

## TERMS AND CONDITIONS OF THE CHALLENGE

T1D Exchange, a program of Unitio, Inc., and The Unitio Supporting Foundation, Inc. (collectively "T1D Exchange") are the organizers of the 2018 T1D Exchange Diabetes Innovation Challenge (the "Challenge"). The Challenge is an open, global competition to identify and accelerate transformational advancements in diagnostics, therapeutics, devices, or solutions that aim to improve patient outcomes for those living with diabetes. Entrants who complete the Challenge application ("Application") will be able to compete in one of several categories relevant to diabetes.

**NOTE: THE CHALLENGE DOES NOT REQUIRE THAT YOU DISCLOSE IDEAS, DESIGNS OR OTHER INTELLECTUAL PROPERTY RIGHTS ("IP") THAT ARE THE ENTRANT'S CONFIDENTIAL IP. THE CHALLENGE CAN NOT AND DOES NOT ASSURE THAT ANY IP DISCLOSED IN THE ENTRY APPLICATION OR OTHERWISE IN THE COURSE OF THE CHALLENGE WILL BE KEPT CONFIDENTIAL OR OTHERWISE PROTECTED BY T1D EXCHANGE, OR THE SPONSORS, JUDGES, PARTICIPANTS OR MEMBERS OF THE PUBLIC THAT MAY HAVE ACCESS TO THE IP. DO NOT DISCLOSE ANY IP THAT YOUR COUNSEL HAS NOT ASSURED IS PROTECTED.**

By submitting an Application to and participating in the Challenge, you, the applicant organization, on behalf of itself, its officers, directors, employees, agents and representatives ("you" or "Entrant"), are confirming the accuracy of the information submitted and agreeing to be bound by these following Terms and Conditions of the Challenge and the decisions of T1D Exchange, which decisions shall be final and in T1D Exchange's sole discretion. If you do not agree with any of these terms, you should not submit your Entry Application.

The Challenge begins on or about 10:00 am Eastern Standard Time (EST) on November 15, 2017 and ends no later than on or about 11:59 pm EST on May 21, 2018 ("Challenge Period"). During the entire Challenge Period, T1D Exchange's administrator's server/computer is the official time keeping device for the Challenge.

**Eligibility:** Open to persons eighteen (18) years of age or older, who are working on solutions that address critical issues related to the care, treatment, management or cure of diabetes and/or the associated complications.

**How to Enter:** Submit a completed Entry Application by February 16<sup>th</sup>, 6 pm EST\* to [diabetes.innovationchallenge.com](http://diabetes.innovationchallenge.com).

*\*Note, due to an overwhelming response from sponsors offering in-kind services to Challenge Finalists and Winners, the original Challenge application submission deadline of January 31<sup>st</sup> has been extended to February 16<sup>th</sup>, 2018.*

**Judges: Personnel employed or selected by T1D Exchange.**

**Semi-Finalist, Finalist, VIP Finalist, Grand Prize Winner, and VIP Grand Prize Winner Selection:**

- A. Semi-Finalist Selection: No later than February 28<sup>th</sup>, 2018 thirty (30) semi-finalists (“Semi-Finalists”) will be selected from all eligible Entrants (“Judges”), based on the Judging Criteria described in 4.A. Each Semi-Finalist will be notified that he/she has been selected by telephone and/or email no later than March 7<sup>th</sup>, 2018.
- B. Finalist Selection: No later than April 8, 2017
- C. Grand Prize Winner Selection: No later than May 21, 2018

**Representations of each Entrant:**

- 1. You represent and warrant that all submissions in your Application constitute your original creative work, that you are the owner of all right, title and interest in and to, or have valid licenses or other permissions fully to use and apply, the intellectual property rights (“IP”) which comprise the product or service described in your Application, and that such submissions do not infringe upon the creative work/intellectual property rights of others.
- 2. You represent that you have taken all appropriate steps to preserve and protect your intellectual property rights in all appropriate jurisdictions.
- 3. You acknowledge and agree that no promise of confidentiality, non-competition or non-disclosure has been or is made by T1D Parties as defined herein with respect to the information contained in your Application. No Application will be received or held “in confidence”, and there is no confidential relationship or obligation of secrecy between you and T1D Exchange, or any other T1D Parties. Before submission, you should seek and be guided by your own counsel as to the desirability of seeking patents or other protection for your Application.
- 4. You acknowledge that T1D Exchange and T1D Parties may presently or in the future be developing internally, or receiving from other parties, information that is similar to the Entry Application. Accordingly, nothing herein shall prohibit T1D Exchange or T1D Parties from independently acquiring, developing, or having developed for it, products, concepts, systems, services, or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in any Entry Application. You recognize that other persons or entities may have provided T1D Exchange or others, or made public, or may in the future submit, or make public, materials that are the same or similar to your Entry Application. You acknowledge and agree that T1D Exchange shall have the right to use such same or similar materials, and that you will not be entitled to any compensation arising from

such use of such materials. In the event that your Entry Application is identical or similar to the Entry Application of another Entrant, T1D Exchange reserves the right to score one Entry Application higher than the other subject to the judging criteria set forth below and at the sole discretion of T1D Exchange.

5. You further agree, by submitting information for consideration in the Challenge, that any and all such information may be disclosed to the T1D Parties as defined herein , and may be publicly disclosed, and that any presentations may be open to any interested parties, including the general public, as T1D Exchange determines in its discretion. In particular and without limitation, except where prohibited by law, you authorize T1D Exchange to use your name, names and likenesses of your principals, addresses, quotes, voices, and any part of the contents of your Entry Application for educational, editorial, public relations, trade, promotional, and advertising purposes, in all media now known or later discovered, worldwide, in perpetuity, without compensation or other consideration, notice, review or approval.
6. The Challenge will award, among other things certain in-kind professional and other services from the Sponsors. All services offered will be mutually agreed upon between the respective winning organizations and the respective Sponsors providing those services. It is likely that you will be required to waive potential conflicts of interest if you accept legal services from law firms providing services to T1D Exchange.
7. You agree that you are solely responsible for compliance with any/all laws, rules and regulations applicable to participation in the Challenge, any awards that you may receive, and any and all taxes, withholdings or other governmental assessments in any jurisdiction, in or within the United States or elsewhere.
8. By submitting your Entry Application, you agree that you release, to the fullest extent permitted by applicable law, T1D Exchange and its affiliates , and its and their respective officers, directors, employees, agents, representatives, Sponsors, Reviewers, all award suppliers, and all other affiliated and non-affiliated third parties who work with T1D Exchange (the "T1D Parties") from any and all claims, liabilities, actions, demands, causes of action, injuries, damages, losses and expenses (including payment of attorneys' fees for counsel for T1D parties), of any kind arising from, arising out of, whether directly or indirectly, in whole or in part, or in connection with, relating to, or resulting from your participation in the Challenge or acceptance, possession or use of any award from the Challenge. Further, you agree to indemnify, defend at your expense and hold harmless the T1D Parties, from any such claim by you or any third party arising from or relating to your participation in the Challenge, including without limitation infringements of copyright or any other intellectual property right, the use or misuse of the award, or participation in any Challenge-related activity.

9. You agree that these Terms and Conditions, and any matter relating in any way to T1D Exchange or the Challenge shall be governed in all respects by the laws of the Commonwealth of Massachusetts without giving effect to its choice of law provisions. You agree that the state and federal courts located within the Commonwealth of Massachusetts shall have exclusive jurisdiction and venue over any dispute arising from or relating to T1D Exchange or the Challenge.
  
10. T1D Exchange reserves the right, in its sole discretion, to reject, disqualify, modify, edit, and revise any Entry Application, to verify any element of any Entry Application or related materials, and to disqualify any Entrant whose participation may subject the Challenge, T1D Exchange, Sponsors, Reviewers or any of their respective advertisers, clients, or customers to controversy, negative publicity, scorn, and/or ridicule. T1D Exchange assumes no responsibility for lost, misdirected, damaged, incomplete, incorrect, altered, or illegible entries.