

Bayer **Grants4Tech** 2020

SeedSensor Challenge

Official Rules

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1 Preamble

Bayer is a life science company with a more than 150-year history and core competencies in the fields of health care and agriculture. We develop new molecules for use in innovative products and solutions to improve the health of humans, animals and plants. Our research and development activities are based on a profound understanding of the biochemical processes in living organisms. Manufacturing of our products requires cutting edge technology and the highest standards of quality.

The Grants4Tech 2020 competition aims to strengthen the bond between the life science industry, academic research communities and start-ups. It will give insights into the technical possibilities of monitoring a seed from the moment it is planted.

Two of the factors that impact seed germination are the quality of the seed and the conditions of the soil. The Bayer Grants4Tech 2020 SeedSensor Challenge (the “Contest”) focuses on measuring those local conditions in the soil that impact the germination and early growth of a seed with sensors that are around the size of a seed.

The goal of the Contest is to develop a device (a “SeedSensor” or “Solution”) to collect data on soil conditions impacting germination. The SeedSensor we are looking for should:

- Be as small as possible, around the size of a seed;
- Take accurate measurements;
- Be able to survive without function loss in the soil environment, monitor seed and soil for the prescribed parameters, and transfer data wirelessly to a receiver device for at least two (2) weeks; and
- Have minimal environmental impact by being either recyclable, reusable, or biodegradable.

As outlined herein, the Proposal Entries (as defined in Section 3.2 below) submitted by each Entrant/Entrant Team will be evaluated on the ability of the Solutions identified therein to meet these criteria (including innovative partial Solutions) and as described in these Official Rules (as defined below).

1. Bayer Grants4Tech2020 SeedSensor Challenge Official Contest Rules (“Official Rules”)

By participating in the Contest, each entrant (“Entrant”) and each member of a participating Entrant Team (as defined below), unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Bayer AG as sponsor of the Contest (“Sponsor”), which will be final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth in these Official Rules. Sponsor reserves the right, in its sole discretion, to cancel, suspend, or modify this Contest for reasons related to compliance with applicable law or government orders or directives, acts of God (hurricane, earthquake, flood, tornado, etc.), shortage of commodities or supplies, acts of war, terrorism, civil disorder, fire, labor strikes, quarantines, local, regional, global or national public health issues, emergency or disease, including contagious or communicable diseases, curtailment of transportation services or facilities, any travel restriction or ban or other restriction, guidance, warning or advisory relating to security, terrorism or public health

whether issued by a governmental entity or agency of the United Nations (including the WHO), or self-imposed by a party, or any other cause or circumstance not within the control of Sponsor, whether similar or dissimilar to any of the foregoing, that would make the Contest or the awarding of prizes inadvisable, illegal, impracticable, or impossible to fully perform as described herein.

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER FOR A CHANCE TO WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

2 Eligibility

The Contest is open to persons who are at least 18 years old or the age of majority in the country, state, province or jurisdiction of residence, whichever is higher (and at least twenty years old in Taiwan), at the time of entry. The contest is void in all countries, where prohibited by law. Employees, interns, contractors, and official office-holders of Sponsor or any of Sponsor's subsidiaries, affiliates, and their respective directors, officers, employees, advertising and promotion agencies, representatives, or agents, as well as members of their immediate family (defined as spouse, life partner, parents, siblings, children, and grandparents) or household (whether related or not) are not eligible to participate in the Contest. Sponsor reserves the right to verify eligibility and to adjudicate on any dispute at any time.

Individuals may enter as a sole Entrant or as part of an entrant team ("Entrant Team"). An individual may enter as part of an Entrant Team and as a sole Entrant if they desire. Only one (1) person on an Entrant Team will be considered the Entrant for entry purposes ("Team Representative"). Each member of any Entrant Team must be eligible to participate in this Contest as described and comply with the Official Rules as set out in this document or such Entrant Team may be disqualified. This Contest is subject to all applicable federal, state and local laws.

Each Entrant/Entrant Team member shall be responsible for its compliance with all US, EU and any other applicable export control laws and regulations, including - but not limited to - the EU Dual-Use Regulation, German Foreign Trade Act ("Außenhandelsgesetz"), US Export Administration Regulations (EAR), International Traffic in Arms Regulation (ITAR) and Office of Foreign Asset Control (OFAC) Regulations as applicable to its contest entry hereunder.

Entrants/Entrant Teams conducting an export or re-export as defined in such applicable laws and regulations are responsible for obtaining the required authorizations and have to inform themselves about the applicable rules and regulations.

Entrants/Entrant Teams commit to provide unrequested information of the export list position or the Export Control Classification Numbers (ECCNs) in case, that their contest entry items, or any components of them are listed in Appendix I and IV of the EU Dual-Use Regulation or in the Commerce Control List (CCL/EAR).

If Entrant or an Entrant Team enters the Contest as part of a company or on behalf of an employer, these Official Rules are binding on Entrant and each member of an Entrant Team individually, and/or

their employer. If you are acting within the scope of your employment, as an employee, contractor, or agent of another party, you warrant that such party has full knowledge of your actions and has consented thereto, including to the terms of these Official Rules and your potential receipt of a prize. You further warrant that your actions do not violate your employers or company's policies and procedures.

The Sponsor reserves the right, in his sole discretion, to disqualify any Entrant/Entrant Team found tampering with the entry process or entry materials or otherwise interfering with the proper administration of the Contest or violating the Official Rules.

Each Entrant/Entrant Team member accepts the conditions stated in the Official Rules, agrees to be bound by the decisions of the Sponsor, and warrants that he or she is eligible to participate in the Contest.

3 How to Enter

3.1 Timeframe

| Phase | Start (CET 12:00 AM) | End (CET 11.59 PM) |
|----------------------------------|----------------------|--------------------|
| 1: Proposal entry period | April 2020 | June 18, 2020 |
| 2: Proposal review period | June 18, 2020 | July 7, 2020 |
| 3: Development phase | July 7, 2020 | October, 2020 |
| 4: Finalist event | October 12, 2020 | October 16, 2020 |

3.2 Rules "Proposals entry period"

Entrant or Entrant Teams who wish to enter the Contest may visit <https://grants4tech.bayer.com> ("Contest Site") and submit the proposal entry information required including, but not limited to: Entrant name, email address, team size, mailing address, daytime phone number, and include an overview of their Solution (the working prototype / product the Entrant will use during the Finalist Event) to the Contest (the "Proposal Entry"). Proposal Entries may be submitted during the "Proposal Entry Period" described in section 3.1. The Proposal Entry is not complete until all the online prompts and instructions to upload the Proposal Entry have been properly followed and the Official Rules have been accepted by Entrant.

Entrants/Entrant Team are solely responsible for securing any intellectual property rights pertaining to their Proposal Entry and Solution ("Background IP"). Entrants/Entrant Team will remain the owner of all Background IP and submission of a Proposal Entry does not create any license between Sponsor and Entrant with respect to any Background IP beyond those rights granted by Entrant to Sponsor in accordance with submitting a Proposal Entry in the Contest. By submitting a Proposal Entry into the Contest, the Entrant/Entrant Team warrants and represents that Entrant/Entrant Team is the creator of the Proposal Entry and that Entrant/Entrant Team consents to the submission and use of the Proposal Entry by Sponsor. Proposal Entries will not be returned and will become the property of the Sponsor. Sponsor shall further have the sole discretion of disclosing and/or publishing a Proposal Entry as part of the Contest including any Background IP of the Entrant/Entrant Team described in a Proposal Entry. Sponsor shall not be liable to Entrant/Entrant Team for any loss of intellectual

property rights due to any disclosure of a Proposal Entry including a proposed Solution or Background IP described in a Proposal Entry. Further, Entrant/Entrant Team warrants that it has the right to present the Background IP and the Solution and to participate in the Contest. In addition, Entrant/Entrant Team warrants that there are no claims, judgments or settlements against or owed by the Entrant/Entrant Team or pending or threatened claims or litigation, relating to the use of Background IP and the Solution.

Each Proposal Entry and subsequent Solution must comply with the Entry Requirements, as defined below set out in Grant4Tech 2020 Contest.

3.3 Rules “Proposals review period”

All eligible Proposal Entries will be judged and scored by a review panel chosen by the Sponsor (“Review Panel”). The Review Panel will rank Proposal Entries based on the maturity of the proposed Solution and the likelihood that the Solution will result in successful performance in the Contest finalist event described below (“Finalist Event”). Exceptional, specialized Solutions might also be taken into consideration. Sponsor reserves the right to assess Proposal Entries in the manner determined by the Sponsor, which may include interviews or discussions with certain Entrants/Entrant Teams. A maximum of seven Proposal Entries ranked highest by the Review Panel will be deemed finalists (“Finalist”) (subject to verification and compliance with these Official Rules) and will be invited to attend the Finalist Event. The Sponsor is free to reduce the number of Proposal Entries which will be deemed Finalists based on the number of proposal entries deemed in the sole and absolute discretion of the Review Panel to be likely to succeed at the Finalist Event.

Finalists will be notified by email at the email address provided in the corresponding Proposal Entry. If any email notification is returned as undeliverable, if a Finalist does not respond within the required number of days specified by Sponsor in the notification email, or if information collected within the Proposed Entry is found in non-compliance with the Official Rules, raises other issues of significant concern to Sponsor or a potential winner decides to decline a prize described herein for any reason whatsoever, Sponsor shall have no further obligation to such Finalist and the applicable prize will be forfeited and may be awarded to a runner-up Finalist time-permitting and at the Sponsor’s sole discretion.

3.4 Rules “Finalist Event”

Finalists will be invited at Sponsor costs (airfare (economy class) and hotel for a maximum of two (2) persons) for the duration of the Finalist Event.

During the Finalist Event, all Solutions will be tested in two different ways: a greenhouse test and a concept evaluation. The greenhouse test concentrates on the functionality, practicality, and robustness of the Solutions. The concept evaluation looks at the environmental friendliness, ease of use, and scalability of the Solutions.

Teams can earn points during this test / evaluation. The Solution that earns most points wins the competition.

3.4.1 Greenhouse test

For the greenhouse test we need at least one working SeedSensor. During that period the SeedSensor will be placed in containers filled with soil under defined conditions. A more precise evaluation protocol will be shared 3 weeks after the selection of the Finalists.

The Solutions will be evaluated based upon their ability to measure and display the following parameters within the listed tolerance:

| | Range | Tolerance |
|-------------|---------|-----------|
| Temperature | 0-50°C | +/- 1°C |
| Moisture | 10-100% | +/- 5% |

Over a period of 3 consecutive days, data will be collected (during working hours) on an hourly basis for every SeedSensor. The following evaluation criteria apply:

1. Parameter measurements:

Each parameter to be tested will be set to a defined value within the range (see table above). This value will be varied and controlled by the common calibrated laboratory equipment.

- **Number of parameters measured:**

Every parameter measured, transmitted wirelessly, and displayed on a receiver device will be awarded 10 points. This also applies for other relevant parameters not included in the table (e.g. planting depth, pH, electrical conductivity, nutrients, ...) to a maximum of 20 additional points.

- **Accuracy of the measurements:**

Each parameter that is measured will be controlled by the common calibrated laboratory equipment. Measurements of a parameter within the specified tolerance defined in the table above will be awarded by 10 points.

2. Size of the sensor

SeedSensors that can measure at least one parameter accurately can earn points for its size as follows:

- SeedSensors that can be inserted into the soil using a corn planter earn 60 points. Sensors which must be planted manually earn no points.
- The SeedSensors will be ranked by the total volume of all sensors. The smallest sensor will be awarded 60 points, the second 50 points, the third 40 points and so on. In case there are SeedSensors of the same size, they will receive split points for their combined positions.

3. Robustness and practicability:

- **Robustness of the sensor:**

Data collected by the SeedSensor should be transmitted to a receiver device. Every successful data transfer is awarded 1 point.

- **Practicability**

SeedSensors which do not need to be connected by cable to an external power supply earn 20 points.

3.4.2 Concept Evaluation

Besides the technical capabilities of the SeedSensors, the following aspects will be evaluated based on a concept description provided by the Entrants/Entrant Teams one week before the Finalist Event.

1. **Environmental friendliness**

A Solution that proves to be either fully biodegradable, reusable, or recyclable will be awarded 20 points.

2. **Ease of use and scaling concept**

The jury will evaluate the Solutions regarding ease of use and scaling. An easy to use and scalable solution will be awarded 10 points.

4 Prize Details

The Finalists will receive monetary prizes as listed below:

- 1st place: 40.000€
- 2nd place: 20.000€
- 3rd place: 15.000€
- 4th place: 10.000€
- 5th place: 10.000€
- 6th place: 10.000€
- 7th place: 10.000€

If there are Finalists equal in score, they will receive split prizes for their combined position.

Limit of one prize per Entrant or Entrant Team. Prizes are nontransferable. No prize substitutions allowed. Except where prohibited by law, all federal, state, or other tax liabilities are the responsibility of the prize winners, and the Sponsor will not be responsible for any tax deductions which may be necessary. In the event an Entrant Team is deemed a prize winner, the Entrant Team Representative of such Entrant Team will be solely responsible for dividing the prize applicable equally amongst all team members. Prize winners are responsible for any costs and expenses associated with prize acceptance and use not specified herein as being provided. Designation as a prize winner is subject to Entrant's/Entrant Team's proof of compliance with the Official Rules, maintaining compliance with these Official Rules and approval by the Sponsor. All details of prize not specified herein shall be determined solely by Sponsor.

5 Entry Requirements (“Entry Requirements”)

By entering, each Entrant/Entrant Team represents and warrants that:

- i. the Proposal Entry and/or Solution are the original work of the Entrant/Entrant Team or an update to an original work of the Entrant/Entrant Team;
- ii. the Proposal Entry and/or Solution does not contain any use of names, likenesses, photographs, or other identifying elements in whole or in part, of any person, living or dead,

- without permission (proof of which must be provided to the Sponsor upon request in a form satisfactory to Sponsor);
- iii. the Proposal Entry and/or Solution does not infringe or violate the rights of any person or entity, including but not limited to, copyrights, trademarks, logos, copyrighted material not owned by Entrant/Entrant Team (other than Sponsor's related materials that were provided to Entrant/Entrant Team by or on behalf of Sponsor in connection with the Contest), contract and licensing rights, rights of publicity or privacy, moral rights, intellectual property rights, or any other rights;
 - iv. any materials or information that it provides shall be true and correct;
 - v. that Entrant or the Entrant Team fully owns or has properly licensed whatever materials or information it submits hereunder in connection with the Contest and can make such submission without violating any applicable law, agreement with a third-party, and/or third-party right of any kind;
 - vi. any required permits from local authorities or other permissions were obtained to create the Proposal Entry and/or Solution and is documented sufficiently such that Entrant/Entrant Team can show proof of such permission upon request from the Sponsor; and
 - vii. the Proposal Entry and/or Solution does not promote any activity that may appear unsafe or dangerous.

Any Proposal Entry or Solution that, in the sole opinion of Sponsor, is not in accordance with these Entry Requirements or is deemed to be inappropriate is ineligible for the Contest.

6 Data Privacy Information

Proposal Entries include information relating to identified or identifiable natural persons ("**Personal Data**"), in particular name, title, email address, mailing address, phone number and age of Entrants as well as names of members of Entrant Teams. Personal Data is protected by the General Data Protection Regulation (GDPR). Bayer AG processes Personal Data for the purposes of the Contest as a data controller in the meaning of Art. 4 GDPR.

By submitting Personal Data of members of Entrant Teams in the Proposal Entry, Entrant represents and warrants that he/she has obtained all necessary permissions from all members of the Entrant Team to submit their Personal Data to Sponsor and has informed all members of the Entrant Team about data privacy.

Sponsor collects, processes, and/or uses Personal Data submitted in Proposal Entries for the purposes of the Contest in accordance with these Entry Requirements, in particular for verifying the identity of Entrants and members of Entrant Teams, for administering the Contest and to contact the Entrant for the organization and execution of the Contest. The respective legal basis for processing is GDPR Art. 6(1)(b) and Art.6(1)(f).

Access to Personal Data will be given to Bayer's departments which are involved in managing the Contest. Personal Data may also be provided to Bayer's affiliates and service contractors who are involved in managing the Contest. Service contractors are carefully selected and regularly monitored.

They will only process Personal Data in accordance with Bayer's instructions and on the basis of appropriate data processing agreements.

Personal Data may be transferred to and processed in countries outside the European Economic Area for which the European Commission has not decided that they ensure an adequate level of data protection. In such cases, Bayer sets up appropriate protection measures as required by Art. 44-49 GDPR.

Personal Data will be retained for at least 1 year after the Contest evaluation and then deleted.

Members of the Entrant Teams have the right to request information from Bayer about their Personal Data, access to and rectification or erasure of Personal Data. They have the right to request restriction of processing Personal Data or to object to processing as well as the right to data portability. They also have the right to lodge a complaint with the data protection supervisory authority.

For any questions regarding data privacy, Members of the Entrant Teams can contact Bayer's Contest team via tom.maes@bayer.com.

7 INDEMNIFICATION AND LIMITATION OF LIABILITY

IN NO EVENT WILL SPONSOR, AND/OR SPONSOR'S PARENT COMPANIES, DIVISIONS, SUBSIDIARIES, AFFILIATES, ADVERTISING, PROMOTION AND PUBLIC RELATIONS AGENCIES, AND THE RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, ASSIGNS, AND AGENTS (COLLECTIVELY WITH SPONSOR, THE "SPONSOR PARTIES"), BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS) ARISING OUT OF ANY ENTRANT'S OR ENTRANT TEAM MEMBER'S PARTICIPATION IN THE CONTEST, THESE OFFICIAL RULES, AND/OR ANY RECEIPT OF A PRIZE, NO MATTER UNDER WHAT THEORY ARISING, EVEN IF ANY SPONSOR PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT NOT EXPRESSLY PROHIBITED BY APPLICABLE LAW, SPONSOR PARTIES' ENTIRE LIABILITY WITH RELATED TO: ANY ENTRANT'S OR ENTRANT TEAM MEMBER'S PARTICIPATION IN THE CONTEST, THESE OFFICIAL RULES, AND/OR ANY RECEIPT OF A PRIZE SHALL BE LIMITED TO €1000. Some jurisdictions may not allow the aforementioned limitations or exclusions of liability and as such, the above limitation or exclusions may not apply to you.

Each Entrant and/or Entrant Team member agrees to release, indemnify, and hold harmless each of the Sponsor Parties from and against any and all claims, losses, liability, injuries or damages of any kind, (including reasonable attorneys' fees and expenses) asserted against any of them, incurred, sustained, or arising out of or related to their participation in the Contest, the use, acceptance, or misuse of the prize, including, without limitation, any injury, damage, death, loss or accident to person, animal or property, or from their breach of any agreement or warranty associated with the Contest, including the Official Rules. Any attempt to deliberately damage any website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws and, should such an attempt be made, the Sponsor and each of their licensees reserve the right to seek any and all

remedies available from any such person(s) responsible for any such attempt to the fullest extent permitted by law.

Each Entrant/Entrant Team member acknowledges and agrees that the relationship between themselves and the Sponsor is not a confidential, fiduciary, employment, or other special relationship. Each Entrant/Entrant Team acknowledges and agrees that such Entrant/Entrant Team will not be entitled to any compensation as a result of Sponsor's use of any such similar or identical material that has or may come to Sponsor from other sources. Entrants/Entrant Teams acknowledge that other Entrants/Entrant Teams may have created ideas and concepts contained in their Proposal Entry that may have familiarities or similarities to their Proposal Entry, and that they will not be entitled to any compensation or right to negotiate with the Sponsor because of these familiarities or similarities.

8 Responsibilities

Entrants/Entrant Teams further agree that the Sponsor and each of the Sponsor Parties are not responsible for the following: (a) electronic transmissions, Solutions or Proposal Entries that are lost, late, stolen, incomplete, damaged, garbled, destroyed, misdirected or not received by Sponsor for any reason; (b) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures and/or human error that may occur in the transmission, shipping errors or delays, receipt or processing of entries or related materials; or for destruction of or unauthorized access to, or alteration of, entries or related material; (c) failed or unavailable hardware, network, software or telephone transmissions, damage to Entrants'/Entrant Teams' or any person's computer and/or its contents related to or resulting from participation in this Contest, or (d) causes that jeopardize the administration, security, fairness, integrity, or proper conduct of this Contest; (e) any Proposal Entry submitted in a manner that is not expressly allowed under these Official Rules (all such Proposal Entries will be disqualified); (f) any printing errors in the Official Rules or in any advertisements or correspondence in connection with this Contest. Sponsor reserves the right, in its sole discretion, to cancel or suspend this Contest or the awarding of prizes should virus, bugs, fraud, hacking, or other causes corrupt the administration, security, or proper play of the Contest. In such cases, notice to this effect will be posted on the Contest Site. If, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest or if technical difficulties compromise the integrity of the Contest, the Sponsor reserves the right to void suspect Entry Proposals and/or terminate the Contest and award the prizes in its sole discretion. In the event of a dispute as to the identity of an Entrant/Entrant Team based on an email address, the Entry Proposal in question may be disqualified subject to the Sponsor's discretion.

9 Disputes

You agree that any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, if applicable. All issues and questions concerning the construction, validity, interpretation and

enforceability of the Official Rules, or the rights and obligations of the Entrant/Entrant Team and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Germany without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Germany. The exclusive venue for any claim or matter, whether of a contractual or a non-contractual nature, arising under or in connection with this Contest shall be the competent courts of Cologne, Germany.

10 Sponsor

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