

**The Alfred R. Bader Award for Student Innovation 2021  
Official Rules**

**NO PURCHASE OR PAYMENT IS NECESSARY. SUBMISSION OF AN APPLICATION CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES. VALID WORLDWIDE EXCEPT FOR RESIDENTS OF BRAZIL, CUBA, FRANCE, IRAN, IRAQ, ITALY, LIBYA, LIBERIA, MYANMAR (BURMA), NORTH KOREA, POLAND, QUEBEC, SAUDI ARABIA, SUDAN, SYRIA, AND ZIMBABWE. VOID WHERE RESTRICTED OR PROHIBITED BY LAW. ELIGIBILITY IS LIMITED TO THE FIRST TWO HUNDRED (200) COMPLETE APPLICATIONS RECEIVED.**

1. **SPONSOR:** The Alfred R. Bader Award for Student Innovation in Synthetic Organic Chemistry and Chemical Biology ("Program") is sponsored by Merck KGaA, Frankfurter Str. 250, 64293 Darmstadt, Germany and its affiliates ("Sponsor" or "us"). You can contact us by email at: BaderAward@sial.com.
2. **BINDING AGREEMENT:** By submitting an application for the Program, each person submitting an application ("Participant") agrees to be bound by these Official Rules ("Rules") and the decisions of Sponsor, which are final and binding. Therefore, please read these Rules prior to your submission of an application to ensure you understand and agree. You may not submit an application and are not eligible to receive the Prizes described in these Rules unless you agree to these Rules.
3. **APPLICATION PERIOD:** The application period ends at 11:59 PM CEST on September 6, 2021. PARTICIPANTS ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTION.
4. **ELIGIBILITY:** To be eligible for the Program, a Participant must (i) be a current graduate student studying synthetic organic chemistry or drug discovery; (ii) enrolled in a PhD graduate program; (iii) be able to attend and present on his/her graduate research at the Bader Student Chemistry Symposium ("Prize Event"), which will take place virtually on November 4, 2021 at our headquarters in Darmstadt, Germany and (iv) be above the age of majority in the jurisdiction in which you reside at the time of entry. The Program is void in Brazil, Cuba, France, Iran, Iraq, Italy, Libya, Liberia, Myanmar (Burma), North Korea, Poland, Quebec, Saudi Arabia, Sudan, Syria, Zimbabwe, and where prohibited by law.

Employees, officers and directors of the Sponsor or its affiliates and their immediate family and household members are not permitted to participate.

The Program is subject to all applicable federal, state, and local laws and regulations except for the laws of Croatia and is void where prohibited, taxed, or restricted by law. Winning any prize is contingent upon fulfilling all requirements set forth herein. Participation constitutes Participant's full and unconditional agreement to these Rules and Sponsor's decisions, which are final and binding in all matters related to the Program.

5. **HOW TO ENTER:** To submit an application, Participants must complete the web form, including the following documents, by September 6, 2021: (i) a research summary highlighting the Participant's individual contribution to his/her research project and the impact of the work to the chemistry or scientific community; (ii) 100-word personal statement about what new trend or breakthrough in chemistry research (whether currently in practice or not) do you think will have the greatest impact on the field of

drug discovery in the coming decade; (iii) a résumé or CV; and (iv) the completed application. The research summary is limited to 1,000 words, excluding references and must be submitted as a Microsoft® Word document.

**LIMIT ONE (1) APPLICATION PER PERSON.** In the event of a dispute regarding who submitted an application, the application will be deemed submitted by the authorized account holder of the email address submitted at the time of application. “Authorized account holder” is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. A selected entrant may be required to provide Sponsor with proof that he or she is the authorized account holder of the email address associated with the selected application. Applications become the sole property of the Sponsor and will not be acknowledged or returned.

Sponsor is not responsible for: (i) lost, late, incomplete, invalid, illegible, unintelligible, incomplete, damaged, altered, counterfeit, obtained through fraud, late, or misdirected entries, which will be disqualified; (ii) for failed, partial or garbled computer transmissions; (iii) for technical failures of any kind, including, but not limited to electronic malfunctioning of any network, hardware or software; or (iv) for any error, technical or otherwise. Sponsor reserves the right, in its sole discretion, to disqualify any application not in compliance with these Rules.

6. **SUBMISSION REQUIREMENTS:** All applications must be original to Participant and must not infringe any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligations, or otherwise violate applicable laws. No trademarks, logos, company names or advertising of third parties are allowed unless expressly permitted by the Sponsor. Content may not be offensive or defamatory, as determined by the Sponsor in its sole discretion. The Sponsor reserves the right, in its sole discretion, to reject and/or disqualify any entries (in whole or in part) that the Sponsor deems, in its sole discretion, to be threatening, abusive, harassing, offensive, obscene, defamatory, libelous, hateful, embarrassing to another person or entity, profane, discriminatory, false, misleading or deceptive, invasive of another’s privacy, tortious, or that promote illegal behavior, or otherwise are inconsistent with its editorial standards or reputational interests, or that the Sponsor believes may violate any applicable law or regulation, these Rules or the rights of any third party.

7. **ELECTRONIC COMMUNICATIONS:** By submitting your application, you agree to communicate for the purpose of this Program with Sponsor electronically. By agreeing to do business electronically, you (i) agree that your consent to these Rules is a binding form of your electronic signature, which you agree binds you to these Rules, (ii) represent that you have Internet access and a valid email address enabling you access to information pertaining to the Program online and to receive communications and documents electronically, and (iii) represent that you have a printer or other device to print or otherwise save communications and documents including, without limitation, these Rules and that you have, in fact, printed or otherwise saved a copy of these Rules for your records. This consent is effective unless and until you withdraw it. You may withdraw your consent to electronic communication and delivery of documents, update your contact information, or request a free paper copy of these Rules at any time by contacting us as set forth in these Rules. We will send you a confirmation notice once we have processed your change request.

8. **WINNER SELECTION & NOTIFICATION:** Sponsor will select up to four (4) winners (“Winner”) on or around October 1, 2021. The applications will be judged based on the following objective criteria (“Application Criteria”) of equal weight:

(i) Thirty percent (30%) of the score will be based on the degree of innovation of the Participant’s research;

(ii) Thirty percent (30%) of the score will be based on the Participant’s presentation of his/her research in the application and accompanying research summary;

(iii) Thirty percent (30%) of the score will be based on the Participant’s creative use of reagents and/or catalysts in her/his synthesis project; and

(iv) Ten percent (10%) of the score will be based on the Participant’s personal statement on the new discoveries in chemistry in the next generation.

Winners will be selected on or around October 1, 2021 by the judging panel consisting of at least four (4) members (the “Judging Panel”). The Judging Panel is comprised of individuals who are employees of the Sponsor, an affiliate of the Sponsor or an external business partner of the Sponsor or an affiliate, and have advanced degrees in the areas of chemistry and/or biochemistry and have industry experience in the field of synthetic chemistry. Potential Winners will be notified by mail, e-mail, and/or telephone. If a potential Winner fails to respond to Sponsor’s notification within ten (10) calendar days, Sponsor reserves the right to choose a different potential Winner based upon the same criteria listed above. In the event that no applications are received, no prizes will be awarded. Determinations of judges are final and binding. The Winners may be required sign a Certificate of Eligibility and Liability/Publicity Release prior to receiving any prize, unless prohibited by law.

9. **PRIZES:** The Award Winners will each receive Two Thousand Dollars (\$2,000 USD). Actual cost may vary. Prizes are non-transferable, may not be substituted by the prize winner, and are not redeemable for cash. Sponsor reserves the right to substitute a prize of equal or greater value for adequate reason to be decided in the sole discretion of the Sponsor. Odds of winning depend on number of eligible applications received and the quality of the applications/presentations of the Participants. Up to four (4) total Prizes will be awarded.

10. **TAXES:** ALL TAXES, FEES, DUTIES, SURCHARGES, IF ANY, IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNERS/AWARD WINNER. In order to receive a Prize, each recipient must submit the tax documentation requested by Sponsor or otherwise required by applicable law, to Sponsor or the relevant tax authority, all as determined by applicable law. The potential recipients are responsible for ensuring that they comply with all the applicable tax laws and filing requirements. If any potential recipient fails to provide such documentation or comply with such laws, the Prize may be forfeited and Sponsor may, in its sole discretion, select an alternative Finalist.

11. **GENERAL CONDITIONS:** All federal, state and local laws and regulations apply. The Sponsor reserves the right at its sole discretion to disqualify individuals who violate these Rules, misrepresent themselves or provide misleading information to the Sponsor. Sponsor further reserves the right to disqualify any Participant who tampers with the submission process or any other part of the Program. Any attempt by a Participant to deliberately damage any web site or undermine the legitimate operation of the Program is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves

the right to seek damages from any such Participant to the fullest extent of the applicable law. Participants agree to be bound by the decisions of the Sponsor.

12. **INTELLECTUAL PROPERTY RIGHTS / PUBLICITY:** As a condition of submitting an application, Participants grant to the Sponsor and its affiliates, subsidiaries, licensees and assigns, an irrevocable, perpetual, non-exclusive and royalty-free right to use, reproduce, edit, display, transmit, prepare derivative works of, modify, publish and otherwise make use of the application for solely for its internal purposes or to promote the Program. In addition, Participants grant to the Sponsor and its affiliates, subsidiaries, licensees and assigns, an irrevocable, perpetual, non-exclusive and royalty-free right to use, reproduce, edit, display, transmit, prepare derivative works of, modify, publish and otherwise make use of any Participant's name, image, and likeness in any and all media, whether now known or hereinafter created, throughout the world and for any purpose. Participants waive any moral rights with respect to the application. In addition to other things, the rights granted to the Sponsor include, but are not limited to, the right to resize, crop, censor, compress, edit, feature, caption, affix logos to, and to otherwise alter or make use of the submitted application. The Participants acknowledge and agree that the Sponsor shall have no obligation to post, display or otherwise make publicly available any application submitted by the Participant. Participants consent to allowing the Sponsor and its affiliates to publish their application on any of their websites and/or social media pages for promotional marketing purposes. Participants consent to being contacted by Sponsor or one of its representatives for follow-up marketing activities related to this Program.

13. **PRIVACY:** Participants agree that personal data including, but not limited to, name, mailing address, phone number, and email address ("Personal Information") may be collected, processed, stored and otherwise used by the Sponsor, or any party authorized by them for the purposes of conducting and administering the Program, including its affiliates. This Personal Information may also be used by Sponsor or any party authorized by them, including its affiliates, to verify a Participant's identity, postal address and telephone number in the event a Participant qualifies for any applicable Prize as well as to deliver the applicable Prize(s).

Participants further agree that their Personal Information may be used to fulfill additional terms of the Program or to contact a Participant in response to a question submitted by such Participant.

This Personal Information may also be shared by the Sponsor or any party authorized by them with any third-party for the purposes of fulfilling the terms of this Program or another service that a Participant have requested, to comply with the law or in the good faith belief that such action is necessary in order to conform to the requirements of law or comply with legal process served on Sponsor, and to protect and defend Sponsor's rights or property. Participants understand and agree that this may mean that their Personal Information is transmitted, processed or stored in the United States. Note that Sponsor may share this Personal Information with its agents located in various offices throughout the world. Some of those offices may be in countries with data protection laws different than those established under Participants' national, state, provincial or local law.

Additionally, we ask that you please note the following:

- The data controller is Sponsor and the data recipients are Sponsor and its agents;
- Personal Information is collected for purposes of administration of the Program;

- Participants have a right of access to and withdrawal of their Personal Information. Participants also have a right of opposition to the data collection, under circumstances. To exercise such rights or to obtain a copy of the Rules at no charge, Participants may send a request to:

Merck KGaA  
Frankfurter Str. 250  
64293 Darmstadt, Germany  
Attention: The Alfred R. Bader Award  
Or by e-mail at: BaderAward@sial.com

14. **WARRANTY & INDEMNITY:** Participants warrant that their entries are original to the participant and do not infringe any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligations, or otherwise violate applicable laws. Each Participant represents and warrants that all permissions, if any are required, have been granted prior to submission of the application and the submission of the application does not violate or breach any obligations of a third party.

To the maximum extent permitted by law, each Participant indemnifies and agrees to keep indemnified, Sponsor at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Participant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, each Participant agrees to defend, indemnify and hold harmless the Sponsor from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from (i) any application materials submitted or otherwise provided by the Participant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (ii) any misrepresentation made by the Participant in connection with the Program; (iii) any non-compliance by the Participant with these Rules; (iv) claims brought by persons or entities other than the parties to these Rules arising from or related to the Participant's involvement with the Program; (v) acceptance, possession, misuse or use of any Prize or participation in any Program-related activity or participation in this Program; (vi) any error in the collection, processing, or retention of application information; or (vii) any typographical or other error in the printing, offering or announcement of any Prize or winners.

15. **RIGHT TO CANCEL, MODIFY, OR DISQUALIFY:** If for any reason the Program or any portion of the Program is not capable of running as planned due to technical or administrative problems, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond Sponsor's reasonable control which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Program, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Program or any portion of the Program.

16. **LIMITATION OF LIABILITY:** IN NO EVENT SHALL THE SPONSOR OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, INCURRED BY PARTICIPANTS OR ANY THIRD PARTY, WHETHER BASED ON WARRANTY OR IN CONTRACT, TORT, OR OTHER LEGAL THEORY, AND WHETHER OR NOT ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES, ARISING FROM THE PROGRAM OR PRIZE, EVEN IF THE SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The Sponsor is not responsible and shall not be liable for late or lost entries, whether caused by any of the equipment or programming associated with or utilized in the Program and assumes no responsibility for any computer, telephone, cable, network, electronic or internet hardware or software malfunctions, failures, connections, availability or intervention, error, omission, interruption, detection, defect, delay in operation or transmission, communications line failure, or theft.

By accepting a Prize, the Finalist/Award Winner agrees to release and hold harmless the Sponsor, its affiliates and agents from any and all liability, loss or damages arising from or in connection with awarding, and/or receipt of a Prize or participation in Prize-related activities, and they shall have no liability for any injury, misfortune, or damage to either persons or property incurred by entering, participating in or winning this Program.

Participants agree that the Sponsor shall have no liability for unsuccessful efforts to notify any potential Finalist, or for any injuries, losses, or damages by reason of the Participant's participation in the Program.

17. **IN CASE OF DISPUTES:** The Sponsor will interpret these Rules and resolve any disputes, conflicting claims or ambiguities concerning the Rules, and the Sponsor's decisions shall be final. If any provision of these Rules 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 Rules, which shall remain in full force and effect. The Sponsor reserves the right to modify or terminate the Program or to make such other decisions regarding the administration or outcome as the Sponsor deems appropriate. All decisions by the Sponsor are final.

18. **NOT AN OFFER OR CONTRACT OF EMPLOYMENT:** Under no circumstances shall the submission of an application into the Program, the awarding of a Prize, or anything in these Rules be construed as an offer or contract of employment with Sponsor. The Participants acknowledge that their applications have been submitted voluntarily and not in confidence or in trust. The Participants acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between a Participant and Sponsor and that no such relationship is established by the submission of an application under these Rules.

19. **FORUM AND RECOURSE TO JUDICIAL PROCEDURES:** Except where prohibited, participant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Program, these Rules, or any Prize awarded shall be submitted to the alternative dispute resolution service, JAMS, for binding arbitration under its rules then in effect in the Boston, Massachusetts area, without resort to any form of class action, and determined by one (1) arbitrator to be mutually agreed upon by both parties, with the parties agreeing to share equally in the arbitration costs; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Program, but in no event attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of the entrant and Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Massachusetts or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts.

20. **CONTACT & WINNER LIST:** Any questions, complaints or queries shall be sent by mail to Sponsor at:

Merck KGaA  
Frankfurter Str. 250  
64293 Darmstadt, Germany  
Attention: The Alfred R. Bader Award  
Or by e-mail at: [BaderAward@sial.com](mailto:BaderAward@sial.com)

Participants may request a list of Winners between October 1, 2021 and December 31, 2021 by sending a self-addressed stamped envelope to the same address. Lists will be provided after the Winners have been verified.