

TERMS & CONDITIONS
for the Eli Lilly and Company Leonard Award

Terms and Conditions

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1 Overview

1.1 Award Overview

To help address the challenges faced by people living with diabetes and those in their care network, Eli Lilly and Company (“**Lilly**”) is pleased to announce the Leonard Award to celebrate the centennial anniversary of insulin’s discovery by recognizing diverse champions dedicated to making a positive impact on the diabetes community through advancing diabetes management, providing support for the community, or other meaningful commitment to people living with diabetes (the “**Award**”). As described in greater detail on Lilly.com/LeonardAward (the “**Award Website**”), the goal of the Award is to celebrate the centennial milestone by recognizing original work, projects or innovations that address the management of diabetes or aim to support the diabetes community, including past, current, and ongoing efforts.

The Award is open to the general public, and we are hopeful that the Award will be met by a diverse group of individuals including university researchers, students, patients, caregivers, patient advocates, healthcare professionals and other innovators.

The Award will allow people to submit their impactful work for people living with diabetes and their healthcare providers.

The Award will be conducted in three (3) phases: (1) launch and open submissions; (2) one round of judging of submissions and selection of up to twenty-five (25) finalists from the applicable Entries (as defined herein) – five from each Entry Category (as defined herein); and one round of judging of finalists and the selection of five winners – one from each entry category (“**Rounds One and Two**”) and (3) Lilly providing Twenty Thousand (\$20,000.00 US) in recognition of each of the five winners, for a total of One Hundred Thousand (\$100,000.00 US) paid to Life for a Child USA Inc. (“**LFAC**”).

By applying to participate in the Award, each participant (“**Participant**”) warrants that s/he has read and agrees to abide by these terms and conditions (“**Terms**”) and that s/he is not prohibited from participating in the Award. Participation in the Award constitutes Participant's full and unconditional acceptance of these Terms and the decisions of Lilly and its employees and agents, including, without limitation the judges, which are final, binding, and non-negotiable in all respects. The Award is void where prohibited by law. The Award is subject to all applicable federal, state and local laws.

1.2 Timeline

The Award entry period will begin at 9:00 a.m. EDT on Tuesday, June 22, 2021 which is the date and time when the Award Website will be open for submissions and will close at 11:59 p.m. EDT on Tuesday, August 31, 2021, which is the date and time when the Award Website will be closed to submissions, unless terminated earlier by Lilly (“**Award Entry Period**”).

The Rounds One and Two judging period will begin at the expiration of the Award Entry Period and end on or around September 17, 2021 (“**Rounds One and Two Judging Period**”). Winners selected from Round Two will be announced on the Award Website on or around November 10, 2021.

Lilly is the official timekeeper of the Award. Entries will be evaluated based on the judging criteria set forth in Section 1.4.5 below.

1.3 Eligibility

1.3.1 General

The Award is open for participation by individuals as a sole Participant (“**Participant**”).

The Award is open only to individuals who are 18 years of age or older as of the date of the submission. Participants must be able to show a picture ID (driver's license, state identification, passport, or other government issued identification) for proof of age.

Each Participant entering the Award as an individual represents that s/he is acting on his/her own and are not representing his/her employer or any other government entity during his/her participation in the Award. Each Participant is responsible for complying with any employer or company policies related to participating in programs of this nature, including, but not limited to, obtaining any necessary consents from his/her employer/company to participate and to provide the information required for the submission and to submit it. Each Participant furthermore warrants that Participant's actions do not violate the employer or company's policies and procedures.

Government officials may not be eligible, dependent upon local limitations. Affiliation with a government entity may exclude an individual from being selected. All nominees should disclose on the application any affiliation with a government entity.

Excluded Individuals

The following individuals are not eligible to participate, directly or indirectly, via nominations or submissions, in the Award: a person providing employment, consulting, temporary contract, or other similar services directly to Lilly or LFAC, one of their wholly-owned subsidiaries or affiliates, an entity engaged in a joint venture or business development arrangement with such entities, or a direct competitor of such entities (collectively, the "Companies"), as determined by Lilly in its sole discretion. Such persons include, but are not limited to: (a) an employee (whether full-time, part-time, fixed duration, intern, special status, or otherwise) of the Companies; (b) a temporary contract worker on assignment with one of the Companies; (c) an officer or director of one of the Companies; and (d) a person who is employed by, or provides services directly to a corporation engaged in a joint venture or business development arrangement with Lilly. These restrictions also apply to the immediate family members of the persons described above. For this purpose, "immediate family members" include a person's (i) spouse or domestic partner; (ii) children; (iii) parents; (iv) grandparents; and (v) siblings. Lilly reserves the right, in its sole discretion, to interpret and administer the eligibility requirements described above.

Verification

The eligibility of any Participant is subject to verification at any time. Lilly reserves the right to verify eligibility and to adjudicate on any dispute at any time. Failure to comply with any request for written confirmation, or failure to cooperate with any investigation, is grounds for disqualification. Participants who are determined at any time to have violated the eligibility criteria will be disqualified from the Award.

Lilly has the right, at its sole discretion, to disqualify any Participant for a violation of these Terms. Lilly may prohibit certain individuals from participating in the Award or winning the Award, in its sole discretion, it determines that a Participant Team has attempted to undermine the legitimate operation of the Award by cheating, hacking, deception, or any other unfair practice. Lilly has the right, at its sole discretion, to disqualify any Participant that attempts to annoy, abuse, threaten or harass any other Participants or representatives of Lilly. Lilly may disqualify ineligible Entries at any time without notice.

No party, by virtue of entering into the contest or otherwise, intends to willfully offer, pay, solicit or receive remuneration in return for explicitly or implicitly referring an individual to or from the other party for the furnishing of any items or services that may be payable in whole or in part under the federal health care programs, as defined at 42 U.S.C. §1320a-7b(f) ("Federal Health Care Programs"). Lilly promises and by submitting the participants acknowledge and agree that the exchange of information or award of the prize payment made as a part of the contest have not been determined in a manner that takes into

account the volume or any referrals or other business generated by the participants. The participants incur absolutely no obligation as a consequence of participating in the contest to cover, reimburse, contract for, use, purchase, or recommend, or take any action with regard to any Lilly product.

1.3.2 HCP Involvement

Participants who are health care professionals (“HCPs”) may be required to sign a separate agreement with Lilly to ensure compliance with Lilly’s policies regarding interaction with HCPs. Lilly will report any payment or other transfer of value to an HCP in accordance with US local, state, and federal laws that require pharmaceutical manufacturers to report their financial arrangements with HCPs. This includes, but is not limited to, any indirect payments made in connection with the Award to an HCP or a third-party organization on behalf of an HCP. Additionally, any payment or other transfer of value may be subject to limitations by any local and state regulations including, without limitation, any prohibitions or caps on payments and in-kind benefits that pharmaceutical manufacturers may provide to HCPs, including those that may apply to the Award. Any Participant that is an HCP acknowledges and understands that Lilly may restrict or withhold the Award and any related expenses as Lilly deems necessary or appropriate to comply with applicable laws and regulations. Any Participant that is an HCP takes full responsibility for any other reporting requirements or prohibitions as a result of Participant’s participation in or the awarding of any prize in connection with the Award under any and all applicable laws.

1.3.3 Pre-Commercial Idea Status

Entries must relate to ideas, products, and/or services that have not yet been made available for commercial exploitation or public use. Entries that are directed towards substantial modifications, improvements, and/or extensions of products or services that are already publicly available are eligible, provided that (i) such publicly available products or services are not directed at diagnosis, treatment, or management of diabetes, and (ii) such modifications, improvements, and/or extensions are not yet publicly available; in such cases, Participants should clearly explain in their Entry which parts of its Entry are already publicly available, and which parts are still to be developed. Lilly reserves the right to disqualify, at Lilly’s sole discretion, Entries deemed to already be publicly available.

1.4 How to Enter

1.4.1 Cost

There is no cost to enter the Award, and a purchase or payment will not increase the chances of winning the Award.

1.4.2 Award Website

Participants must enter a submission accessible at the Award Website and complete all required fields of the Award submission form (each, an “Entry” or the “Entries”) before the close of the Award Entry Period. All Entries must be submitted in English. An Entry is not complete until all the online prompts and instructions to upload the Entry have been properly followed and these Terms have been affirmatively accepted. Entries will not be returned. Participants will not be able to make edits or updates to the submission. Participants may submit more than one Entry; however, Participants must complete and submit one Entry before drafting another Entry. For an Entry to be considered valid, Participants must complete each submission in its entirety and in accordance with these Terms. No entries in “draft” form will be considered.

Each Participant should confirm that his/her browser is up to date and accepting cookies. If a Participant experiences a technical problem with the Award Website, the Participant should contact Lilly at

Leonard_Award@lilly.com. Participant should be able to provide an explanation including screenshots of the technical problem experienced.

Lilly is not responsible for lost, late, illegible, incomplete, damaged, inaccurate, undelivered, mutilated, misdirected, misdelivered, or delayed entries, or for technical or human errors or failures of any kind (including, without limitation, caused by tampering, hacking or others users) in connection with the submission, transmission, processing, or judging of entries, including without limitation any malfunctions or failures of computer hardware, computer software, servers, networks or telephone equipment or any technical problems or traffic congestion on the Internet or at any website or any combination thereof.

Unlawful, plagiarized, third party intellectual property infringing, unintelligible, illegible, obscene, indecent or incomplete Entries will be disqualified at Lilly's sole discretion. Lilly reserves the right to scrutinize all Entries for these requirements at any time during or after the Award.

1.4.3 Confidentiality

Entries are voluntary and will be considered non-confidential. By submitting an Entry, Participant acknowledges and agrees that the Entry will not be treated as confidential. Lilly shall have the right to disclose all non-confidential information provided by a Participant to any third party and for any purpose. Any intellectual property created in connection with an Entry is the sole property of the Participant and/or Participant Team and any and all protection related to such intellectual property (including, without limitation any patent protection) remains the sole responsibility of the Participant and/or Participant Team.

1.4.4 Award Selection Criteria

Award entries can be submitted under the following categories ("**Entry Category**"):

- Teen/young adult: 18- to 25-year-old living with diabetes or with a strong personal connection to someone impacted by diabetes
- Advocate/advocacy professional: Active advocate for people with diabetes, either through personal channels or with an established organization
- Endocrinologist/primary care physician: Health care professional specializing in endocrinology or who acts as a primary care physician to people with diabetes
- Diabetes educator/nurse: Diabetes educator and/or nurse specializing in the care of people with diabetes
- Researcher: Research professional dedicated to research in the field of diabetes care (therapeutics, technology or otherwise)

A panel of Lilly representatives will score submissions during Round One of judging based on the criteria below to select finalists. An independent panel of judges, selected by Lilly, will score submissions during Round Two of judging based on the criteria below to select a winner. Each round of judging will be worth a total of forty-five (45) points. All decisions are final and binding. The judging scores will not be posted or otherwise made available. Under no circumstances will a Participant be permitted to appeal the final decision of the judges. Feedback from judges will not be provided during Round One or Round Two.

Rounds One and Two Criteria

In Rounds One and Two, Entries according to the criteria below ("**Round One and Two Criteria**").

- Impact (15 points) - The degree to which the solution addresses the Award theme of enhancing quality of life and patient care for people living with diabetes.
- Novelty (15 points) - The degree to which the solution is unique or innovative.

- Feasibility (10) – The feasibility of introducing your work to the community and/or results to date.
- Advances Lilly Diabetes’ Mission (5 points) - The degree to which the submission represents a long-term solution that will assist Lilly in its urgency to translate passion, discovery, and science into life-changing care for people impacted by diabetes.

Additionally, as described above in Section 1.3.3, an Entry must not be currently marketed, sold, or used in any commercial capacity or otherwise available for public use. At Lilly’s sole discretion, any Entry deemed to be in such a commercial state or available for public use can be disqualified at any time.

1.4.5 Qualification of Judges and Judging Process

Round One judges will be experienced professionals within Lilly. Round Two judges will be experienced professionals outside of Lilly that have deep expertise in one or more areas critical to successful healthcare innovation for the Award theme. There will be no less than five (5) but no more than ten (10) judges in Rounds One and Two.

In Round One, each Entry will be assigned to all Round One judges and be scored based upon the approved judging criteria set forth above using a numerical ranking. Each Entry is able to obtain 45 points in Round One. The numerical rankings will be tallied and averaged so that an overall score can be determined for each Entry. The Entries from each Entry Category with the top five (5) highest scores will advance to Round Two. In the event multiple Entries from each Entry Category achieve the same score and such scores are within the top five (5) highest scores, then all Entries achieving those scores will advance to Round Two. For illustrative purposes only, if four (4) Entries from an Entry Category achieve forty-five (45) points and three (3) Entries achieve forty-four (44) points, then a total of twelve (7) Entries will advance to Round Two.

In Round Two, all Entries that advanced from Round One will be assigned to all Round Two judges, who will score each Entry based upon the approved judging criteria set forth above using a numerical ranking. Each Entry is able to obtain forty-five (45) points in Round Two and the scores from Round One will not be considered or factored in the Round Two scoring. The numerical rankings will be tallied and averaged so that an overall score can be determined for each Entry. The judges will deliberate to determine one (1) winner from each Entry Category based upon these criteria. Round Two Entries from each Entry Category with the highest scores will be selected as Winners. Winners will be announced on the Award Website on or around November 10, 2021.

In the event of a tie in Round Two, the finalists/winner will be determined based on a simple majority vote by the Round Two judges. Lilly reserves the right to conduct or have judges conduct interviews and/or discussions with certain Participants. Further, Lilly reserves the right, in its sole discretion, to define and modify the judging process as deemed appropriate.

2 Winner Recognition

One (1) winning Entry will be selected from each Entry Category. Each winner will receive a signed letter of recognition from Lilly, and Twenty Thousand Dollars (\$20,000.00 US) will be provided by Lilly to LFAC in recognition of each winning project (“**Winner Recognition Payments**”). The Winner Recognition Payments under the Award will be paid directly by Lilly to LFAC by electronic funds transfer.

No more than the advertised number of Winner Recognition Payments will be provided. The Winner Recognition Payments will be delivered only to LFAC. No substitution, cash redemption, or transfer of

right to receive the Winner Recognition Payments will be allowed, except at sole discretion of Lilly. Lilly reserves the right to substitute an alternate physical award.

Participant acknowledges that s/he will not be entitled to receive any amount associated with monetary payment to LFAC and do not have the ability to direct (or be considered to personally transfer) Lilly's direct monetary payment to LFAC; winning project recognition is solely made in recognition of past achievements and nominees associated with winning projects are not required to render any future services as a condition of receiving recognition; and no personal benefits will be received and/or subsequently recognized by individual, including any tax benefits/deductions (such as a charitable contribution tax deduction), from Lilly's monetary grant directly to LFAC.

Lilly reserves the right to refuse to provide the Winner Recognition Payments to LFAC in order to comply with any applicable federal, state, and/or local law or the requirements imposed upon a Participant by an employer or a governmental institution. All details of the Award not specified in these Terms shall be determined by Lilly in its sole discretion.

3 Cancellation

Lilly reserves the right to modify any dates or deadlines set forth in these Terms or otherwise governing the Award. Lilly reserves the right to suspend, postpone, cease, terminate, or otherwise modify this Award, with or without notice, in its sole discretion at any time. In such circumstances, Lilly will attempt, to the extent reasonably possible, to distribute the planned Winner Recognition Payments in a fair and equitable fashion; provided that no guarantee is made that the Winner Recognition Payments will be distributed. Further, Lilly reserves the right to not provide the Winner Recognition Payments if it does not receive a sufficient number of eligible and qualified Entries.

Lilly reserves the right in its sole discretion to disqualify any individual who violates these Terms, tampers with the entry process, and/or acts in any way that would, in any way, discredit or harm the reputation of Lilly.

4 Intellectual Property

4.1 Participant Retains Ownership of Entry

Each Participant retains full ownership of their Entry. Participants do not grant any rights or licenses in intellectual property associated with their Entry except those set forth in this Section 4. Participant acknowledges and agrees that Lilly is not responsible and will have no liability for any claims or actions associated with Participant's failure to protect any intellectual property associated with an Entry. Further, Lilly shall not be responsible for mediating disputes that arise relating to intellectual property ownership associated with an Entry. If a dispute arises concerning intellectual property ownership associated with an Entry, Lilly may in its sole discretion disqualify the Entry. If a Participant has concerns about any intellectual property in an Entry, we recommend consulting a lawyer before participating or sharing said intellectual property.

Participant acknowledges and agrees that these Terms and the prize agreement in no way obligates Lilly to conclude a purchase, license, joint venture, investment, collaboration, or further agreement of any kind relating to the Entry, and that under no circumstances will Lilly be liable to a Participant, Participant Team, or anyone else for any failure to conclude an agreement or exercise any option relating to the Entry.

4.2 Licenses and Release

By participating in the Award, each Participant hereby grants to Lilly and its designees a limited, non-exclusive, irrevocable, royalty free, worldwide, license and right to reproduce, publicly perform, publicly display, adapt and use its name(s), its Entry and any content related to its Entry, including, without limitation, any notes, statements, personal or biographical information, images, video, and/or audio content that may be submitted by such Participant during the Award, or that may be taken of such Participant's representatives in connection with the Award (collectively, the "Content"), in all media and formats now known or hereafter invented and without further notice or compensation, for the following purposes: (i) internal Lilly education and training, (ii) to administer the Award, including, without limitation, to distribute, disseminate, and/or publicly broadcast the Content on Lilly's websites and/or (iii) for advertising and promotional purposes relating to the Award or future Lilly external innovation challenges.

The Participants selected as Winners of the Award, as a condition of participation in the Award, shall be required to sign a publicity release granting to Lilly the limited license rights set forth above.

4.3 Third Party Materials

If an Entry includes the work of any third party, the Participant must be able to provide, upon the request of Lilly, documentation of all appropriate licenses and releases for such third party works. If a Participant cannot provide documentation of all required licenses and releases, Lilly reserves the right, in its sole discretion, to disqualify the applicable Entry or direct the Participant to secure the licenses and releases within three (3) business days of notification of the missing documentation in order for the Entry to be eligible. In addition, Lilly reserves all rights to pursue a Participant for claims based on damages incurred by the Participant's failure to obtain such licenses and releases.

4.4 Excluded Ideas

Participant acknowledges that Lilly, its affiliates and/or subsidiaries may presently, during the Award, and/or in the future be developing internally, or receiving from other parties, ideas, concepts, designs, protocols, methodologies, solutions, and information (the "Ideas") that are similar to, competitive with, or identical to content contained within an Entry. Accordingly, nothing herein shall prohibit Lilly from independently acquiring, developing, or having developed for it, products, concepts, systems, services, or techniques that are similar to, competitive with or identical to the Ideas contemplated by or embodied in the Entry. Moreover, to the extent that the Entry contains information that is not novel, unique, or original so as not to be protected under applicable law or has otherwise been made public by a third party, then Lilly may use such information in whole or in part, without limitation. Acceptance of an Entry by Lilly is not an admission of the novelty, innovation, or originality of the Entry.

4.5 Trademarks

Unless otherwise indicated, all logos, names, designs, and marks on the Award Website are trademarks or service marks owned or used under license by Lilly. The use or misuse of any of these marks or other information is strictly prohibited. Nothing contained herein shall be construed as conferring by implication, estoppel or otherwise, any license or right under any patent or trademark of Lilly or any third party.

5 Communication

5.1 Notifications

Participants consent to receiving email messages concerning the Award. Attempts to notify Participants, finalists, and winner(s) will be made using the email address associated with the Entry.

Lilly is not responsible for email or other communication problems of any kind. If any email to a Participant is returned as undeliverable, or if a Participant does not respond within the required number of days specified by Lilly in the email message, Lilly shall have no further obligations to such Participant including, without limitation, the potential forfeiture of any prize.

5.2 Winners List

Winners will be posted on the Award site home page, while the site is active. To the extent required by applicable federal, state, and/or local regulations, Lilly will provide the name of the winning Participants or a copy of these Terms upon request. To obtain a list of the winners (after the conclusion of the Award) or a copy of these Terms, send a self-addressed envelope with the proper postage affixed to: Lilly USA, Inc. Lilly Corporate Center. Indianapolis, IN 46285. Attn: Global Business Communications. Drop Code-1015. Please specify "Winner List" or "Terms & Conditions" and the name of the specific challenge in your request.

5.3 Contact Us

For general questions or comments regarding the Award, please contact Leonard.Award@lilly.com.

6 Representations and Warranties

6.1 Participant's Representations and Warranties

By participating in the Award, each Participant represents, warrants, and covenants to Lilly as follows: (a) the Participant meets the eligibility requirements set forth in these Terms and will abide by the Terms and the decisions of the judges; (b) the Participant, in collaboration with any Participant Nominator, listed on the Entry (if applicable), is the sole author, creator, and owner of the Entry and its content; provided, however, that to the extent that any intellectual property of a third party is incorporated into an Entry, then the Participant has all necessary rights and licenses to incorporate such property; (c) the Participant has the exclusive, unconditional right to submit the Entry and to grant the rights set forth in these Terms (including the Right of First Negotiation set forth in Section 4.3); (d) the Entry (and its content): (i) is not the subject of any actual or threatened litigation, judgement or claim, (ii) does not, and will not, violate or infringe upon the intellectual property rights, privacy rights, publicity rights, or other legal rights of any third party, and (iii) does not, and will not, contain any harmful computer code (sometimes referred to as "malware," "viruses," or "worms"); and (e) the Entry, and the Participant's use of the Entry, does not, and will not, violate any applicable laws or regulations of the United States.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE AWARD WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE AWARD MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, LILLY RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

6.2 Lilly's Representations and Warranties

THE AWARD, THE AWARD WEBSITE, AND THE RELATED CONTENT ARE PROVIDED "AS IS". LILLY AND THE JUDGES, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. SPECIFICALLY, LILLY, HEALTH INNOVATION STRATEGIES, EZASSI THEIR LICENSORS, AND THEIR SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, CURRENTNESS, SUITABILITY OR TIMELINESS OF THE CONTENT, SOFTWARE, TEXT, GRAPHICS, TOOLS, LINKS, OR COMMUNICATIONS PROVIDED ON OR THROUGH THE USE OF THE AWARD WEBSITE. LILLY, HEALTH INNOVATION STRATEGIES, AND EZASSI MAKE NO WARRANTY THAT THE AWARD WEBSITE WILL BE AVAILABLE, UNINTERRUPTED, ERROR FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

7 Liability Release and Indemnification

7.1 Indemnification

Each Participant agrees to indemnify, defend, and hold harmless each of Lilly any entity associated with the funding, administration, or processing of the Physical Award and each of their respective trustees, directors, officers, shareholders, members, employees, contractors, agents, representatives and affiliates (collectively, the "**Indemnified Parties**"), from and against all third party claims, actions, or proceedings of any kind and from any and all damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) in connection with, relating to, or arising from: (a) the Participant's participation in the Award; or (b) any breach or alleged breach by Participant of any of the representations, warranties, and covenants contained in these Terms.

7.2 Release of Liability

BY PARTICIPATING IN THE AWARD, PARTICIPANT, ON BEHALF OF HIMSELF/HERSELF, HIS/HER HEIRS EXECUTORS, SUCCESSORS AND ADMINISTRATORS, HEREBY RELEASES AND DISCHARGES THE INDEMNIFIED PARTIES, FROM AND AGAINST ANY LIABILITY FOR ANY AND ALL CLAIMS, DEMANDS, AND LOSSES OF ANY NATURE WHETHER CAUSED BY OR RELATED, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, TO THE AWARD, THE ENTRY, THE PHYSICAL AWARD, OR PARTICIPANT'S ACTS OR OMISSIONS IN CONNECTION THEREWITH.

7.3 Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE INDEMNIFIED PARTIES BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, OR PERSONAL INJURY/WRONGFUL DEATH) WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, IN CONNECTION WITH, ARISING FROM OR RELATING IN ANY WAY TO: (A) THE AWARD, THE PHYSICAL AWARD OR THESE TERMS; (B) THE USE OR INABILITY TO USE THE AWARD WEBSITE; OR (C) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, EFFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE SYSTEM FAILURE, LOSS OF DATA, OR LOSS OF USE RELATED TO THE AWARD WEBSITE.

Finally, to the fullest extent permitted by law, each Participant acknowledges that, with respect to any claim by a Participant relating to or arising out of an Indemnified Party's actual or alleged exploitation or use of any Entry or other material submitted in connection with the Award, the damage, if any, thereby caused to the applicable Participant will not be irreparable or otherwise sufficient to entitle such Participant to seek any injunctive or other equitable relief or in any way enjoin, otherwise interfere with, delay, or interrupt the production, distribution, exhibition, or other exploitation of any production based on, or allegedly based on, the Entry, and, to extent permitted by applicable law, Participant's rights and remedies in any such event shall be strictly limited to the right to recover reasonable and documented out-of-pocket costs associated with entering the Award, if any, in an action at law.

8 Privacy

Entries will include certain personal information about Participants ("**Personal Information**"). By participating in the Award, Participants expressly consent to the collection, use, and retention of Personal Information for the purposes of registering, administering, promoting, and publicizing the Award, and communicating about current and future events in accordance with these Terms and Lilly's Privacy Statement at Lilly.com/privacy. By submitting Personal Information within an Entry, a Team Representative represents and warrants that all necessary permissions from all members of Participant Team have been obtained.

9 Miscellaneous

9.1 Entire Understanding

These Terms set forth the entire agreement and understanding between Lilly and Participant with respect to the subject matter hereof and merges and supersedes all prior discussions, agreements, and understandings of any kind between them.

9.2 Exercise

The failure of Lilly to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

9.3 Force Majeure

In the event an insufficient number of eligible entries is received, or the Award is not able to continue as contemplated herein by any event beyond the reasonable control of Lilly, including, without limitation, fire, flood, natural or man-made epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Lilly's control ("**Force Majeure**"), Lilly shall have the right, in its sole discretion, to modify, suspend, or terminate the Award.

9.4 Invalidity

If any provision of these Terms 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 Terms.

9.5 Governing Law/Jurisdiction

Lilly is located in Indianapolis, Indiana, in the United States of America. These Terms are governed by the internal substantive laws of the State of Indiana, without resort to its conflict of laws principles. Participants expressly agree that exclusive jurisdiction for any dispute with Lilly, or in any way relating to the Award, resides in the courts of Marion County in the State of Indiana.

Participant agrees that any and all disputes, claims and causes of action out of or connected with the Award shall be resolved individually, without resort to any form of class action. Further, any and all claims, judgments, and awards in favor of Participant shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Award, but in no event shall attorneys' fees be awarded. Participant waives all rights to claim or be awarded any punitive, direct, indirect, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses. Finally, Participant waives all rights: (a) to have damages multiplied or otherwise increased, including, without limitation, for willful patent infringement; or (b) to seek and/or obtain rescission and/or equitable and/or injunctive relief.