall not apply to any information which the Entrant can demonstrate by documented evidence:

(a) was known to the Entrant prior to receipt thereof from OPEL;

(b) was or becomes a matter of public information or publicly available through no act or failure to act on the part of the Entrant; or

(c) was lawfully acquired by the Entrant from a third party entitled to freely disclose such information to Entrant.

8.3 At OPEL’s request, the Entrant shall return to OPEL all parts of the Confidential Information provided by or on behalf of OPEL in documentary form and shall return or destroy all copies thereof made by the Entrant.

8.4 The Entrant acknowledges that disclosure of the Confidential Information or use of the Confidential Information contrary to the provisions of these Rules shall cause irreparable harm for which damages at law will not be an adequate remedy, and the Entrant agrees that the provisions of these Rules prohibiting disclosure of the Confidential Information or use contrary to the provisions hereof may be specifically enforced by a court of competent jurisdiction, including by way of injunctive relief. Notwithstanding, but not in limitation of the foregoing, the Entrant shall be responsible to OPEL for any damages arising from the breach by the Entrant its covenants and obligations in this clause 8, in addition to any and all other remedies available to OPEL at law or in equity.

8.5 Except as required by law, neither OPEL nor the Entrant shall use the name of the other in connection with any publicity without the prior written approval of the other party.

9. Governing Law and Jurisdiction

The Challenge and Rules and any dispute or claim arising out of or in connection with the Challenge and Rules or subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales without giving rise to its conflict of laws principles, and the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

10. Entire Agreement

These Rules set forth the entire agreement between OPEL and the Entrant with respect to the subject matter contained herein/therein, and may not be modified or amended except by a written agreement executed by OPEL and the Entrant.

11. Rights of Third Parties

Even if a person who is not a party to these Rules (including any employee, officer, agent, representative or sub-contractor of either OPEL or the Entrant) has a right to enforce any continuation of these Rules by virtue of section 1 of the Contracts (Rights of Third Parties) Act 1999, OPEL and the Entrant may, notwithstanding section 2(1) of the Contracts (Right of Third Parties) Act 1999, vary or cancel these Rules by agreement between them without requiring the consent of such third party.