

NOVARTIS DATATHON

**1-2 December 2018
Barcelona**

TERMS AND CONDITIONS

Organizer:



In collaboration with:



1 PURPOSE

1.1 The purpose of this Terms and Conditions document is to regulate the participation of people interested in participating in Novartis Datathon (www.godatathon.com), organized by Novartis, with the collaboration of Eurecat (hereinafter "The Organization"), on 1st and 2nd December 2018 in Vakiliria Hub Space (Barcelona).

1.2 For the purpose of these Terms and Conditions, the terms and expressions that begin with a capital letter, in quotation marks and in bold, they will have the meaning assigned to them immediately:

"Novartis Datathon" means a Big Data challenge focused on predictive analytics and on predictive analytics and AI applied to a forecasting and a resource allocation challenge where data scientists, modellers and programmers will present the numerical results and the approaches taken according to the content of these terms"

"Organization" means Novartis with the collaboration of Eurecat.

"Participant/s" means the person(s) of at least 18 years of age, in possession of the documentation legally necessary to prove their age and identity, who apply for the "Novartis Datathon", in accordance with what was established in these terms.

"Team" means the "Participant", consisting of a person or a group of people to a maximum of 4, who apply for participating in "Novartis Datathon" in accordance with what was established in these participation bases.

1.3 "Novartis Datathon" is a Big Data challenge focused on predictive analytics and AI applied to a forecasting and a resource allocation challenge where data scientists, modellers and programmers will present the numerical results and the approaches taken according to the content of these terms"

1.4 The purpose of "Novartis Datathon" is to promote and foster innovation, talent and development through the use of data to improve forecasting about allocation resources. Also, to create an ecosystem of creativity and inspiration among data scientists, modellers and programmers, while sharing knowledge and experiences.

1.5 Participation can be individually or collectively by "Teams" between 1 and 4 people. with programmers, data scientists and modellers profiles. They must meet the requirements established in these bases of participation to apply.

1.6 The challenge will contain two parts: sales forecast for 2018 and resource allocation for 2018.

1.7 There will be 3 winner teams chosen by a panel of judges:

- First Prize: Folding Electric Scooter+ cash (total value for team: 4.000€)
- Second Prize: Sports Watches + cash (total value for team: 2.000€)
- Third Prize: Drones + cash (total value for team: 1.000€)

The prizes will be delivered within the maximum of 90 (ninety) days counting from 2nd December 2018.

2 ELEGIBILITY

2.1 Everyone who enjoys to work with data and wants to enjoy a good weekend

3 PARTICIPATION REQUIREMENTS

3.1 Participants must have reached the age of majority in their respective state, province or territory of residence in order to register in the Novartis Datathon with an ID/Passport. "The Organization" will exclude any "Participant" the data does not conform to their real identity or breach any other required condition The Organization reserves the right to restrict participation at its sole discretion.

3.2 If a participant signs up as only one person (i.e., without a team), upon the participant's request it is possible that the organizer matches him / her into a team with other participants.

3.3 Teams must fill in the registration form. All applications will be considered and the Organization will notify by email if a team has been selected to compete.

3.4 All application will be sent only by the form link included on www.godatathon.com

3.5 Participants" will bring their own working tools: tablets, chargers, mobiles, keyboards and any other item they may need.

3.6 Online participations won't be accepted and hence the physical presence on 1st and 2nd December 2018 in Valkiria Hub Space (Barcelona) is compulsory.

3.7 None of the person forming part of the each team of "Participants" cannot be replaced by another person without a confirmation from the Organization.

3.8 If a team can't come to Novartis Datathon, they must communicate immediately to the Organization.

3.9 Deserting teams before Sunday, 2nd December, at 11.00 am won't have the opportunity to present their results and will be excluded from the possibility to win the Novartis Datathon.

4 APPLICATION FORM

4.1 The form will have the following fields: Team's Members (1, 2, 3 or 4 people), Team's Name, Linkedin profile link or Upload your CV, First Name, Last Name, Email, Mobile Phone, Address, Postal Code, City, Country, Province (if Spain is the country).

5 APPLICATION DEADLINE AND AGENDA (TO BE CONFIRMED)

5.1 Application form will be available until 28 November 2018 at 12.00pm CET. Organization reserves the right to extend the deadline.

5.2 Agenda:

- Saturday 1 December: from 9.00 am to 00.00 am
 - 9.00 – 10.00 Registration & Breakfast
 - 10.00 – 11.00 Welcome and Intro
 - 11.00 – 00.00 Case Work
 - Support
 - 14.00 – 16.00 Mentoring sessions
 - 16.00 – 00.00 Coffee corner follow up
 - Food
 - 13.00 – 15.00 Lunch available
 - 15.00 – 21.00 Snacks available
 - 21.00 – 00.00 Dinner available + bar / lounge
- Sunday 2 December: from 9.00 to 15.00 pm
 - 9.00 – 11.00 Case Work
 - 11.00 Show Results
 - 11.00 – 11.30 Prepare Presentations
 - 11.30 – 13.00 Presentations (only top 5)
 - 13.00 – 15.00 Lunch and Award Ceremony

6 NOVARTIS DATATHON

6.1 "Teams" will have assigned their work space that will be indicated at the Registration.

6.2 Each "Participant" will receive a badge which they must to carry during the Datathon.

6.3 "The Organization" will make available the basic infrastructure to enable connectivity throughout a Wi-Fi network. This Wi-Fi access will be carried out under the sole responsibility of each "Participant", expressly exonerating the "Organization" from any matter derived from this access.

6.4 At the beginning of the Datathon Teams will receive an access and information about the Case Work.

Part 1 – Sales forecast for 2018

The dataset includes Jan 2012 – Dec 2017 anonymized data on sales, as well as Jan 2012 – Dec 2018 anonymized data on few Marketing & Sales (M&S) investment types, necessary to drive our sales. Your challenge is to forecast 2018 sales per country per brand and per month.

How close can you get to the real 2018 sales?

Part 2 – Resource Allocation for 2018

What would have been your best M&S 2018 allocation per investment type, per brand and per country in order to maximize sales after M&S spend, given the same total M&S spend? (=How would you redistribute M&S among countries and brands?)

What would have been your best M&S 2018 allocation per investment type, per brand and per country in order to maximize sales after M&S spend, assuming unlimited M&S resources available?

How innovative is your solution to optimize our resource allocation?

6.5 Teams can at any point in time during the event upload their data in the leaderboard and see how close they are to actuals for a selected 20% of the data.

6.6 "Organization" reserves the right to disqualify "Participants" who consider that the criteria and/or content of the bases have not been complied with during the Novartis Datathon. The "Participant" expressly waives any claim in "The Organization" in case of being disqualified for breach of these terms and / or criteria of participation.

6.7 The "Participants" expressly exonerate the "Organization" from any kind of liability and/or claim for any theft, damage, material or personal damage caused by breach of the regulations of the space where the event is held, of which the participant will respond exclusively to the same.

6.8 "Organization" is not responsible for the expenses associated with the accommodation and/or travel costs of the "Participants" of the datathon. Each "Participant" will cover these expenses, as well as any other expenses incurred.

7 PRESENTATION TO THE JURY

7.1 The best top 5 teams will present to the Jury.

7.2 Every presentation has a 15-minutes slot, including Q&A. Pure presentation time should not exceed 10 minutes, as the jury will have many questions. Your presentation should cover your forecast results and (briefly) how you came up with them, and your approach to our resource allocation problem including the result.

7.3 The Jury decision cannot be appealed. "Participants" will accept it for the sole fact of their registration, thus renouncing any claim in this regard.

7.4 The jury will be formed by members of the Global Business Planning and Analysis team in Basel and Barcelona, as well as data scientists from Novartis and Eurecat.

8 JURY CRITERIA

8.1 The winners will be selected by the jury based on the fulfilment of quantitative and non-quantitative criteria:

- **FORECAST ACCURACY:** How close is your sales forecast to our 2018 data? We assess this per brand per market per month (65% weight) and the total sales you forecasted for 2018 (35% weight).
- **NON-QUANTIATIVE CRITERIA:** How innovative and creative is your approach to our resource allocation problem? In your presentation, did you clearly communicate what you did and could answer the questions?

9 PRIZES

9.1 Every team member receives one gadget.

9.2 First Prize Winner: Folding Electric Scooter + cash (total value for the team: 4.000€).

9.3 Second Prize Winner will receive Sport Watches + cash (total value for the team: 2.000€).

9.4 Third Prize Winner will receive Drones + cash (total value for the team: 1.000€)

9.5 For the cash prizes:

The cash prize of this event is attached to the standards in force at the time of award's acceptance by the winner contained in Law 35/2006 of November 28 on Income Tax of Individuals if the winner had tax resident in Spain, by virtue of which the company Eurecat shall perform withholding or payment on account of those taxes subjected to these awards, and also Royal Decree 2069/1999, of 30 December, which approves the Statute of the Public Enterprise State Lotteries, Decree 3059/1966 on 1 December, approving the revised text of Tax Rates, and other equivalent provisions.

9.6 Novartis and Eurecat employees and their first and second degree relatives are excluded from participating in Novartis Datathon. The reference to Novartis and Eurecat also includes the companies forming part of the same group.

10 RESERVATIONS AND LIMITATIONS

10.1 The falsification and/or concealment of any data entails the disqualification of "Novartis Datathon". Likewise, and if so, the full refund of the prize and, as well as, the redemption of all damages caused to "The Organization" and/or third parties.

10.2 Participants guarantee that the projects will be made without incorporating content which has intellectual and/or industrial property rights from themselves or from third parties. In any case, they ensure that the projects and their information are voluntarily contributed to this datathon and will not infringe rights of third parties or have in their case all the authorizations needed to participate in this contest, nor are offensive or demeaning, or encourage violence, racism or violate fundamental rights and public freedoms recognized by the applicable law and the protection of children and youth, not constitute or imply an invasion of personal or family privacy of individuals and a violation of the law the honour of others or the confidentiality of communications or are contrary to the regulations.

10.3 The Organization" may expel "Participants" that do not comply with the terms and conditions of "Novartis Datathon", as long as they are not for reasons of force majeure. Any "Participant" and/or assistant who prevents the normal and peaceful development of the "Novartis Datathon" or leave the competition before 11:00 am on Sunday 2nd December will also be expelled.

10.4 "The Organization" reserves the right to disqualify the "Teams" that present projects with viruses or other malicious components that could damage, interfere or violate the security of the system or systems, data, as well as when the personal data provided are false

10.5 All information, documentation, and data resources put directly or indirectly at the disposal of the "Participant" by "The Organization" of the datathon will be treated with confidentiality, not being able to be made known or transmitted in any way to third parties by the "Participant", nor commercially exploited by this or on his behalf. Likewise, "The Organization" undertakes to maintain confidentiality on those proposals that are not selected to participate.

11 INTELLECTUAL AND INDUSTRIAL PROPERTY

11.1 Participants grant to Novartis a sharing and exclusively free use license about their project, without territorial and transferable to other entities of Novartis without limitation so it can exercise its right to total or partial reproduction by any means and in any form, the translation, adaptation, arrangement or any other transformation thereof, in any form, which you can exercise and develop his own name.

11.2 Without prejudice to the provisions of the preceding paragraph, in the event that the participant wants to market its project or use it for any other purpose, they have to ask Novartis for permission. In the case of not reaching an economic agreement, Novartis will maintain its license non-exclusive.

12 IMAGE RIGHTS

12.1 Participants expressly authorize to capture their image and/or voice and transfer their rights of image and/or voice and its use, edition, diffusion and exploitation, total or fragmented, on such images so that they can be used by EURECAT and NOVARTIS, including its adaptation, total or partial, in the activity, in any medium, format or support that EURECAT and NOVARTIS deems appropriate.

NOVARTIS may exercise these rights either directly or through their total or partial assignment to any entities that form part of the Novartis Group, as well as to third parties that, in the name and on behalf of NOVARTIS, provide services related to the rights the participants assign.

For the appropriate purposes, the participants expressly confirm that there is no impediment whatsoever to assign to EURECAT and NOVARTIS the indicated Image Rights. The present authorization is made exclusively, free of charge or compensation, for any country in the world and for the maximum period permitted by regulations.

13 ETHICS CODE

Participants agree to comply with the following requirements on the assessment criteria of the competition and ethical code:

13.1 Participation cannot be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity.

13.2 Participation cannot promote illegal drugs or firearms (or the use of any of the foregoing), or any activities that may appear unsafe or dangerous, or any particular political agenda or message.

13.3 Participation cannot be obscene or offensive, endorse any form of hate or hate group.

13.4 Participation cannot defame, misrepresent or contain disparaging remarks about the Organization or their products or services, or other people, products or related companies to Novartis or Eurecat.

13.5 Participation cannot contain any trademarks, logos owned by others or advertise or promote any brand or product of any kind with the exception of the Assets, as defined below.

13.6 Participation cannot contain any personal identification, such as license plate numbers, personal names, and email addresses of Novartis or Eurecat.

13.7 Participation cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media).

13.8 Participation cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without written permission.

13.9 Participation cannot depict, and cannot itself, be in violation of any law.

14 DATA PRIVACY

14.1 The participant consent that their personal data that will be process and be disclosed between Eurecat and Novartis according to the established in this Terms and Conditions and in this clause. In no event will the parties process the Data as joint controllers.

14.2 Eurecat

14.2.1 Pursuant to Regulation (EU) 2016/679, of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and the relevant State regulations, **FUNDACIÓ Eurecat, the controller, hereby provides the following basic information regarding data protection:**

Controller:
FUNDACIÓ EURECAT
G66210345

Av. Universitat Autònoma, 23 – 08290 Cerdanyola del Vallès (Barcelona), Spain
legal@eurecat.org

Details of the data protection officer: dpo@eurecat.org

Purpose of the processing of your personal data: Managing your participation during (inscription, etc.) and after the activity (prizes); any other purpose established in this Terms and Conditions.

Basis: The basis for the processing is the consent granted by the data subject for this activity.

Recipients: The data will not be disclosed to third parties unless there is a legal obligation to do so.

Rights: You may access, rectify or erase the data and exercise your right to restriction of the processing and portability of the data by contacting the controller at its address or the email address legal@eurecat.org.

Storage: The data will be stored for the term required to render the service.

14.2.2 FUNDACIÓ EURECAT hereby informs you that it meets all the requirements stipulated by the data protection regulations and has in place all the technical and organisational measures to ensure the security of personal data. Moreover, in the event of any breach by the controller in the processing of your personal data, you are entitled to file a claim with the Spanish Data Protection Agency.

14.2.3 The "Participant" is informed of his/her right of opposition, access, rectification and cancellation, with respect to his/her personal data in the terms provided in the Law, as well as exercising the right to limit the treatment and portability of the Data by addressing at the address of the controller or at the email address: legal@eurecat.org.

14.2.4 The delivery of personal data in the registration form in the datathon is optional, in the case of not providing it cannot be registered as "Participant" to the "Novartis Datathon".

14.2.5 The "Participant" guarantees that the Personal Data provided to Eurecat on the occasion of the "Novartis Datathon" are true and is responsible for communicating to the latter any change in them. Likewise, the "Participant" authorizes Eurecat to use their name and image in advertising or communications, both written and electronic, by developing or carrying out to disseminate the results of the "Novartis Datathon" in the terms established and accepted in these Terms and Conditions. In no case, Eurecat will use the data of the "Participant" for commercial purposes.

14.3. Novartis.

14.3.1. Introduction

NOVARTIS FARMACÉUTICA, S.A. ("Novartis"), with registered office at Gran Via de les Corts Catalanes, nº 764, C.P. 08013, Barcelona (Spain) is going to process information about you which constitutes "personal data" and the Novartis group considers the protection of your personal data and privacy a very important matter.

Novartis is responsible for the processing of your personal data as it decides why and how it is processed, thereby acting as the "controller". In this Privacy Notice, "we" or "us" refers to Novartis.

We invite you to carefully read this Novartis Privacy Notice, which sets out in which context we are processing your personal data and explains your rights and our obligations when doing so.

Should you have any further question in relation to the processing of your personal data, we invite you to contact us sending an email to: dpospain.novartis@novartis.com

14.3.2. What information do we have about you?

We may collect various types of personal data about you, including the information that you provide in order to participate in the Datathon, the information that can be generated during the activity and the information that you can provide to us after the activity.

If you intend to provide us with personal data about other individuals (e.g. other data subjects that are going to participate in your team), you must provide a copy of this Privacy Notice to the relevant individuals.

14.3.3. For which purposes do we use your personal data and why is this justified?

14.3.3.1. Legal basis for the processing

We will not process your personal data if we do not have a proper justification foreseen in the law for that purpose. Therefore, we will only process your personal data if:

- we have obtained your prior consent;
- the processing is necessary to comply with our legal or regulatory obligations; or
- the processing is necessary for our legitimate interests and does not unduly affect your interests or fundamental rights and freedoms.

Please note that, when processing your personal data on this last basis, we always seek to maintain a balance between our legitimate interests and your privacy. Examples of such 'legitimate interests' are data processing activities performed:

- to manage human and financial resources of Novartis;
- to benefit from cost-effective services (e.g. we may opt to use certain platforms offered by suppliers to process data);
- to prevent fraud or criminal activity, misuses of our products or services as well as the security of our IT systems, architecture and networks;
- to sell any part of our business or its assets or to enable the acquisition of all or part of our business or assets by a third party; and
- to meet our corporate and social responsibility objectives.

14.3.3.2. Purposes of the processing

We always process your personal data for a specific purpose and only process the personal data which is relevant to achieve that purpose. In particular, we process your personal data for the following purposes:

- Manage the participation during the activity (inscription, etc) and after the activity (prizes); any other purpose established in this Terms and Conditions;

- keep the data after the activity in order to invite the participant to be a part of other Novartis activities in the future;
- manage our IT resources, including infrastructure management and business continuity;
- preserve the company's economic interests and ensure compliance and reporting (such as complying with our policies and local legal requirements, tax and deductions, managing alleged cases of misconduct or fraud, conducting audits and defending litigation);
- manage mergers and acquisitions involving our company;
- archiving and record-keeping;
- billing and invoicing; and
- any other purposes imposed by law and authorities.

14.3.4. Who has access to your personal data and to whom are they transferred?

We will not sell, share, or otherwise transfer your personal data to third parties other than those indicated in this Privacy Notice.

In the course of our activities and for the same purposes as those listed in this Privacy Notice, your personal data can be accessed by or transferred to the following categories of recipients on a need to know basis to achieve such purposes:

- our personnel (including personnel, departments or other companies of the Novartis group);
- our independent agents or brokers (if any);
- our other suppliers and services providers that provide services and products to us;
- our IT systems providers, cloud service providers, database providers and consultants;
- any third party to whom we assign or novate any of our rights or obligations; and
- our advisors and external lawyers in the context of the sale or transfer of any part of our business or its assets.

The above third parties are contractually obliged to protect the confidentiality and security of your personal data, in compliance with applicable law.

Your personal data can also be accessed by or transferred to any national and/or international regulatory, enforcement, public body or court, where we are required to do so by applicable law or regulation or at their request.

The personal data we collect from you may also be processed, accessed or stored in a country outside the country where Novartis is located, which may not offer the same level of protection of personal data.

If we transfer your personal data to external companies in other jurisdictions, we will make sure to protect your personal data by (i) applying the level of protection required under the local data protection/privacy laws applicable to Novartis, (ii) acting in accordance with our policies and standards and, (iii) for Novartis located in the European Economic Area (i.e. the EU Member States plus Iceland, Liechtenstein and Norway, the "EEA"), unless otherwise specified, only transferring your personal data on the basis of standard contractual clauses approved by the European Commission. You may request additional information in relation to international transfers of personal data and obtain a copy of the adequate safeguard put in place by exercising your rights as set out in Section 6 below.

For intra-group transfers of personal data, the Novartis Group has adopted Binding Corporate Rules, a system of principles, rules and tools, provided by European law, in an effort to ensure effective levels of data protection relating to transfers of personal data outside the EEA and Switzerland. Read more about the Novartis Binding Corporate Rules in www.novartis.es section: "Protección de datos: tus derechos".

14.3.5. How do we protect your personal data?

We have implemented appropriate technical and organisational measures to provide a level of security and confidentiality to your personal data.

These measures take into account:

- (i) the state of the art of the technology;
- (ii) the costs of its implementation;
- (iii) the nature of the data; and
- (iv) the risk of the processing.

The purpose thereof is to protect it against accidental or unlawful destruction or alteration, accidental loss, unauthorized disclosure or access and against other unlawful forms of processing.

Moreover, when handling your personal data, we:

- only collect and process personal data which is adequate, relevant and not excessive, as required to meet the above purposes; and
- ensure that your personal data remains up to date and accurate.

For the latter, we may request you to confirm the personal data we hold about you. You are also invited to spontaneously inform us whenever there is a change in your personal circumstances so we can ensure your personal data is kept up-to-date.

14.3.6. How long do we store your personal data?

We will only retain your personal data for as long as necessary to fulfil the purpose for which it was collected or to comply with legal or regulatory requirements.

The retention period is the term of performing the activity, plus the period of time until the legal claims under this Terms and conditions become time-barred, unless overriding legal or regulatory schedules require a longer or shorter retention period. We will also keep your data after the activity except you exercise the erasure right. When this period expires, your personal data is removed from our active systems.

Personal data collected and processed in the context of a dispute are deleted or archived (i) as soon as an amicable settlement has been reached, (ii) once a decision in last resort has been rendered or (iii) when the claim becomes time barred.

14.3.7. What are your rights and how can you exercise them?

You may exercise the following rights under the conditions and within the limits set forth in the law:

- the right to access your personal data as processed by us and, if you believe that any information relating to you is incorrect, obsolete or incomplete, to request its correction or updating;
- the right to request the erasure of your personal data or the restriction thereof to specific categories of processing;
- the right to withdraw your consent at any time, without affecting the lawfulness of the processing before such withdrawal;
- the right to object, in whole or in part, to the processing of your personal data; and
- the right to request its portability, i.e. that the personal data you have provided to us be returned to you or transferred to the person of your choice, in a structured, commonly used and machine-readable format without hindrance from us and subject to your confidentiality obligations.

If you have a question or want to exercise the above rights, you may send an email at dpospain.novartis@novartis.com or a letter at the Novartis address indicated in the Section 1 of this Privacy Notice with a scan of your identity card or official document with your identification.

If you are not satisfied with how we process your personal data, please address your request to our data protection officer global.privacy_office@novartis.com who will investigate your concern.

In any case, you also have the right to file a complaint with the competent data protection authorities, in addition to your rights above.

14.3.8. How will you be informed of the changes to our Privacy Notice?

Any future changes or additions to the processing of your personal data as described in this Privacy Notice will be notified to you in advance through an individual notice through our usual communication channels (e.g. by email or via our internet websites).

15 ACCEPTING OF TERMS AND CONDITIONS

15.1 Applying to "Novartis Datathon" implies the express and complete acceptance of these bases by the "Participants". "The Organization" reserves the right to interpret, and/or modify the terms and conditions of "Novartis Datathon", at any time, and even to cancel it for a justified reason. In any case, "The Organization" undertakes to communicate the modified conditions, or, as the case may be, the annulment of the event as a whole, so that all participants have access to this information.

15.2 By applying to "Novartis Datathon", the participants undertake to accept and respect, in all the terms, the decisions of the jury, expressly renouncing any claim on these decisions.

15.3 "The Organization" reserves the right to introduce changes in the working of "Novartis Datathon" at any time and/or be finalized in advance if necessary due to a justified reason, whilst any liability may arise. If there is any change, it must be properly communicated.

15.4 For the knowledge of any dispute that may arise regarding the interpretation or application of these conditions, the applicable law will be Spanish. Both the "Organization"

and the "Participants" and attendees agree to submit their dispute to the competent Courts and Tribunals of the city of Barcelona.