

1. There is no fee to enter the Discovery Fast Track Challenge (the “**Challenge**”). By entering the Challenge each investigator, (“**Applicant**”) upon submission of their application, agrees to be bound by all of the requirements and terms for contest participation as set out on this website.
2. Each Applicant represents, warrants and undertakes that that his/her institution has authorised and endorsed his/her entry into the Challenge, that he/she is complying with the policies and instructions of his/her institution at all times during his/her participation in the Challenge and that participation in the Challenge, including if the Applicant is selected as a finalist or winner, will not result in the Applicant being in violation of any such policies or instructions or cause the Applicant or his/her institution to be in breach of any agreement with a third party.
3. Each Applicant’s concept, together with all associated application materials, proposals and presentations, included in a submission to the Challenge (the “Submission”) must be the result of the research and other work of the Applicant conducted within his or her named institution. In order to be confirmed as a finalist, the Applicant will be required to provide the following for each individual who contributed in a material way to the research, other work or Submission: (i) the other individual’s written approval of the entry of the Submission into the Challenge and approval of and inclusion of their involvement in the research within the submission. (ii) a general statement regarding the other individual’s role in respect of the research, work or Submission. Where any such other individual is an employee of, student of, or otherwise affiliated with, an institution other than the Applicant’s institution, such other institution must also be identified for each applicable other individual.
4. Each concept submitted as part of a Submission by an Applicant into the Challenge, and all associated application materials, proposals and presentations: (i) shall not be subject to any other arrangement or agreement with a third party that would prevent GSK from progressing with the Submission within the Challenge, including, if applicable, entering into a DPAC agreement with the Applicant’s institution for the Submission; (ii) shall not knowingly infringe upon any third party’s rights, provided, however, that it is understood that the foregoing does not mean or represent that the Applicant or the Applicant’s institution has conducted or will conduct a freedom to operate analysis with respect to the applicable intellectual property relating to the Submission; (iii) shall not violate any applicable law, rule or regulation or policy of the Applicant’s institution; and (iv) shall not knowingly contain any virus, bugs or other deleterious material. Any non-complying application will be subject to disqualification at GSK’s sole discretion.
5. Applicants must cease use of the Challenge website (<http://openinnovation.gsk.com/>) and must not participate in the Challenge if to do so would be contrary to the policies of the Applicant’s employer or institution. GSK may unilaterally exclude and delete an Applicant’s Submission if evidence is presented that Applicant’s institution does not permit Applicant to participate in the Challenge. To enter the Challenge, Applicants will be required to complete a registration and will receive an account when the registration is completed. Applicants are responsible for maintaining the confidentiality of their account and password.
6. Proof of submission will not be deemed to be proof of receipt by GSK. Applications must be in English. The Applicant represents warrants and undertakes that all information submitted by Applicant in the initial application shall be non-confidential (including without limitation, all information in Applicant’s initial application to the Challenge). Applicants will be requested to sign a CDA if they are chosen as a finalist. For all information and materials submitted prior to signing a CDA, GSK shall have no obligation of any kind with respect to such information. GSK may use the initial application for information purposes only.
7. Applicants agree not to submit or transmit any written material that is unlawful, threatening, libelous, defamatory, obscene, pornographic, profane, or might in any other way violate any law, regulation, or rule. Applicants are solely responsible for any material submitted in their Submission. Applicants further agree not to upload, email, post or transmit to, or distribute or otherwise any written material that is not related to the subject at issue.
8. An Applicant is not a winner unless the Applicant is chosen as a winner and his/her eligibility has been verified and he/she has received notification from GSK that verification has been successfully completed. In the event that a potential winner is determined to be ineligible or otherwise is not in compliance, with any of the terms of this Challenge, including but not limited to all requirements set forth on the Challenge website ([www.gsk.com/discoveryfasttrack](http://www.gsk.com/discoveryfasttrack)), he/she will be disqualified.
9. Selected scientists’ names will be disclosed on [www.gsk.com/discoveryfasttrack](http://www.gsk.com/discoveryfasttrack) for a reasonable period of time following the completion of the challenge, not to exceed two (2) years without further consent of the selected scientist for such continued disclosure.



10. If for any reason the Challenge is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failure, human error, scientific and technical challenges or any other causes beyond the control of GSK that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Challenge, GSK reserves the right in its sole discretion, to cancel, terminate, modify or suspend the Challenge in whole or in part.
11. To the fullest extent permitted by applicable law, regulation or binding industry code, GSK assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, applications. To the fullest extent permitted by applicable law, regulation or binding industry code, GSK is not responsible for any problems or technical malfunction of any computer online systems, servers, or providers, computer equipment, software, failure of any application to be received by GSK on account of technical problems or traffic congestion on the Internet or at any web site, any combination thereof, or otherwise, including any injury or damage to Applicant's or any other person's computer related to or resulting from participation or downloading any materials in the Challenge. To the fullest extent permitted by applicable law, regulation or binding industry code, GSK is not responsible for late, lost, illegible, incomplete, stolen, or misdirected applications or supporting materials or documentation. By entering this Challenge, each Applicant waives any claims that such Applicant has or may have against GSK and each of its parent companies, subsidiaries, affiliates, and each of their directors, officers, employees, and agents, and the judges of the Challenge, arising from or in connection with the administration of the Challenge by GSK. Any attempt by an Applicant to deliberately damage any web site or undermine the legitimate operation of the Challenge may be a violation of criminal and civil laws and should such an attempt be made, GSK reserves the right to seek damages from any such person to the fullest extent permitted by applicable law, regulation or binding industry code.
12. By participating in the Challenge, the Applicant agrees that GSK may collect, use and disclose Applicant's personal information for the purposes of administering the Challenge, including contacting potential finalists and winners, and otherwise as described in the GSK's privacy policy at <http://openinnovation.gsk.com/stevenage/privacy.php>. Applicants entering the Challenge from outside the U.S., should be aware that information may be processed and transferred to the U.S. and be subject to U.S. law. The privacy and data protection laws in the U.S. may not be equivalent to such laws in such Applicant's country of residence.
13. The Challenge and all related terms, including these General Challenge Terms and Conditions and any non-contractual obligations arising out of or in connection with it, are governed by the laws of England and Wales. Applicants and their institutions expressly agree that exclusive jurisdiction for any dispute with GSK, or in any way relating to Applicant's participation in the Challenge, reside in the laws of England and Wales. If any term governing the Challenge is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining terms. If any provision is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modifications as may be necessary to make it valid.
14. All entry instructions on this site form part of the challenge terms and conditions.
15. The use of this site is also subject to GSK's privacy policy which can be found at <http://openinnovation.gsk.com/privacy.html>
16. The promoter of this challenge is: GlaxoSmithKline UK Limited, 980 Great West Road Brentford TW8 9GS
17. These terms and conditions do not create any rights or benefits enforceable by any person not a part to it (within the meaning of the Contracts (Rights of Third Parties) Act 1999.
18. If there is a conflict or inconsistency between:
  - o a term of these terms and conditions,
  - o a term of the CDA, or
  - o a term of the MTA, then the term falling into the category last appearing in the list above shall, unless expressly stated otherwise, take precedence.