

## AQUILLIUS CORPORATION COMPETITION

### OFFICIAL RULES

#### 1. HOW TO ENTER:

**NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN.** Void wherever prohibited or where registration or bonding required, and subject to all federal, state and local laws. To participate in the Aquillius Pitch Competition (the “Competition”), beginning at March 6, 2023, through May 18, 2023 (“Challenge Period”), you must submit your team’s application according to Appendix A (the “Entry,” each an “Entrant”). Visit <https://www.aquillius.com/events/life-science-pitch-competition-vendor-show> and follow the instructions (the “Instructions”) on how to submit your Entry. All information on the Entry form must be completed. Aquillius Corporation (“Sponsor”) reserves the right to request additional submissions and information for the purposes of judging Entries. Time of Entry will be determined by Sponsor in its sole discretion. Entrants acknowledge and agree that any materials provided to Sponsor by the Entrant will become the property of the Sponsor.

#### 2. WINNER:

Winner of the Competition will be determined by Sponsor (or judges appointed by Sponsor) using the following weighted criteria listed below (the “Criteria”):

Category	Weight	Criteria
Marketing Opportunity	20%	<ul style="list-style-type: none"><li>• Clear problem statement and value proposition(s).</li><li>• Identified and rationalized customer segment(s).</li></ul>
Product/Solution	20%	<ul style="list-style-type: none"><li>• Clearly articulates the story of how the product solves the problem.</li><li>• Stage of product development.</li></ul>
Competitive Advantage	10%	<ul style="list-style-type: none"><li>• Unique and sustainable competitive advantage (e.g., patents/IP, technology, trade secrets, innovative business model, unique capability, etc.).</li></ul>
Scalability	10%	<ul style="list-style-type: none"><li>• Potential to take significant market share, disrupt, or create a brand new market and grow rapidly.</li></ul>
Financial Understanding	10%	<ul style="list-style-type: none"><li>• Knowledge of costs/expenses, revenue model, and pro forma.</li><li>• Clear plan for use of funds.</li></ul>
Team	10%	<ul style="list-style-type: none"><li>• Leadership and management team in place.</li><li>• Clear understanding of activities, resources, and partners required to achieve success.</li></ul>
Investment Potential	10%	<ul style="list-style-type: none"><li>• Validation of business model assumptions.</li><li>• Clear pathway towards a return on investment (e.g., scaling revenue share and acquisition).</li></ul>
Presentation Quality	10%	<ul style="list-style-type: none"><li>• Logic and clarity.</li><li>• Use of visuals.</li><li>• Verbal delivery.</li></ul>

#### 3. PRIZES:

Prizes will be awarded to the Entrants that place first, second, and third in the competition and are detailed in the contest promotion, attached as Appendix A, hereto (the “Prizes,” each a “Prize”).

Actual value of each Prize depends upon, among other things, the current market conditions at the time of prize fulfillment. Winners will not receive cash or any other form of compensation for any prize(s).

No financial or other compensation will be made for any other use of the Entry. Prizes are not transferable. Winning Entrants (all team members) may be required to execute and return an Affidavit of Eligibility/Release of Liability/Assignment of Rights/Publicity Releases (where legal) within 21 days of notification attempt. Winning Entrants may also be required to form a corporate entity or change its entity status in order to be able to accept the Prize. If the winning Entrant fails to return by the deadline, the Prize may be forfeited and an alternate winning Entrant determined, based on the criteria set forth in Section 2. TAXES, AS WELL AS ANY OTHER COSTS OR EXPENSES, IF ANY, RELATED TO PARTICIPATING IN THE COMPETITION OR THE PRIZE ARE THE RESPONSIBILITY OF ENTRANTS AND WINNER. No responsibility or liability is assumed for damages, losses or injury resulting from acceptance or use of the Prize. All other expenses and costs not expressly listed above are the winning Entrant’s sole responsibility.

#### **4. ELIGIBILITY:**

Teams may consist of one or more participants. All members of each team must be: (a) legal residents of the United States; (b) physically located within the United States; (c) at least eighteen (18) years old and the age of majority in your jurisdiction of residence at the time of entry; and (d) validly existing entities or will become an entity based in the United States and legally authorized to conduct business in the State of California.

Any Entrant that has previously won the Sponsor’s one year membership and incubator space is not eligible to enter or win the Competition.

Entrants must be willing to agree to the terms and conditions of Sponsor’s Incubator Membership Agreement. Affiliates, subsidiaries, advertising, promotion, fulfillment agencies and existing clients of Sponsor, immediate family members of employees, officers and directors of Sponsor, and other persons living in the same household of employees, officers and directors of Sponsor, are not eligible to participate in the Competition. By entering, entrant gives permission to Sponsor to contact Entrant about its services, whether or not Entrant is chosen as the winning Entrant.

Teams that are in the process of receiving a patent approval, negotiating a licensing agreement, or participating in an event similar to the Competition are eligible to participate.

#### **5. GENERAL RULES:**

All Entries by Entrants must meet the entry requirements listed below.

<b>Entry Requirements</b>
<ul style="list-style-type: none"><li>• The Entry must be original material of Entrant;</li><li>• The Entry must not contain trademarks, logos, or trade dress (such as distinctive packaging or phraseology) owned by any entity or person other than Entrant;</li><li>• The Entry must not contain copyrighted materials (including photographs, videos, music, and other works of art or images) owned by any entity or person other than Entrant;</li></ul>

<ul style="list-style-type: none"> <li>• The Entry must not, in the sole and unfettered discretion of Sponsor, be profane, obscene, pornographic, sexually explicit or suggestive, or contain nudity or otherwise objectionable or inappropriate content;</li> </ul>
<ul style="list-style-type: none"> <li>• The Entry must not promote alcohol, illegal drugs, tobacco, firearms/weapons, or the use of any of the foregoing;</li> </ul>
<ul style="list-style-type: none"> <li>• The Entry must not promote any activities that may appear unsafe or dangerous;</li> </ul>
<ul style="list-style-type: none"> <li>• The Entry must not contain material that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on any protected category;</li> </ul>
<ul style="list-style-type: none"> <li>• The Entry must not contain advertisements, personal solicitations, or commercial solicitations or promote any political agenda or party;</li> </ul>
<ul style="list-style-type: none"> <li>• The Entry must not contain materials embodying the names, likenesses, or other indicia identifying any person other than Entrant, including without limitation celebrities and/or other public or private figures, living or dead;</li> </ul>
<ul style="list-style-type: none"> <li>• The Entry must not defame, misrepresent, or contain disparaging remarks about people or companies;</li> </ul>
<ul style="list-style-type: none"> <li>• The Entry must not communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate;</li> </ul>
<ul style="list-style-type: none"> <li>• The Entry must not include any private information of a third party such as name, address, phone number, or email address; and</li> </ul>
<ul style="list-style-type: none"> <li>• The Entry must not violate or encourage the violation of any law, rule, or regulation;</li> </ul>
<ul style="list-style-type: none"> <li>• Any Entry that contains prohibited content will be considered void and invalid.</li> </ul>

The Criteria will be scored by the representatives on a weighted scale of 1 to 10. The representatives will select the team(s) to be the potential prize winner(s) on or around May 18, 2023, and such determination shall be final and binding. In the event of a tie, the audience popular vote will be used as the tiebreaker. In the event of another tie, the Sponsor will make the final decision.

In the event of a dispute regarding any Entry, that Entry will be deemed made by the authorized holder of the primary email address associated with the Entry at the time of the Entry submission. Entrant must indicate members of Entrant's team. Any dispute among team members of Entrant (including as to inclusion on any team) must be resolved by and among team members of Entrant, though Sponsor reserves the right to make any final determination. A dispute among team members of Entrant may result in the disqualification of Entrant. Entrant must use an email address for the purposes of entering. Return of any Prize or Notification (as defined in Section 6) as undeliverable may result in disqualification and alternate determination. Sponsor reserves the right at its sole discretion to disqualify any Entrant that it suspects tampers or attempts to tamper with the entry process or the operation of the Competition or the web site [<https://www.aquilius.com/events/life-science-pitch-competition-vendor-show>]; violates the general rules as set forth in this Section 5; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Competition may be a violation of criminal and civil law, and should such an attempt be made, Sponsor reserves the right to seek damages from any such person and Entrant to the fullest extent permitted by law. Sponsor's failure to enforce any term of these general rules shall not constitute a waiver of that provision. Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend the Competition for any reason, including if it is not capable of running as planned, including, but not limited to, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other problems beyond the control of Sponsor and award the Prize from among all eligible online entries received prior to cancellation. Sponsor and each of its respective affiliates, officers, directors, agents, and employees will have no liability or responsibility for any claim arising in connection with participation in the Competition or the Prizes awarded. Each Entrant assumes

all liability for any injury or damage caused, or claimed to be caused, by participation in the Competition or use or redemption of any Prize.

Each Entrant agrees to comply with all terms and conditions of the web site used for entering the Competition, [<https://www.aquillius.com/events/life-science-pitch-competition-vendor-show>].

For questions about the Competition, please contact [Aquillius Corporation, [info@aquillius.com](mailto:info@aquillius.com), <https://www.aquillius.com/events/life-science-pitch-competition-vendor-show>].

## **6. NOTIFICATION:**

The Entrants responsible for submitting the winning Entries will be notified at the contact information included in the Entry with further instructions on how to claim their prize (the “Notification”). The winning Entrants will be required to claim their prizes within [thirty days (30)] of receiving the Notification by executing the Sponsor Incubator Membership Agreement (the “Incubator Agreement”). Each vendor will determine the duration for claiming or prize(s) by winning Entrants, but can be no sooner than 30 days.

## **7. INTELLECTUAL PROPERTY:**

Ownership of Entrant’s underlying intellectual property remains the property of Entrant, subject to Sponsor’s rights to reprint, display, reproduce, perform, and use the Entry for the purpose of administering the Competition. By participating in the Competition, Entrant grants Sponsor unrestricted rights to reprint, display, reproduce, perform, use, exhibit, and otherwise exploit (including the right to make derivative works of) the Entry and materials and information submitted in connection with the Competition or use or receipt of the Prize, as well as materials and information provided by Sponsor for the benefit of Entrant (including description of Sponsor’s services provided to the winning Entrants) for any and all purposes in any medium. Each Entrant hereby warrants that any Entry and other materials and information provided by Entrant are original with Entrant and do not violate or infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity, and do not violate any rules or regulations, and Entrant indemnifies Sponsor for any breach of the foregoing. If the Entry or information or materials provided by Entrant contain any material or elements that are not owned by Entrant and/or which are subject to the rights of third parties, Entrant represents he or she has obtained, prior to submission of the Entry and information or materials, any and all releases and consents necessary to permit use and exploitation of the Entry and information and materials by Sponsor in the manner set forth in the general rules without additional compensation.

Each Entrant warrants that the Entry and materials and information provided do not contain information considered by Entrant or any third party to be confidential, and that the Entry, materials, and information provided do not violate any laws or regulations. Entrant recognizes that all Entries will be posted for judging on the Internet and that no materials and information will be considered confidential. Entrant agrees that Sponsor has the right to verify the ownership and originality of all Entries and that, upon Sponsor’s request, Entrant must submit a written copy of any release or permission Entrant has received from a third party granting Entrant the right to use such property. Entrant understands and acknowledges that in the event that ownership, rights, and originality of the winning Entrant’s Entry cannot be verified to the satisfaction of Sponsor or is in any other way ineligible, Sponsor may select an alternate winning Entrant based on the same judging criteria.

## **8. RELEASE/LIMITATIONS OF LIABILITY:**

SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY PRIZE OR YOUR PARTICIPATION IN THE COMPETITION. BY ENTERING THE COMPETITION OR RECEIPT OF ANY PRIZE, EACH ENTRANT AGREES TO RELEASE AND HOLD HARMLESS SPONSOR, AND ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, AND PRIZE SUPPLIERS, AND TWITTER, LINKEDIN AND OTHER SOCIAL MEDIA PLATFORMS, AND EACH OF THEIR RESPECTIVE PARENT COMPANIES AND EACH SUCH COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, ARISING OUT OF PARTICIPATION IN THE COMPETITION OR RECEIPT OR USE OR MISUSE OF ANY PRIZE. THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY ENTRANTS, PRINTING ERRORS, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE COMPETITION; (2) TECHNICAL FAILURES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN PHONE LINES OR NETWORK HARDWARE OR SOFTWARE; (3) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE COMPETITION; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE COMPETITION OR THE PROCESSING OF ENTRIES; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM ENTRANT'S PARTICIPATION IN THE COMPETITION OR RECEIPT OR USE OR MISUSE OF ANY PRIZE; OR (5) IF FOR ANY OTHER REASON, THE COMPETITION IS NOT CAPABLE OF BEING CONDUCTED AS PLANNED.

**9. GOVERNING LAW AND DISPUTES:**

THESE OFFICIAL RULES AND THE COMPETITION ARE GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, AND THE FORUM AND VENUE FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THESE OFFICIAL RULES SHALL BE IN THE COUNTY OF SAN DIEGO, CALIFORNIA. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN CALIFORNIA. ANY SUCH CONTROVERSY OR CLAIM WILL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND WILL NOT BE CONSOLIDATED IN ANY ARBITRATION WITH ANY CLAIM OR CONTROVERSY OF ANY OTHER PARTY. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE COUNTY OF SAN DIEGO, CALIFORNIA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

**10. PRIVACY AND USE OF COMPETITION INFORMATION:**

Sponsor collects personal information from you when you enter this Competition. Sponsor reserves the right to use any information collected in accordance with its privacy policy, which may be found at [INSERT LINK TO PRIVACY POLICY].

**11. LIST OF WINNER(S):**

Individuals may request the name of the winner by submitting a self-addressed stamped envelope prior to 3 months from the end of the Competition Period to Aquillius Corporation, 10918 Technology Pl, San Diego, CA 92127.

**12. SPONSOR:**

The Sponsor of this Competition is Aquillius Corporation, 10918 Technology Pl, San Diego, CA 92127.

**13. NO AFFILIATION WITH LINKEDIN, TWITTER OR OTHER SOCIAL MEDIA PLATFORMS:**

This Competition is in no way sponsored, endorsed or administered by, or associated with, LinkedIn, Twitter or any other social media platform. You understand that you are providing your information to Sponsor and not to LinkedIn, Twitter or any other social media platform. The information you provide will only be used as described in these Official Rules and Sponsor's privacy policy.

## APPENDIX A



Pitch to win incubator  
space  
& vendor startup package.



### How to Apply:

**Step 1:** Register for Pitch Competition.  
Cost \$30\*

\*SDEE member receives 20% discount. Contact Danielle Hayes:  
dhayes@sdentrepreneurs.org for more information

[Register](#)

**Step 2:** Submit application through Gusto.  
Due date: April 15 11:59pm PST

[Apply & Submit](#)

## TIMELINE

**April 15, 2023** Applications for Pitch Competition due

**April 17-28, 2023** Pitches from Applicants (Virtual)

**May 1, 2023** Semi-Finalists announced!

**May 17, 2023** Life Science Pitch Competition & Vendor Show: Day 1  
Semi-Finalist Pitches (In-Person and Virtual)

Finalists announced!

*Aquillius | 10918 Technology Pl. | San Diego CA 92127*

**May 18, 2023** Life Science Pitch Competition & Vendor Show: Day 2  
Finalist Pitches (In-Person and Virtual)

Winners announced!

*Aquillius | 10918 Technology Pl. | San Diego CA 92127*

Aquillius Corporation  
10918 Technology Pl.  
San Diego, CA 92127

BOOK A TOUR

## Pitch Competition Prizes

### **1st Prize Winner:**



- 1 year Aquillius lab space (one 6-ft lab bench) or 1 year Aquillius office space (one cubicle)
- 1 year Aquillius membership for 1 person



- 1 year of CLS membership



- Application into San Diego Angel Conference VI. Opportunity to receive \$200,000 in angel investment.



- 2-hour Legal Fundamentals Consultation



- 300 USD of molecular biology reagents



- Receive an interview with the Startup Legal Garage at UC Law San Francisco for a chance to receive free corporate legal services for a semester.

### **2nd Prize Winner:**



- 6 months Aquillius lab space (one 6-ft lab bench) or 6 months Aquillius office space (one cubicle)
- 6 months Aquillius membership for 1 person



- 1 year of CLS membership

3/6/23, 3:08 PM

Life Science Pitch Competition & Vendor Show

- 1-hour Legal Strategy Consultation



- 100 USD of molecular biology reagents



- Receive an interview with the **Startup Legal Garage** at UC Law San Francisco for a chance to receive free corporate legal **services** for a semester.

### **3rd Prize Winner:**



- 6 months Aquillius membership for 1 person



- 1 year of CLS membership



- 100 USD of molecular biology reagents



- Receive an interview with the **Startup Legal Garage** at UC Law San Francisco for a chance to receive free corporate legal **services** for a semester.

Aquillius Corporation  
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858-533-7500  
incubator@aquillius.com



### BOOK A TOUR

In-Person

Virtual