



INGENUITY SYSTEMS IPA AND VARIANT ANALYSIS GRANT PROGRAM 2013 OFFICIAL CONTEST RULES

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EXECUTIVE SUMMARY

Ingenuity Systems, Inc. (“Ingenuity”) is delighted to announce our first annual Grant Program for ‘omics studies (the “Contest”). To receive either a limited license to use our IPA software, free sample(s) analysis using Ingenuity Variant Analysis or both, Applicants may submit proposals focused on the analysis and interpretation of ‘omics data. Ingenuity will be awarding six (6) Grants. Interested parties must submit a proposal (10,000 characters (~2,000 words) maximum) outlining the goals of their project as it relates to their specific research needs. The deadline for grant submission is March 4th, 2013, 11:59PM PST. Visit our website for more information about [IPA](#) or [Variant Analysis](#).

ELIGIBILITY

Participation in the Contest is open only to academic institutions, biotech companies, government research institutions, hospitals, non-profit organizations and pharmaceutical companies (each an “Eligible Entrant”). Entrance into the Contest is free, and there is no limit on the number of Proposals that a person can submit. Void where prohibited, licensed, or restricted by federal, state, provincial, or local laws, regulations, or agency/institutional policy. Employees, officers, affiliates, directors, subsidiaries, family and household members of Ingenuity (collectively, the “Released Parties”) are not eligible to participate in any contests. Determination of eligibility is at Ingenuity’s sole discretion. By entering this contest, entrants accept and agree to be bound by these Official Rules, which are final and binding in all respects. All federal, state and local laws and regulations apply.

KEY DATES

- Proposal submission commencement date: February 4, 2013
- Proposal submission deadline: March 4, 2013, 11:59PM PST
- Proposal review dates: March 5 – April 5, 2013
- Grant Award dates: April 6 – 10, 2013 (at the AACR Annual Conference in Washington, DC)

SUBMISSION PERIOD

The Contest begins on February 4, 2013 at 8:00AM US Pacific Daylight Time and will remain open until March 4, 2013 at 11:59PM US Pacific Daylight Time (the “Submission Period”).

HOW TO APPLY FOR A GRANT

The Ingenuity Grant Program is designed to award proposals that are focused on the analysis and interpretation of 'omics data, by giving Eligible Entrants an opportunity to receive a license to use Ingenuity's IPA Software, complementary sample(s) analysis using Ingenuity Variant Analysis, or both (each a "Grant").

There is no purchase necessary to enter the Contest or receive a Grant. You can enter the Contest and become an "Eligible Entrant" in three ways:

1. **Ingenuity Variant Analysis Grant**- To enter for a chance to win complementary sample(s) analysis using Variant Analysis ("Variant Grant"), during the Submission Period, submit a qualifying proposal ("Proposal") to http://pages.ingenuity.com/GrantProgram2012_GrantProgram2012Form.html (the "Website"), which focuses on DNA sequencing interpretation based on human disease studies and describes how you would utilize the Variant Grant.
2. **Ingenuity IPA Software Grant** - To enter for a chance to win a limited license to the Ingenuity IPA software ("IPA Grant"), during the Submission Period, submit a Proposal to the Website, which focuses on identifying and validating upstream regulators (transcription factors, microRNA or other) and use of mechanistic networks, and describes how you would use the IPA Grant.
3. **Dual Grants** - To enter for a chance to win both the Variant Grant and the IPA Grant, during the Submission Period, submit a Proposal to the Website, which focuses on an application or data set that leverages both IPA and Variant Analysis.

All Proposals will be deemed confidential to the individual Eligible Entrant and will not be published or distributed except as outlined in the [Publication of Results](#) section below.

GUIDELINES FOR GRANT PROPOSALS

All Proposals must conform to the following guidelines to be eligible for consideration.

1. Proposals must involve the expansion of current genomic, transcriptomic or epigenomic studies
2. Proposals must be written in English and contain a maximum of 10,000 characters (approximately 2,000 words)
3. Proposals must be received by Ingenuity Systems by March 4, 2013, 11:59PM PST
4. Proposals must include a one to two sentence summary of the research goals
5. Proposals must include a 1,000 character abstract (approximately 200 word abstract - not included as part of the 10,000 character limit)
6. Proposals must include a statement of the underlying project goals and a description of the samples.



7. Proposals must include a statement of the availability and/or timeline to receive appropriate DNA, cDNA or RNA samples in supported data formats (to upload directly into IPA or Variant Analysis). Samples must be in the researcher's possession or have ready access to such samples from collaborators or sample repositories.
8. Proposal(s) may include up to three figures and/or tables.
9. Proposal(s) may also include appropriate references (not included as part of the 10,000 character limit)

Eligible Entrants must have the appropriate DNA samples (in supported [data formats](#) to upload directly into Variant Analysis or IPA software programs) in their possession or have ready access to such samples.

RESTRICTIONS

Proposals must not: (i) disparage Ingenuity or any other person or party; (ii) contain any material that Ingenuity deems to be inappropriate, indecent, obscene, hateful, tortuous, defamatory, slanderous or libelous; (iii) contain swear words or other coarse language; (iv) contain material that Ingenuity deems to promote bigotry, racism, hatred or harm against any group or individual or to promote discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; or (v) contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the Proposal is created.

INGENUITY RESERVES THE RIGHT TO DETERMINE IN ITS SOLE DISCRETION WHICH ENTRIES HAVE SATISFIED THE ENTRY REQUIREMENTS. YOU ACKNOWLEDGE THAT INGENUITY IS NOT RESPONSIBLE FOR AND HAS NO CONTROL OVER JUDGING OF PROPOSAL SUBMISSIONS.

WINNER SELECTION

AWARDS AND APPROXIMATE RETAIL VALUE

Ingenuity will award six (6) Grants in total, which will be divided amongst the Potential Winners in accordance with the substance of the Potential Winners' Proposals.

- **Variation Grant** – Ingenuity will award the Variation Grant to up to six Potential Winners. The Variation Grant has an approximate retail value ("ARV") of \$15,000 USD.
- **IPA Grant** – Ingenuity will award the IPA Grant to up to six Potential Winners. The IPA Grant has an ARV of \$10,000 USD.
- **Dual Grant** – Ingenuity will award the Dual Grant to up to six Potential Winners. The Dual Grant has an ARV of \$25,000 USD.

If the actual value of the Grants is less than the stated ARV, the difference will not be awarded.



REFERRAL AWARD

If a given verified winner was referred by another entrant in the *How did you hear about the program?* section of the Website as per Sponsors' records ("Referring Party"), then the Referring Party will receive a \$50 USD Amazon Gift Card. The Referral Award winner will be notified by May 1, 2013 at 8:00PM US Pacific Time. Receipt of Referral Award is contingent upon Referring Party's eligibility and full compliance with these Official Rules. If Referring Party is not eligible, cannot be contacted, does not make direct contact with the Sponsors by the date specified in the notification email, fails to accept the Referral Award, refuses the Referral Award, or the prize notification is returned as undeliverable, such potential Referral Award winner forfeits all rights to win Referral Award and Referral Award will NOT be awarded. Referral Award will also NOT be awarded if Sponsors' records do not reflect that entrant was referred by one of the verified winners. Conversely, if Sponsors' records indicate more than one person acted as Referring Party, then only the first person to refer the verified winner (as per Sponsors' records) will receive the Referral Award.

SELECTION CRITERIA AND ODDS OF WINNING

Proposals will be reviewed by a distinguished panel of renowned scientists and industry thought leaders (the "Panel"). This Panel includes:

- Doug Bassett, Chief Scientific Officer and Chief Technology Officer, Ingenuity Systems
- Nathaniel Pearson, Principal Genome Scientist, Ingenuity Systems
- Jean-Noel Billaud, Staff Scientist, Ingenuity Systems
- Daniel MacArthur, Group Leader, Analytic and Translational Genetics Unit, Massachusetts General Hospital
- Robert Peitzsch, Chief Scientific Officer, DKP Genomics (<http://www.dkpgenomics.com>)

The Panel will review, score, and identify the winning grants from the Proposals. The following criteria will be considered in the selection of the winners:

- Overall Scientific Relevance
- Tractability – Ability to Yield Results
- Originality of the Proposal
- Need for Ingenuity Products

Eligible Entrants selected as the winner of the Grants (each a "Potential Winner") will be announced at the AACR Annual Conference in Washington, DC (April 6 – 10, 2013). Potential Winners do not need to attend the AACR conference. The odds of winning any Grant will depend on the total number of eligible entries and the quality, originality and substance of one's Proposal as determined, in its sole discretion, by the Panel or its designees.



HOW TO CLAIM YOUR GRANT

If you are selected as a Potential Winner of the Contest, you will be notified via telephone and/or via e-mail within ten (10) business days of the close of the Submission Period (the “Grant Notification”). To claim the Grant, you must reply to Ingenuity within the time period indicated in your notification or Ingenuity may select an alternative potential winner. Before awarding a Grant, Ingenuity may require you to furnish proof of identification and other proof of eligibility under these Official Rules and to execute and return an Affidavit of Eligibility, Publicity Release, and a tax acknowledgment form. You must execute and return all documents within ten (10) business days from the date it is sent to you or your Grant may (in Ingenuity’s sole discretion) be forfeited. If you are found to be ineligible or not in compliance with these Official Rules, decline to accept a grant, Ingenuity is unable to contact you, or in the event that the Grant or Grant Notification is returned undeliverable, you will forfeit the Grant, and Ingenuity may, in its sole discretion, select an alternate winner . Allow 8-12 weeks for delivery of your prize. The right to receive a grant is non-assignable, non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Ingenuity who reserves the right to substitute prize of equal or greater value in case of unavailability of prize or force majeure. Federal, state and local taxes, if any, are your sole responsibility.

PUBLICATION OF RESULTS

By accepting a Grant, you agree to allow Ingenuity and/or Ingenuity’s designee the perpetual right to use your name, biographical information, photos and/or likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media known or hereafter discovered including live television, world wide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law. You also agree that Ingenuity and/or Ingenuity’s designee may highlight your winning Proposal in the Ingenuity blog. In the event Ingenuity requests you present the substance and results of your Proposal in a live web seminar or similar format (a “Presentation”), you agree to reasonably negotiate in good faith with Ingenuity the terms and conditions of the Presentation.

OWNERSHIP OF PROPOSALS

By participating in the Contest, you warrant and represent that your Proposal(s) (and each component thereof): (i) are original to you and that you have all necessary rights (including, without limitation, consent of the photographer) in and to the Proposal(s) to enter the Contest; and (ii) will not give rise to any claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party, or give rise to any claims for payment whatsoever.

By entering the Contest and submitting a Proposal, you: (i) grant to the Ingenuity, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use your Proposal, in whole or in part, for advertising or promoting the Contest or for any other reason; (ii) waive all moral rights in and to your Proposal in favor of the Ingenuity to the fullest extent permitted by law;



and (iii) agree to release and hold harmless the Releasees (defined below) from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action that relate in any way to the Proposal.

GENERAL

NO WARRANTIES AND LIMITATION OF LIABILITY

Ingenuity makes no warranty, representation, or guarantee, express or implied, in fact or in law, with respect to any grant, prize or a prize equivalent, including, without limitation, to such prize's quality or fitness for a particular purpose. Ingenuity and the Released Parties are not responsible for illegible, lost, late, incomplete, misdirected, or undeliverable e-mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt or jumbled transmissions, service provider/Internet/web site/use net accessibility, availability, or traffic congestion, or any technical, typographical, or other error, or unauthorized human intervention, or the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information. Ingenuity and the Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, or technical error. If, for any reason, a Proposal is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as a Proposal into a particular Contest, your sole remedy is to submit another Proposal into a different Contest. If, for technical reasons, any particular Contest is not capable of running as planned, Ingenuity reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest and to credit participants of any cancelled Contest with one (1) Proposal in a different contest of Ingenuity.

CONSENT, RELEASE AND INDEMNIFICATION

To the full extent allowed by law, You release, discharge, indemnify and hold harmless Ingenuity and its respective affiliates, shareholders, members, directors, officers, employees, agents, representatives and independent contractors ("Releasees") from any and all liability whatsoever in connection with this Contest or prize, including without limitation for any legal claims, costs, expenses, fees, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss of or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light.

SPONSOR

This Contest is sponsored by Ingenuity Systems, Inc., 1700 Seaport Boulevard, Third Floor, Redwood City, CA 94063.



RESTRICTIONS AND LAWS

Contest is void where prohibited and subject to all applicable federal, state, and local laws and regulations. Ingenuity reserve the right to cancel, terminate, modify or suspend the Contest if for any reason the Contest is not capable of running as planned at their discretion. Ingenuity also reserves the right to disqualify any participant or Potential Winner for not following the requirements of these Official Rules, for misrepresenting his/her identify, or where a participant tampered with the Contest, Ingenuity's website or systems, the entry process, or acted improperly. Issues concerning construction, validity, interpretation and enforceability of these Official Rules shall be governed by and construed in accordance with the law of the State of California without reference to its choice-of-law doctrines, except those that would result in the applications of the laws of a State other than California. All disputes arising out of or connected with the Contest will be resolved individually, and without resort to class action, exclusively by the Courts in California.

PRIVACY

By entering the Contest, you are agreeing to receive further information from Ingenuity in accordance with Ingenuity's privacy policies, which can be found here – [Ingenuity Systems privacy policy](#).

MISCELLANEOUS

These Official Rules are subject to and incorporated by reference within Ingenuity's Terms of Service. If there is any conflict between the Terms of Service and these Official Rules, the Official Rules take precedence but only in relation to the Contest. In the event of any conflict with any details contained in these Official Rules and details contained on the Website, the details set forth in these Official Rules shall prevail. Ingenuity reserves the right, to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Website or any Contest or to be acting in violation of these Official Rules. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF ANY CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, INGENUITY RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW. .**

WINNER'S LIST

For names of Winners, submit a request in writing to: Ingenuity Systems 1700 Seaport Boulevard, Third Floor, Redwood City, CA 94063, Attention: Marketing