

Official Rules and Terms & Conditions

ImpactHeme Program

Official Rules

No Purchase Necessary

Sponsored by Celgene Corporation, 86 Morris Avenue, Summit, New Jersey 07901 (“Sponsor”). Void where prohibited. All entrants agree to be bound by these Official Rules.

Eligibility

The ImpactHeme Award (“Award”, “Contest”) will be open to hematology patient organizations classified as a not-for-profit, or non-governmental organization (NGO) within their country who have submitted an application judged to have demonstrated excellence in crafting innovative solutions that creatively improve Shared Decision Making for people living with blood cancer and those who care for them.

Applications must demonstrate excellence in the following criteria categories:

- Inspired innovation
- Measurable impact
- Metrics for success

Scope and restrictions:

- Organizations must be classified as a not-for-profit, or non-governmental organization (NGO) within their country and must abide by their local and regional laws. Participation is limited to where allowed by local law.
- Consideration for awards will not be given to individuals, medical facilities or research institutions. Nor will applications be accepted for pre-clinical, clinical or translational research programs.
- Each organization may submit only one entry.
- Applications must be submitted using the online application form on the webpage (the “Application”).
- Applications will be accepted for:
 - Existing program to be grown or expanded;
 - New idea that requires initial funding
- Applications must be made in the English language.
- Organizations must submit a completed application form by the established deadline, May 18, 2019, 11:59 pm Pacific Standard Time.
- Applications must be complete to be eligible for consideration.
- Applications must address the 2019 theme: Supporting Shared Decision Making in Hematology
- Five prizes of \$20,000 USD each (or equivalent in local currency) will be awarded to up to five organizations, with the total of the program not to exceed \$100,000 USD.
- Winners will be selected in June 2019 and will notified by telephone or e-mail. All applicants will receive a communication no later than June 15th identifying the winners.

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(A) Application: Each Application must be uploaded via the application form on the Website.

(B) Application Parameters: Applications (i) must be the 100% original and sole creation of the entrant and all right, title and interest, including but not limited to the copyright in any Application, must be owned solely by the Applicant, (ii) may not have been submitted in any other competition prior or subsequent to the date of entry into this Contest, (iii) may not have been an initiative previously funded by Celgene Corporation or any of its affiliates or subsidiaries, (iv) may not infringe upon any third party's rights, including but not limited to copyright, patent or trademarks/tradenames/logos, or rights of privacy or publicity, or contain material that is or may be considered defamatory, slanderous or libelous, or portray or depict any person, product or entity in a false light, (v) must be truthful and accurate in all respects, (vi) may not violate any law, rule or regulation, (vii) may not contain any virus, bugs or other deleterious material, and (viii) may not contain or depict, for example but not limited to, profanity, defamatory statements, words or symbols widely considered offensive to individuals of any certain race, ethnicity, religious, sexual orientation or socioeconomic group, threats to any person, place, business, group or world peace; and each entrant warrants and represents that his/her Application complies with all of those conditions. Applications cannot contain, among other things, the trademark, tradename or logo of any third party or entity or product (including but not limited to the trademark, tradename or logo of any product competitive with any product of Sponsor, and including, but not limited to, on clothing), cannot contain, name, depict or describe any person (living, dead or fictional) other than the entrant and cannot contain any material that is protected by copyright. Any non-complying Application with these Official Rules will be subject to disqualification. By entering, each Applicant grants permission for the use of his/her Application, and his/her name, organization logo and likeness, to be posted on the Internet (including the Website) in connection with this Contest, and the advertising, promotion, and publicity of the Contest, and otherwise, as stated in these Official Rules (as solely determined by Sponsor); and each Applicant warrants and represents that he/she has all right and authority to grant such permission. Notwithstanding anything to the contrary, however, there is no obligation of the Sponsor or any other person or entity to post or make any use of the Application of any particular Applicant, or of any Applicant's information.

(C) Conditions of Submission: Only fully completed applications are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor. Notwithstanding anything to the contrary, Sponsor reserves the right to disqualify any Application that Sponsor, in its sole opinion, deems inappropriate. Applications that do not conform to these Official Rules or are submitted in any manner other than stated in these Official Rules will be disqualified.

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Celgene Corporation reserves the right to suspend, postpone, cease, terminate or otherwise modify the ImpactHeme Contest at any time, without assigning any reason, at its sole option and discretion and Celgene Corporation shall have no liability, whatsoever, in any such event.

Any party that submits an entry to be considered for the Hem Awards Contest (“Applicant”) must comply with all terms and conditions set forth in these Official Rules and winning is contingent upon fulfilling all requirements. Finalists will be selected by Celgene Corporation. The winners will be selected by a three (3) person panel of judges. The Contest will occur under the guidance of Celgene Corporation. Applicants agree to be bound by these rules and the decision of Celgene Corporation and the judges, whose decisions are final.

Potential winners will be notified by telephone or email no later than June 15th, 2019. If a potential finalist, or winner cannot be contacted and does not reply with appropriate affidavit and contact information within three (3) days after the first attempt to contact such potential finalist, or winner, an alternate Applicant will be selected in their place based on score and judges’ discretion. Should a finalist drop-out or be determined ineligible, the judges may select an alternate based on scoring and at their discretion, to encourage diversity of projects. A list of the winners will be posted on the ImpactHeme website no later than July 1st, 2019.

Prizes

Five prizes of \$20,000 (in \$USD) each will be awarded, with the total of the program not to exceed \$100,000. Monetary awards must be applied to proposed initiatives. Odds of winning dependent upon number of entries submitted and strength of entry based on the judgment of the judges.

There will be no substitutions for prizes. Prizes awarded are non-transferable and may not be exchanged or redeemed for cash, sold, or traded. Sponsor reserves the right to substitute a prize, in which case a prize of equal or greater value will be awarded.

Miscellaneous

Celgene Corporation may publish the following information regarding the finalists on Celgene Corporation’s website: Applicant name, applicant logo, project title and a brief description of the project. All efforts on the part of Celgene Corporation will be in good faith to maintain correct acknowledgment of the Applicant. Celgene Corporation will not make any other information from the Applications available to any outside party with the exception of the Applications from the finalists which will be shared with the judges of the Contest. Please NOTE: Applicants retain full intellectual property (“IP”) rights to their submitted concepts.

1. All participants retain ownership of any software or research they develop or any other IP rights they create; this IP will not be used by Celgene Corporation unless there is explicit agreement with the participants regarding this use.
2. Likewise, Applicants are free to publish papers in journals of their choice or create presentations describing their submissions (including relevant excerpts from the Celgene Corporation material where appropriate and with the proper acknowledgment of the source).
3. Celgene Corporation will select three (3) experts in the fields of healthcare, innovation, and advocacy, to serve as judges for the Contest, one of which may be a Celgene employee.

4. Celgene Corporation retains all right, title and interest in and to any materials, which Celgene Corporation provides to Applicants in connection with the Contest. Applicants may only use such materials for the purposes of this Contest and for the duration of this Contest. If Applicants use non-Celgene Corporation materials, they are responsible for securing the necessary rights to use such non-Celgene Corporation materials for the purposes of the project.
5. Agreeing to receive email news updates does not affect chances of winning.
6. Posting a link for the Contest on Facebook or Twitter does not increase your chances of winning. Neither Facebook nor Twitter is the Sponsor of the Contest.

In the event of a dispute, entries made by Internet will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. The "authorized account holder" is deemed the natural person who is assigned to an e-mail address by an Internet access provider, service provider or other online organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A potential winner may be requested to provide Celgene Corporation with proof that the potential winner is the authorized account holder of the e-mail address associated with the winning entry. If for any reason the Challenge is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, human error or any other causes beyond the control of Celgene Corporation that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Celgene Corporation reserves the right in their sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest. Celgene Corporation assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Celgene Corporation is not responsible for any problems or technical malfunction of any, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Celgene Corporation on account of technical problems or traffic congestion on the Internet or at any web site, any combination thereof, or otherwise, including any injury or damage to entrant's or any other person's computer related to or resulting from participation or downloading any materials in the Contest. Celgene Corporation is not responsible for late, lost, illegible, incomplete, stolen, or misdirected entries. CAUTION: ANY ATTEMPT BY AN APPLICANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, CELGENE CORPORATION RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

DISPUTE RESOLUTION/CHOICE OF LAW: Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court or the appropriate State Court located in New York; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Contest, but in no event attorneys' fees; and (3) under no circumstances will participant be permitted to obtain awards for, and Applicant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Applicants agree not to file a claim or bring a cause of action in a court of law against any of

the judges of the Contest for the conduct of the Contest or the selection of the winners. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant and releases in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules (whether of the State of New Jersey or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.