

**No purchase is necessary to enter or win. Submission of an application to this program constitutes your acceptance of these official rules. Void where restricted or prohibited by law.**

Entry in this program constitutes acceptance of these official rules by the entity submitting the entry.

### 1. SPONSOR

The Program is sponsored by Lunaphore Technologies S.A., Tolochenaz, Switzerland ("Sponsor" or "us").

### 2. BINDING AGREEMENT

Each entity submitting or attempting to submit an entry ("Participant" or "you") for the Lunaphore Lunaphore Grant Program Service Lab ("Program"), agrees to be bound by these Official Rules ("Rules") and the decisions of Sponsor, which are final and binding. Therefore, please read these Rules prior to entry to ensure you understand and agree. You may not submit an entry to the Program and are not eligible to receive the Prizes described in these Rules unless you agree to these Rules. Any and all individuals submitting an entry on behalf of an entity represents that such individual is acting within the scope of his/her employment, as an employee, contractor, or agent of such entity. Such individual warrants that (a) such entity has full knowledge of his/her actions and has consented thereto and (b) his/her actions do not violate the entity's policies and procedures.

### 3. PROGRAM PERIOD

The Program begins at 12:00 AM Central European Summer Time ("CEST") on April 1, 2021 and ends at 11:59 PM CEST on April 30, 2021 ("Program Period"). PARTICIPANTS ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTION.

### 4. ELIGIBILITY

To be eligible for the Program, the applicants must be age 18 or older. The entity must be an Academic Institution, Research Institution (Private or Academia), a Healthcare Organization (HCO) including hospitals, a pharmaceutical or biotechnology company or a Contract Research Organization (CRO), located or do substantial business in one of the following territories (the "Territory"): USA, EU countries, Switzerland, Norway, UK.

In addition, the following entities/individuals are not eligible to participate:

- Any local, state, provincial or federal or other government or government agency or any officials or employees thereof;
- Any affiliates of Sponsor or any employees of Sponsor or its affiliates and their immediate family and household members;

Winning any prize is contingent upon fulfilling all requirements set forth herein. The Program is subject to all applicable federal, state, and local laws and regulations. Winning any prize is contingent upon fulfilling all requirements set forth herein. The Program is void outside of the Territory, and where prohibited by law. Participation constitutes Participant's full and unconditional agreement to these Rules and Sponsor's decisions, which are final and binding in all matters related to the Program.

### 5. HOW TO ENTER

NO PURCHASE NECESSARY TO ENTER OR WIN.

In order to enter, during the Program Period, Participants should visit the Program website at <https://www.lunaphore.ch/grantprogramlab2021/> to submit a grant proposal and any additional registration information required for participation ("Application Form").

The Application Form will ask you indicate the platform of interest (LabSat® Research or COMET™) on which the service will be run.

It is also required to provide in text form:

- Detailed description of the research project, including sample tissue type and proposed biomarkers list;
- Research study background information on staining and imaging applications, and biomarkers panel;
- Information on how the project, run on LabSat® Research/COMET™ platform, will enable your laboratory to enhance current research or enable research not currently undertaken;
- Intended use of the data generated.

All Application Forms must be received online, through the online submission system, on or before the end of the Program Period. Application Forms must meet the Submission Requirements described below in Section 6.

All Application Forms will be deemed made by the entity represented by the authorized account holder of the e-mail account used to submit the Application Form, and the potential winner may be required to show proof that its employee, contractor or agent is the authorized account holder for that e-mail account. The "authorized account holder" is the natural person assigned to the e-mail account by the e-mail administrator at the time of account creation.

SPONSOR WILL CONSIDER ONLY ONE (1) ENTRY FROM EACH PARTICIPANT/COMPANY. NO OTHER ENTRIES WILL BE CONSIDERED. Subsequent entries will be disqualified. Entries become the sole property of Sponsor.

Sponsor is not responsible for: (i) lost, late, incomplete, invalid, illegible, unintelligible, incomplete, damaged, altered, counterfeit, obtained through fraud, late, or misdirected entries, which will be disqualified; (ii) for failed, partial or garbled computer transmissions; or (iii) for technical failures of any kind, including, but not limited to electronic malfunctioning of any network, hardware or software; or (iv) for any error, technical or otherwise. Sponsor reserves the right, in its sole discretion, to disqualify any application not in compliance with these Rules.

### 6. SUBMISSION REQUIREMENTS

Application Forms must be original to the Participant and must not infringe any third-party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligations, or otherwise violate applicable laws. No trademarks, logos, company names or advertising of third parties are allowed unless expressly permitted by Sponsor. Content may not be offensive or defamatory, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to reject and/or disqualify any entries (in whole or in part) that Sponsor deems, in its sole discretion, to be threatening, abusive, harassing, offensive, obscene, defamatory, libelous, hateful, embarrassing to another person or entity, profane, discriminatory, false, misleading or

deceptive, invasive of another's privacy, tortious, or that promote illegal behavior, or otherwise are inconsistent with its editorial standards or reputational interests, or that Sponsor believes may violate any applicable law or regulation, these Rules, or the rights of any third party.

## 7. ELECTRONIC COMMUNICATIONS

By submitting the Application Form, you agree to communicate for the purpose of this Program with Sponsor electronically. By agreeing to do business electronically, you (i) agree that your consent to these Rules is a binding form of your electronic signature, which you agree binds you to these Rules, (ii) represent that you have Internet access and a valid email address enabling you access to information pertaining to the Program online and to receive communications and documents electronically, and (iii) represent that you have a printer or other device to print or otherwise save communications and documents including, without limitation, these Rules and that you have, in fact, printed or otherwise saved a copy of these Rules for your records. This consent is effective unless and until you withdraw it. You may withdraw your consent to electronic communication and delivery of documents, update your contact information, or request a free paper copy of these Rules at any time by contacting us as set forth in these Rules. We will send you a confirmation notice once we have processed your change request.

## 8. SELECTION OF PRIZE WINNERS & NOTIFICATION

The Application Forms will be judged by qualified judges who are employees of Sponsor or its affiliates or external business partner. All Application Forms shall be judged based on the following objective criteria of equal weight:

- i. Impact of the study being developed;
- ii. Well defined proposal with precise research goals;
- iii. Availability of samples for service execution;
- iv. Preliminary experience with multiplex immunofluorescence;
- v. Intention to adopt Lunaphore instruments in laboratory research activities following service completion.
- vi. The awarded candidates (collectively, "Prize Winners") agree that Lunaphore Technologies shall have the right to publicly announce the Prize Winner's name and research topic, including in marketing materials and seminars.

## 9. PRIZES

Based on the submissions, Sponsor will select the awarded candidates, including a minimum of one (1) winning entity ("1st Prize") and one (1) runner up entity ("2nd Prize"), by May 14, 2021. If any potential Prize Winner fails to respond to Sponsor's notification within ten (10) calendar days and to comply with the obligations set forth in Section 11 below, Sponsor reserves the right to choose a different potential Prize Winner based upon the same criteria listed in Section 8. Determinations of judges are final and binding. In the event that no entries are received, no prizes will be awarded.

The Prizes offered by the Program to Prize Winners are:

- i. The 1st Prize winner will get one (1) 12-plex staining and imaging project run with the COMET™ platform.
  - ii. The 2nd Prize winner will get one (1) 6-plex staining and imaging project run with the LabSat® Research Platform (TSA-based multiplexed immunofluorescence).
  - iii. All other participants submitting applications meeting all criteria as detailed in Section 6 will receive a 20% voucher on Lunaphore products and services, valid only in 2021.
- The Prize Winners are responsible for any transportation costs of

their experiment samples.

Odds of winning the Prizes depend on number of eligible entries received and the skill of the Participants. No transfer, substitutions or cash equivalent for Prizes will be allowed, except at Sponsor's sole discretion. Any of the Prizes remaining unused as of 31st December 2021 shall be void. The Prize Winners may be required to sign a Certificate of Eligibility and Liability/ Publicity Release prior to receiving any Prize, unless prohibited by law.

Any and all Sponsor technologies and services come with the standard warranty as described in the product or service documentation. Sponsor and its affiliates make no other warranties or representations whatsoever relative to the quality, conditions, fitness or merchantability of any aspects of the Sponsor technologies and services that are purchased with the Prizes. Prize Winners and other Participants of each Program Category are solely responsible for all activation fees, service fees, taxes and other charges due on any purchased Sponsor technologies and services. Except as set forth herein, Sponsor shall be responsible for shipping and handling charges related to delivery of any Sponsor technologies and services to the Prize Winners.

## 10. TAXES

ALL TAXES, FEES, DUTIES, SURCHARGES, IF ANY, IMPOSED ON ANY PROGRAM PRIZE OR ANY SPONSOR TECHNOLOGIES AND SERVICES ARE THE SOLE RESPONSIBILITY OF THE PRIZE WINNERS. In order to receive a Prize, potential Prize Winners must submit the tax documentation requested by Sponsor or otherwise required by applicable law, to Sponsor or the relevant tax authority, all as determined by applicable law. Prize Winner is responsible for ensuring that it complies with all the applicable tax laws and filing requirements. If a Prize Winner fails to provide such documentation or comply with such laws, the Prize may be forfeited and Sponsor may, in its sole discretion, select an alternative potential Prize Winner.

## 11. GENERAL CONDITIONS

All federal, state and local laws and regulations apply. Sponsor reserves the right at its sole discretion to disqualify Participants that violate these Rules, misrepresent themselves or provide misleading information to Sponsor. Sponsor further reserves the right to disqualify any Participant that tampers with the submission process or any other part of the Program. Any attempt by a Participant to deliberately damage any web site or undermine the legitimate operation of the Program is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such Participant to the fullest extent of the applicable law. Participants agree to be bound by the decisions of Sponsor.

## 12. CONFIDENTIAL INFORMATION

Sponsor agrees to treat as confidential all information that is submitted by a Participant in writing and marked "Confidential." Sponsor and each Participant agree that Sponsor may use such confidential information exclusively for (i) judging such Participant's proposal, (ii) follow-up marketing activities related to this Program and (iii) general market analysis purposes (collectively, the "Purposes"). Sponsor agrees to protect such confidential information from unauthorized access and dissemination, and not to disclose it to any party other than to its affiliates, and its affiliates' officers, employees, representatives and advisors (collectively, "Agents"), who are reasonably required to receive such confidential information for the Purposes, where such Agents have been made aware of the confidential nature and are

bound by a written obligation of confidentiality no less stringent than that set forth herein. The provisions of this paragraph shall not apply to information or parts thereof which (a) have been in or become part of the public domain through no breach of this paragraph by Sponsor, (b) have been made available to Sponsor without known wrongful act by an independent third party, (c) have been already lawfully in Sponsor's possession at the time of receipt of the confidential information from the Participant, or (d) have been independently developed by Sponsor or its affiliates without use of the Participant's confidential information. In case Sponsor is required by applicable law, regulation, rule or act or by order of any governmental authority or court of competent jurisdiction to disclose a Participant's confidential information, Sponsor shall give sufficient advance written notice so that the Participant may either seek a protective order or other appropriate remedy or waive compliance with the provisions of this paragraph for such disclosure. In the event that a Participant is either unable to obtain such remedy or waives compliance with the provisions of this paragraph, Sponsor will thereafter disclose only the minimum confidential information of the Participant required in order to comply. Sponsor's nondisclosure and nonuse obligations with respect to a Participant's confidential information shall expire on the fifth anniversary of receipt of such information. Sponsor shall take action to enforce the obligations and restrictions herein on such affiliates and Agents which receive confidential information for the Purposes. Sponsor shall be liable to a Participant for any non-compliance of those affiliates and Agents with such obligations and restrictions to the same extent as Sponsor is liable for any such noncompliance on its own part. Each Participant warrants that it has the right to make disclosures of confidential information in connection with its proposal.

### **13. INTELLECTUAL PROPERTY RIGHTS/PUBLICITY**

As a condition of entry, but subject to the provisions of Section 12 above regarding Sponsor's treatment of the Participants' Confidential Information, Participants grant to Sponsor and its affiliates, subsidiaries, licensees and assigns, an irrevocable, perpetual, nonexclusive and royalty-free right to use, reproduce, edit, display, transmit, prepare derivative works of, modify, publish and otherwise make use of all information (excluding any Confidential Information) contained in the Application Form and any Participant's name, image, and likeness or other information in any and all media, whether now known or hereinafter created, throughout the world and for any purpose and without compensation. Further, Participants waive any moral rights with respect to any submitted work or entry. In addition to other things, the rights granted to Sponsor include, but are not limited to, the right to resize, crop, censor, compress, edit, feature, caption, affix logos to, and to otherwise alter or make use of the submitted entry, or any of the content contained within the submitted entry. The Participants acknowledge and agree that Sponsor shall have no obligation to post, display or otherwise make publicly available any entry submitted by the Participant. Participants consent to allowing Sponsor and its affiliates to publish a news release regarding the Program and the Prize Winners and their Application Forms on any of their websites and/or social media pages for promotional marketing purposes in perpetuity. Participants consent to being contacted by Sponsor or one of its representatives for follow-up marketing activities related to this Program.

### **14. PRIVACY**

Participants agree that personal data including, but not limited to, name, mailing address, phone number, and email address ("Personal Information") may be collected, processed, stored and otherwise used by the Sponsor, or any party authorized by them for the purposes of conducting and administering the Program, including its affiliates. This Personal Information may also be

used by Sponsor or any party authorized by them, including its affiliates, to verify a Participant's identity, postal address and telephone number in the event a Participant qualifies for any applicable Prize as well as to deliver the applicable Prize(s). Participants further agree that their Personal Information may be used to fulfill additional terms of the Program or to contact a Participant in response to a question submitted by such Participant or regarding certain technologies and services of Sponsor and its affiliates.

This Personal Information may also be shared by the Sponsor or any party authorized by them with any third-party for the purposes of fulfilling the terms of this Program or another service that a Participant have requested, to support the Sponsor's business, to comply with the law or in the good faith belief that such action is necessary in order to conform to the requirements of law or comply with legal process served on Sponsor, and to protect and defend Sponsor's rights or property.

Additionally, Personal Information may be stored and used by Sponsor to communicate with Participants in the future to discuss relevant information and news about the company and its products.

Note that Sponsor may share this Personal Information with its agents located in various offices throughout the world. Some of those offices may be in countries with data protection laws different than those established under Participants' national, state, provincial or local law.

Additionally, we ask that you please note the following:

- The data controller is Sponsor and the data recipients are Sponsor and its agents;
- Personal Information is collected for purposes of administration of the Program and for promotional purposes;
- Participants have a right of access to and withdrawal of their Personal Information. Participants also have a right of opposition to the data collection, under circumstances. To exercise such rights or to obtain a copy of the Rules at no charge, Participants may send a request to: [communications@lunaphore.com](mailto:communications@lunaphore.com);
- To further understand how Sponsor stores and uses Personal Information you can read the full Privacy Policy on: <https://www.lunaphore.ch/privacy/>.

### **15. WARRANTY & INDEMNITY**

Participants warrant that their entries are original to the Participant and do not infringe any third-party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligations, or otherwise violate applicable laws. Each Participant represents and warrants that all permissions, if any are required, have been granted prior to submission of the entry and that Participant may legally grant all licenses and permissions contained within these Rules to Sponsor.

To the maximum extent permitted by law, each Participant indemnifies, and agrees to keep indemnified, Sponsor at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Participant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, each Participant agrees to defend, indemnify and hold harmless Sponsor from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or accruing from (i) any entry materials submitted or otherwise provided by the Participant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (ii) any misrepresentation made by the Participant in connection with the Program; (iii) any non-compliance by

the Participant with these Rules; (iv) claims brought by persons or entities other than the parties to these Rules arising from or related to the Participant's involvement with the Program; (v) acceptance, possession, misuse or use of any Prize or participation in any Program-related activity or participation in this Program; (vi) any error in the collection, processing, or retention of entry information; or (vii) any typographical or other error in the printing, offering or announcement of any Prize or Prize Winners.

#### **16. RIGHT TO CANCEL, MODIFY, OR DISQUALIFY**

If for any reason the Program or any portion of either is not capable of running as planned due to technical or administrative problems, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond Sponsor's reasonable control which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Program, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Program, or any portion of it.

#### **17. LIMITATION OF LIABILITY**

IN NO EVENT SHALL SPONSOR OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, INCURRED BY PARTICIPANTS OR ANY THIRD PARTY, WHETHER BASED ON WARRANTY OR IN CONTRACT, TORT, OR OTHER LEGAL THEORY, AND WHETHER OR NOT ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES, ARISING FROM THE PROGRAM, PRIZES OR USE OF A PRIZE OR SPONSOR TECHNOLOGIES AND SERVICES, EVEN IF SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Sponsor is not responsible and shall not be liable for late or lost entries, whether caused by website users or by any of the equipment or programming associated with or utilized in the Program and assumes no responsibility for any computer, telephone, cable, network, electronic or internet hardware or software malfunctions, failures, connections, availability or intervention, error, omission, interruption, detection, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the web site.

By accepting a Prize, each Prize Winner agrees to release and hold harmless Sponsor, its affiliates and agents from any and all liability, loss or damages arising from or in connection with awarding, receipt and/or use of a Prize or Sponsor technologies and services or participation in Prize-related activities, and they shall have no liability for any injury, misfortune, or damage to either persons or property incurred by entering, participating in or winning this Program.

Participants agree that Sponsor shall have no liability for unsuccessful efforts to notify any potential Prize Winner, or for any injuries, losses, or damages by reason of the Participant's participation in the Program or use of the Prize.

#### **18. IN CASE OF DISPUTES**

Sponsor will interpret these Rules and resolve any disputes, conflicting claims or ambiguities concerning the Rules, and Sponsor's decisions shall be final. If any provision of these Rules is found to be invalid by any court having competent jurisdiction the invalidity of such provision shall not affect the validity of the remaining provisions of these rules, which shall remain in full force and effect. Sponsor reserves the right to modify or terminate the Program or to make such other decisions regarding the administration or outcome as Sponsor deems appropriate. All decisions by Sponsor are final.

#### **19. CONTACT & WINNERS LIST**

Any questions, complaints or queries shall be sent by email to Sponsor at: [communications@lunaphore.com](mailto:communications@lunaphore.com). Participants may request a list of the Prize Winners by email ([communications@lunaphore.com](mailto:communications@lunaphore.com)).