

# Advance Biotech Grant Program, Australia and New Zealand (ANZ)

**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 Merck Life Science Pty Ltd, located at Ground Floor, Building 1, 885 Mountain Highway Bayswater, VIC 3153, Australia (“Sponsor” or “us”).

## 2. BINDING AGREEMENT

Each entity submitting or attempting to submit an entry (“Participant” or “you”) for the “Advance Biotech Grant Program, ANZ” (“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 and authorization, 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 and he/she has been duly authorized by the entity to represent it in this Program.

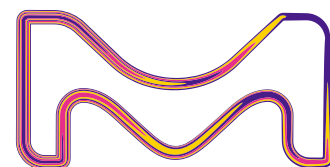
## 3. PROGRAM PERIOD

The Program begins at 12:00 AM (AEST) on **3 June 2024** and ends at 11:59 PM (AEST) on **30 August 2024** (“Program Period”). Sponsor’s clock shall be the official device for the Program. PARTICIPANTS ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTION.

## 4. ELIGIBILITY

To be eligible for the Program, the entity must be a biotechnology company located at or doing substantial business in Australia and/or New Zealand. 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 (for avoidance of doubt, *employees/researchers of state universities are allowed to participate provided this is allowed under the university’s guidelines and/or local laws governing such institution subject to the condition below.*)
- Any affiliates of Sponsor or any employees of Sponsor or its affiliates and their immediate family and household members



- Healthcare organizations (HCOs), including hospitals, healthcare professionals (HCPs) and employees thereof.<sup>1</sup> Sponsor will only accept from each entity one (1) Application Form (as defined below) which represents the sole efforts of such entity; collaborations among two (2) or more entities will not be considered. Winning any prize is contingent upon fulfilling all requirements set forth herein. The Program is subject to all applicable laws and regulations in Australia and New Zealand. The Program is void outside of Australia and New Zealand, and where prohibited by Law, including the laws and/or regulations prevailing where Participant is located/existing.

**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 IS NECESSARY TO ENTER OR WIN. In order to enter, during the Program Period, Participants should go to the Program website at [SigmaAldrich.com/grantprograms](https://SigmaAldrich.com/grantprograms) to submit a grant proposal and any additional registration information required for participation ("Application Form").

The Application Form will ask you to describe

- One or more of your current projects, the medical needs you solve
- Process development challenges you face with your projects and how Sponsor may help you overcome such challenges
- The number of molecules you have in development and their clinical phases.

All Application Forms must be received online by the Sponsor, 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/ENTITY (that is, the entry submitted at the earliest date/time). 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. Sponsor will request any national, state, provincial or federal owned University/ Research Institute to submit proof from their authorized body that the university/institute is allowed under their own ethics guidelines and local laws/regulations to participate and receive this type of grant.

## 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 your access to information pertaining to the Program online and to receive communications and documents electronically, and (iii) represent that you

<sup>1</sup> **Healthcare Organization (HCO)** means any legal person (i) that is a healthcare, medical or scientific association or organization (irrespective of the legal or organizational form) such as a hospital, clinic, or (ii) through which one or more Healthcare Professionals provide services.

**Healthcare Professionals (HCPs)** means any natural person who, in the course of his or her professional activities, may prescribe, purchase, supply, recommend or administer a medicinal product or provide healthcare services and his/her office staff, and any payer for Pharmaceutical Products, including any national and local reimbursement authority or any other person considered as a healthcare professional under Applicable Laws and Codes.

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 PROGRAM WINNER & NOTIFICATION

The Application Forms will be judged by qualified judges who are employees of Sponsor or its affiliates or external business partner. Sponsor will select up to four (4) semifinalists on or around 2 September 2024. The semifinalists will be notified by mail, e-mail, and/or telephone. The semifinalists will be provided the opportunity to participate in an interview (via telephone, video conference and/or in person) with the judges on or around 9 September 2024. All Application Forms shall be judged based on the following objective criteria of equal weight: (i) the impact on health and society of the therapy being developed, and (ii) clinical phase of the molecule, process challenges and expertise gaps associated with the development of the therapy. Based on the interviews with the semifinalists, Sponsor will select one (1) winner and two (2) finalists on or around 27 September 2024. Determinations of judges are final and binding. In the event that no entries are received, no prizes will be awarded.

## 9. PRIZES

All finalists will receive a prize (the "Prizes" or each a "Prize") in the values set forth below which will allow the finalist to purchase technologies and/or services from the Sponsor. For clarity, the finalists will not receive any actual cash or similar monetary currency. The value of technologies and/or services with the Prizes shall not exceed the retail value of such technologies and/or services prevailing at the time of avilment in finalist's jurisdiction. Purchase orders for prizes must be placed on or before 31 December 2024.

**Grand Prize** (retail value of AUD 136,042) can be used to the following technologies and consultation from Sponsor:

- a) AUD 44,550 in SAFC and Millipore Brand Catalog products from Merck limited to cell lines, cell culture media, benchtop upstream systems, clarification filters & holders, nanofiltration filters & holders, tangential flow filters & holders, Cogent systems,

- aseptic filters, chromatography membrane adsorbers and resins, biopharma materials products and products for biomolecule formulation, e.g. stabilizers, buffers, etc. A training on the Emprove® program and its advantages for the preparation of the registration process will be included in the prize. The Program Winner will choose a minimum of 2 types of products. No custom products will be included.
- b) AUD 32,670 in biopharma process technologies consultation services provided by customer application and MSAT team of over 85 engineers, scientists and technology specialists who provide expertise and peer-to-peer support in process development and manufacturing. (approximate retail value of AUD 495.00 per hour)

Consultation includes:

- I. consultative evaluation for downstream process optimization provided by process development scientists (PDS) and/or Biomanufacturing Engineers (MSAT) experts for technologies from clarification, chromatography, nanofiltration, tangential flow filtration and final fill; and/or
  - II. media consultative services, including media consultation and data review via meetings (in-person or conference call);
  - III. consultation on upstream process development which includes education on best practices for bioreactor scale up; Classroom-based or virtual trainings held at the Sponsor's M Lab™ Collaboration Centers located in Singapore or Taipei, Taiwan.
- c) Full subscription to the Emprove® Suite for 1-year period (value of AUD 58,822), redeemable within 2 years of the Grant award.

**Finalist Prizes** (retail value of AUD 19,800) can be used to purchase the following technologies and /or consultation from Sponsor: a) AUD 14,850 in SAFC and Millipore Brand Catalog products from Merck limited to cell lines, cell culture media, benchtop upstream systems, clarification filters & holders, nanofiltration filters & holders, tangential flow filters & holders, Cogent systems, aseptic filters, chromatography membrane adsorbers and resins, biopharma materials products and products for biomolecule formulation, e.g. stabilizers, buffers, etc. A training on the Emprove® program and its advantages for the preparation of the registration process will be included in the prize. No custom products will be included b) AUD 4,950 in biopharma process consultation (approximate retail value of AUD 495.00 per hour)

- Consultation includes consultative evaluation for media optimization, upstream and downstream process optimization provided by process development scientists (PDS) and/or Biomanufacturing Engineers

<sup>1</sup> Sponsor's M Lab™ Collaboration Centers have limited to no capabilities to support product classes (upstream, stem cell, gene therapy or other novel modalities (including viruses and viral vectors), antibody drug conjugates (ADCs). Laboratory safety training is required before arrival. Sponsor is not responsible for any travel, hotel and other expenses.

(MSAT) experts for technologies from media, clarification, chromatography, nanofiltration, tangential flow filtration and final fill; and includes education on best practices for bioreactor scale up; and/or Classroom-based or virtual application trainings held at the Sponsor's M Lab™ Collaboration Center located in Singapore, or Taipei, Taiwan.

The winner and finalists are responsible for any transportation costs of their experiment samples. Odds of winning the Prizes depend on the 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 amount of the Prizes remaining unspent as of 31st December 2024 shall be void.** Program Winner may be required to sign a Certificate of Eligibility and Liability/Publicity Release prior to receiving any Prize, unless prohibited by law (including the law prevailing where the Program Winner is located/existing). All Prizes shall be used exclusively for the purpose related to the grant proposal submitted by the finalists which enabled them to win. The Prizes shall not be used for any other purpose/s. 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 Prize. Each finalist is 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 Program Winner.

## 10. TAXES

ALL TAXES, FEES, DUTIES, SURCHARGES, IF ANY, IMPOSED ON ANY PRIZE OR ANY SPONSOR TECHNOLOGIES AND SERVICES ARE THE SOLE RESPONSIBILITY OF THE PROGRAM WINNER. In order to receive a Prize, each potential Program Winner agrees to comply with applicable local tax regulations in the jurisdiction where the winner is located/incorporated/instituted including any tax filings and payment of applicable taxes. If a Program Winner fails to comply with such laws, the Prize may be forfeited and Sponsor may, in its sole discretion, select an alternative potential Program Winner.

## 11. GENERAL CONDITIONS

All national, 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, non-exclusive 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 Program 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. Participants understand and agree that this may mean that their Personal Information is transmitted, processed or stored in the United States. 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;
- 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:

Attn: Eddie Liao  
EMD Millipore Corporation  
80 Ashby Road, Bedford, MA-01730  
United States  
Or by e-mail at:  
Eddie.Liao@milliporesigma.com

## 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 Program 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. In addition, Sponsor intends to conduct its business in accordance with environmental, labor and social standards and to abide by the standards set forth in the Merck Code of Conduct and the Merck Human Rights Charter (available at <https://www.merckgroup.com/en/company/responsibility/regulations-and-guidelines.html>). Participant shall comply, and shall ensure that its subcontractors comply, with reasonably comparable environmental, labor and social standards. Participant further acknowledges and ensures that it and its subcontractors are familiar with the provisions of the FCPA, the UK Bribery Act and applicable local bribery and corruption laws, and shall not take or permit any action that will either constitute a violation under, or cause Sponsor to be in violation of, the provisions of the FCPA, the UK Bribery Act or applicable local bribery and corruption law, environmental, labor and social standards or the Merck Code of Conduct or the Merck Human Rights Charter (collectively, "Improper Conduct").

## **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 web site 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 Program 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 program winner and finalists, 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. NOT AN OFFER OR CONTRACT OF EMPLOYMENT**

Under no circumstances shall the submission of an entry pursuant hereto, the awarding of a Prize, or anything in these Rules be construed as an offer or contract of employment with Sponsor. You acknowledge that you have submitted your entry voluntarily and not in confidence or in trust. You acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between you and Sponsor and that no such relationship is established by your submission of an entry under these Rules.

## **20. FORUM AND RECOURSE TO JUDICIAL PROCEDURES**

All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of the entrant and Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the laws of Australia and New Zealand without giving effect to any choice of law or conflict of law rules.

## 21. CONTACT & FINALIST LIST

Participants may request a list of the Program Winner by email (David.Loong@merckgroup.com). Lists will be provided after 30 September 2024 once the Program Winner/s have been verified.

© 2024 Merck KGaA, Darmstadt, Germany and/or its affiliates. All Rights Reserved. MilliporeSigma and the vibrant M are trademarks of Merck KGaA, Darmstadt, Germany or its affiliates. All other trademarks are the property of their respective owners. Detailed information on trademarks is available via publicly accessible resources. 05/2024