

## Competition Terms and Condition from Illumina Regulatory and Compliance

- Participants must be residents of Australia and have attained at least 18 years of age. Employees, officers, directors, agents, representatives, and independent contractors of Illumina Australia Pty Ltd, their subsidiaries or affiliated companies, together with their immediate family members and members of the same households (whether related or not) are not eligible to participate. Applicants may not hold current awards directly related to the proposed research. Also ineligible are (i) government employees or health care professionals, and (ii) any persons for whom it would be illegal to participate in or win the grant, or with or to whom it would be illegal for Illumina to grant the award as contemplated herein.
- No purchase from Illumina is necessary to participate and to be selected as a winner. Participation in the research award is subject to all applicable laws and regulations, and is void where prohibited.
- Each applicant will be entitled to make one (1) entry into the research award only. In the event that Illumina deems an applicant has made multiple applications to enter or to have acted in bad faith with respect to the research award, the applicant shall be excluded from the research award and consequently ineligible to be selected.
- By entering, the applicant gives permission to Illumina to contact the applicant regarding Illumina's products and services, whether or not the applicant is selected as a winner, in accordance with the Illumina privacy policy located at <a href="https://www.illumina.com/company/legal/privacy.html">https://www.illumina.com/company/legal/privacy.html</a>. The applicant agrees for Illumina to disclose the applicant's submission to the Australasian Neuroscience Society (ANS), for purposes of judging the submissions and selection of the winner of the grant.
- The application will be judged solely by a panel of academic judges from ANS based on documented and objective criteria, and the winner will be selected by such panel from ANS. Illumina will not be involved in the selection process of the winner, save as to provide a non-commercial expert purely to check on the feasibility of the winning application selected by ANS, prior to ANS announcing the winner of the grant. The decision of this panel from ANS will be final and binding and shall not be subject to review or appeal by any applicant or by any third party. The applicant acknowledges and agrees that the participation, winner selection, and grant awarded to the winner under the research award is not, and will not be, based upon the volume or value of any business generated between Illumina and the applicant, or the applicant's institution or company (if the applicant is not an individual), or any other organization that the applicant is involved in, if applicable.
- Samples must be prepared in accordance with the instructions to be provided to the winner by Illumina. The grant may not be transferred or assigned; no substitutions or cash equivalents are allowed.
- The applicant understands and agrees that no ideas, information or materials that are submitted to or otherwise provided to Illumina in connection with the research award will be returned, and that Illumina makes no guarantee or warranty with respect to the security or confidentiality thereof.
- All taxes on the grant and reporting thereof, and any other costs, fees and expenses relating to the
  prize or the research award, are the sole responsibility of the winner and/or the winner's institution
  or company.
- By submitting an application or accepting the grant if selected as the winner, the applicant agrees on behalf of the applicant and the applicant's institution or company: (1) to be bound by these rules; (2) that Illumina shall retain full authority, in their sole discretion, to interpret and administer these rules; (3) that any dispute with regard to the conduct of the research award, rule interpretation or award of the grant, shall be resolved by Illumina, whose decision shall be binding and final; (4) to be



bound by all decisions and interpretations made in good faith by Illumina, and (5) that all use of products will be subject to Illumina's standard terms and conditions of sale as can be found at <a href="https://www.illumina.com/company/legal/terms-and-conditions.html">https://www.illumina.com/company/legal/terms-and-conditions.html</a>. Furthermore, the applicant represents and warrants that: (1) the applicant meets all eligibility requirements of the research award; (2) the applicant has obtained all required authorizations and permissions from the applicant's institution or company; (3) entering into the research award does not and will not violate any law or regulation, or any of the institution's or company's rules or policies; and (4) the information contained in the application is true and correct in all material respects and is owned or rightfully possessed by the applicant without restriction on disclosure. Illumina may refuse to award the grant if Illumina determines, in its sole discretion, that doing so would likely result in a violation of an applicable law, rule, or policy.

- The applicant acknowledges and agrees that, if the applicant is selected as the winner, the applicant's name, biographical information, likeness, the name of the applicant's institution or company, and the project title (excluding further project details) may, without further compensation, be published on one or more Illumina's website(s) and, at Illumina's discretion, through social media. By accepting the grant, the winner grants to Illumina, on behalf of the winner and the winner's institution or company, the right, at any time and from time to time, to print, publish, broadcast, and use, worldwide and in any media now known or hereafter developed (including, but not limited to, social media, the internet, and the world wide web), the winning applicant's name, biographical information (if provided by the applicant), image or likeness, the name of the winning applicant's institution or company, and the project title (excluding further project details).
- It is the objective of the parties that the winner will present the results from its proposed study at the ANS 2024 and/or in one or more publications. It is understood that Illumina will be enabled, but not obligated, to use such results to create marketing materials and that the winning applicant will present the results at during the ANS2024, at a date and time to be informed by Illumina.
- By participating in the research award, the applicant agrees on behalf of the applicant and the applicant's institution or company to release, discharge, indemnify and hold harmless, Illumina and its affiliates, subsidiaries, officers, directors, employees, agents and representatives from all liability for any injury, loss or damage, including death or property damage, due in whole or part, directly or indirectly, to the participation in research award or the acceptance, possession, use or misuse of the grant. Illumina has not made any warranty, representation, or guarantee, express or implied, in fact or in law, with respect to the grant, including, without limitation, to such grant's quality or fitness for a particular purpose. Illumina is not responsible for lost, late, stolen, incomplete, illegible, inaccurate, undelivered, delayed or misdirected entries, or for any computer, the internet, email, telephone, or technical malfunction or delays, or for any human errors that occur in the processing, transmission or receipt of entries, or for inaccurate transcription of entry information, or if the research award is not capable of being conducted as planned, including but not limited to infection by computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures or other causes beyond the control of Illumina. In no event shall Illumina or its respective affiliates, subsidiaries, officers, directors, employees, agents or representatives by liable for any direct, indirect, incidental, consequential, special, exemplary or punitive damages whatsoever arising out of or in conjunction with participation in the research award or the acceptance, possession, use or misuse of the grant, whether based on warranty, contract, tort, strict liability, or any other legal theory, and whether or not any of them are advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law. Illumina's total and cumulative liability arising out of or in connection with the research award shall in no event exceed the total value of the grant.
- Illumina reserves the right to suspend, modify, cancel or terminate the research award without advance notice, including, without limitation, in the event of any act, occurrence or reason that it



believes would compromise the legality, integrity, administration or fairness of the research award. If one or more provisions of these rules are held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall be valid and enforceable. These rules are governed by and shall be construed by the laws of the state of Victoria, Australia, without application of its choice of law principles. Should there be a conflict between the laws of the state of Victoria, Australia and any other laws, the conflict will be resolved in favor of the laws of the state of Victoria, Australia. The failure of Illumina to comply with any provision of these rules due to civil unrest, threat of or actual acts of terrorism or war, embargoes, governmental actions, acts of God, earthquakes, floods, storms, fires, supplier delay, accidents, explosions, epidemics, quarantine restrictions, or other such contingencies beyond the control of Illumina, shall not be considered a breach of these rules.