

TERMS AND CONDITIONS OF MEDICA App COMPETITION PARTICIPATION

Organizer of the MEDICA App COMPETITION

The MEDICA App COMPETITION is initiated by Messe Düsseldorf and organized by Navispace AG with its principal place of business in Keramikstraße 4, 82211 Herrsching a. Ammersee, Germany (hereafter referred to as “Navispace” or “Organizer”).

Sponsors of the MEDICA App COMPETITION

The MEDICA App COMPETITION may be sponsored by various sponsors on various levels. Sponsors shall be fully integrated into the competition.

Purpose of the MEDICA App COMPETITION

The purpose of the MEDICA App COMPETITION is to promote the development of app-based solutions for use in the daily routine of a patient, doctor or in the hospital. The competition seeks innovative technologies that will be utilized and commercialized in the market. All submitted solutions (hereafter referred to as “submissions”) will be evaluated, with the best submissions receiving official competition award.

Right to Participate

Companies, researchers, developers, and other individuals who are legally adults, are allowed to participate in the MEDICA App COMPETITION. Navispace employees, their direct family members and everybody living in the households of said employees are not eligible to participate.

Deadline for Participation

Solutions must be submitted electronically by 18 September 2019 (23:59 PST). Please refer to the procedure below.

Procedure for Participation

Submissions in the MEDICA App COMPETITION must be entered in English via the Innovation World Cup® secure Internet database at www.innovationworldcup.com, which is hosted in Germany. Your data will be processed in accordance with the General data protection regulation.

When registering, a user name and password must be chosen to create an account and enter a submission to the competition. Upon registration, each participant must supply contact details that will be electronically saved, used and processed by Navispace according to the consent gained from the participant in order to carry out the MEDICA App COMPETITION, and award prizes.

The solution must be available at least in one market until end of Q2 2020 and not launched before 2016. Conformity with the "Medical Device Directive" or the "FDA Approval" is not required.

By participating in the MEDICA App COMPETITION, each participant acknowledges that their contact details will be passed on to the official partners and the partner company Messe Düsseldorf supporting the competition and organization of the pitch and award ceremony taking place within the MEDICA Connected Health Forum (MCHF) after the database is closed and the winner is awarded. These partners may then contact the participants to determine whether to continue the collaboration.

After entering and registering for the competition, the database can be accessed with the login data as often as necessary until **18 September 2019 (23:59 PST)**, starting 8 May 2019. Changes in the description of any submissions can be saved and worked on until 18 September 2019. All mandatory data must be completed by 18 September 2019 (23:59 PST). All solutions with completed mandatory fields by 18 September 2019 (23:59 PST) will automatically be entered into the competition. Submitted products and prototypes will then be shown to the MEDICA App COMPETITION judges for evaluation.

Navispace intends to maintain the competition database and make it accessible during the course of the competition. Navispace does not guarantee that the competition database will be accessible at all times. Internet traffic conditions, availability or server capacity may limit or cause the accessibility to deteriorate to differing degrees.

Upon entry into the competition, all participants must ensure that they have unrestricted rights necessary to submit their applications and that by doing so they do not violate any rights of publicity or privacy, or otherwise infringe upon any person's or entity's intellectual property rights.

All participants agree that all judging panel members can view the submitted solutions anonymously. In case one or more judges are interested in one or more of the submitted solutions (for cooperation, acquisition or the like) the organizer will contact the respective participant and ask for permission to forward the respective solution to the respective judge.

Evaluation process

All completed submissions go through first filtering by a group of experts. After, the official MEDICA App COMPETITION judges evaluate and rate the submissions based on the following criteria:

- Degree of innovation
- Commercial potential
- Technological feasibility
- Marketing approach
- Time to market
- Required investments

All experts involved in the evaluation process have to accept a non-disclosure agreement (NDA), where they agree to conduct the evaluation with confidentiality, to gain access to the submissions. The NDA will be made between Navispace and each judge. The evaluation takes place online and anonymously. The judges review the submissions based on individual identification number (ID), no contact details are shared at the evaluation phase.

Awarding of Prizes

The judges of the MEDICA App COMPETITION will select 10 finalists for the final evaluation at their sole discretion. The three top winners will receive 2,000 euros (overall winner), 1,000 euros (first runner-up), and 500 euros (second runner-up) respectively. More details about the prizes are announced on the MEDICA website at www.medica-tradefair.com.

Confidentiality

The submissions and the saved treatment statuses will be protected against any access by unauthorized third parties. The personnel and experts involved in the organization and evaluation of the competition are committed to treating all matters confidentially pursuant to a signed NDA.

The MEDICA App COMPETITION winners, and their respective submissions will be identified and made public during the pitch and award ceremonies. Once the solutions have been publicly awarded, the organizer takes no further responsibility regarding further cooperation between participants and the official partners, despite the awards.

Title and Intellectual Property

Intellectual Property Rights ("IPR") means all intellectual property rights related to each solution or submission including, without limitation, patents (including utility models), pending patent applications, copyrights (including copyrights covering software or firmware), mask works on integrated circuit mask sets, design patents, and designs (whether or not capable of registration), chip topography rights and other like protection, trademarks and any other form of statutory protection of any kind and applications for any of the foregoing as well as any trade secrets or other intellectual property rights, whether in existence now or created, invented or developed in the future.

Participation in this competition shall not modify, transfer or otherwise affect the title, right or ownership of any copyrights, patents, trademarks, trade names, logos or any other IPR existing in any submitted solution. Any and all such rights shall remain the exclusive property of the respective party and/or participant owning such rights. However, Navispace reserves the right to use the winning products and the finalist submissions in any publicity or promotion relating to the competition after the winner is announced.

Further, each participant agrees that Navispace and the official partners (with Navispace's approval) may use a winner and/or finalist participants' name, photos and videos (including the photos and videos taken of the finalists and winners in the Innovation World Cup® events and award ceremonies) and a description of the idea in any publicity or promotion relating to the competition and that Navispace has the right to publicize the winning prototype/product and the names of all the finalists and/or award winners, all without royalty or consideration.

Navispace is not granting any IPR protection in connection with the competition and makes no warranties of any kind related thereto. Participants are solely responsible for protecting any and all IPR in any submissions and should do so before entering the competition.

Prior to participation in the MEDICA App COMPETITION, all participants must make an independent determination that they are authorized to submit a product or prototype in the competition by notifying, if applicable, their employer, or if a student, their College and/or University, whichever is applicable, of the respective product or prototype to be submitted and the participant's intent to submit this product or prototype in the competition.

Each participant must disclose all IPR held by, and/or all IPR applications made by, the participant or any other parties, in connection with any submitted products or prototypes, or parts thereof in the database (mandatory field).

Each participant understands and acknowledges that any IPR protection in any submitted solution may be lost, waived or become common property as a result of participation in the MEDICA App COMPETITION and/or through the publication of the solution during the MEDICA App COMPETITION pitch and award ceremony, unless the solution is properly protected prior to submission. Navispace strongly recommends all products and prototypes to be properly protected under applicable law before submission.

Despite all efforts taken by Navispace to keep the submitted solutions confidential prior to the publication of the product or prototype, each participant understands and agrees that Navispace does not assume any liability for any damage resulting from the submitted product or prototype becoming public.

State, Federal and International Regulations

This competition is subject to the provisions of all applicable International, state and local laws and regulations. This offer is void where prohibited.

Miscellaneous

By participating in the competition, the participant agrees to and shall comply with these terms and conditions. Navispace takes no responsibility regarding the provision of the prizes offered by any of the official partners.

Navispace reserves the right in its sole discretion to disqualify, at any point in time, any submission that does not comply with the requirements set forth in these terms and conditions without notification. Any direct or indirect form of gaming, collusion, misrepresentations or otherwise deceptive or abusive behavior shall be deemed a violation of these competition terms and conditions. Navispace reserves the right, at its sole discretion, to disqualify and cancel any entry from any participant found to be tampering with the operation of the competition, acting in violation of these terms and conditions or acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other participants.

Caution: any attempt by an entity or individual to deliberately damage any website or undermine the legitimate operation of the competition may be a violation of criminal and civil laws and should such an attempt be made, Navispace reserves the right to seek compensatory, punitive and other damages from any such entity or individual to the fullest extent permitted by law.

If an entry is canceled by Navispace, the relevant participation in the competition shall be terminated, and all associated rights shall lapse.

Navispace shall be responsible for overseeing the competition, including but not limited to overseeing all aspects of determining eligible submissions. By participating in the competition, participants acknowledge that all decisions of Navispace and the judges are final and binding in all respects. The award decisions will not be subject to dispute in a court of law. Participants have no right to a statement of the experts' decisions.

Navispace may issue interpretive guidelines regarding the provisions of these terms and conditions. Navispace may modify these terms and conditions from time to time, modifications will take effect at the time they are announced.

If any part of these terms and conditions is declared invalid or unenforceable for any reason, the remainder will be valid and enforceable as if the invalid or unenforceable part were not included herein. There shall be substituted for any invalid or unenforceable provision a suitable provision that, as far as is legally possible, comes nearest to the sense and purpose of these terms and conditions, taking into account all other applicable rules and policies.

If for any reason the competition is not capable of running as originally planned due to any reason, including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud or technical failures which in Navispace' sole discretion corrupt or affect the administration, security, fairness, integrity or proper conduct of the competition, Navispace reserves the right, at its sole discretion, to terminate, modify or suspend the competition. In the event the competition is so terminated, then these terms and conditions will be considered null and void and of no further force or effect (except those Sections herein regarding liability and/or damages, which shall survive indefinitely), and Navispace will have no obligations or liability of any kind to any participant. In the event the competition is so suspended or modified, then Navispace may determine, at its sole discretion, when and/or with what modification(s) the competition will resume, and any subsequent winner(s) will be determined in a manner which Navispace determines, in its sole discretion, is fair, appropriate and consistent with these terms and conditions.

Navispace and its official partners are not responsible for any incorrect, inaccurate or incomplete information, whether caused by website users or by any of the equipment or programming associated with or utilized in the competition, and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, or unauthorized access to the competition website, regardless of the cause or reason therefore. The official partners are mentioned on the MEDICA App COMPETITION website at www.medica-tradefair.com.

Navispace and its official partners are not responsible for injury or damage to participants or to any other person's computer related to or resulting from participating in this

competition, from uploading or downloading materials to or from any website, or from the use of any website.

In no event will Navispace and its respective affiliates, subsidiaries, and otherwise related companies, their respective agencies or their respective officers, directors, employees, members, shareholders, attorneys, representatives and agents, be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential, special or punitive damages arising out of, resulting from, arising in connection with or participation in, the competition, including the negligence of other parties or their affiliates, representatives, employees and agents, or the negligence of any other participant in the competition, or any other cause. In no event shall Navispace and its respective affiliates, subsidiaries and related companies, their respective agencies or their respective officers, directors, employees, members, shareholders, attorneys, representatives and agents, be liable for any special, incidental, indirect, punitive or consequential damages arising out of or in connection with these terms and conditions.

Navispace and its respective affiliates, subsidiaries and related companies, their respective agencies or their respective officers, directors, employees, members, shareholders, attorneys, representatives and agents make no warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability or use or non-infringement with respect to the competition or any website utilized to enter this competition. For the avoidance of doubt, no provision in these terms and conditions shall be construed as limiting the liability of any party which cannot be excluded under generally applicable law.

By participating in this competition, each participant, releases, indemnifies and holds harmless Navispace and its respective affiliates, subsidiaries, successors, assigns and licensees, the service agencies and independent contractors of any of the above organizations and their respective directors, officers, employees, members, shareholders, attorneys, representatives and agents, from and against any and all liability, judgments, claims, losses, damages, costs and expenses (including, without limitation, reasonable outside attorneys' fees) with respect to or in any way arising from participation in the competition or the awarding, acceptance, possession or use (or misuse) of the competition award, including, but not limited to, liability for personal injury.

These terms and conditions, and the relationship between the participant and Navispace are governed by and interpreted in accordance with the laws of Germany, including data protection regulations, as applied to agreements entered into and fully performed therein by residents thereof. All participants consent to the jurisdiction of and venue in the state and federal courts sitting in Munich, Germany, shall have exclusive jurisdiction to determine any disputes which may arise out of, under, or in connection with these terms and conditions. In the event of litigation hereunder, the prevailing party shall be entitled to recover reasonable costs and expenses including reasonable attorneys' fees.

This competition has not been approved or endorsed by any government agency. By participating in this competition or accepting any prize that they may win, all participants agree to release Navispace, their subsidiary, affiliated and successor companies, agencies and prize suppliers, and each of their respective officers, directors, agents, representatives and employees from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this competition and/or acceptance or use of the prize.



Contact

For more information about the MEDICA App COMPETITION refers to the Internet address www.medica-tradefair.com.

For further questions please contact us at info@navispace.de