



Tolka Phage Hunting Contest

Rules

Contest Rules V1.0

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

1. **Eligibility**

Tolka Phage Hunting Contest (the "Contest") is open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of tolka.ai Inc and other companies associated with the promotion of the Contest, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Contest is subject to federal, state, and local laws and regulations.

2. **Sponsor**

The Contest is sponsored by tolka.ai Inc, located at 1951 NW 7th ave, suite 300, Miami, Florida 33136.

3. **Agreement to Official Rules**

Participation in the Contest constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules



and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

4. **Contest Period**

The Contest begins on November 08, 2024 at 10am EST and ends on December 31, 2024 at 23:59 EST (the "Contest Period"). Entries that are submitted before or after the Contest Period will be disqualified. Submissions will be accepted for the duration of the Contest using any of the following methods:

5. **How to Enter**

1. Register at <http://tolka.ai/contest>
2. Pick up your designated sample tubes at 1951 NW 7th ave, suite 300
3. Collect soil samples according to the instructions given
4. Submit the soil samples by dropping them off at the designated time at 1951 NW 7th Ave, suite 300

All entries become the property of Sponsor and will not be acknowledged or returned.

6. **Prizes**

During the contest, the sponsor will continuously evaluate which soil samples have yielded eligible phages. An eligible phage is defined as a phage that infects a strain of *Mycobacterium abscessus*, is lytic as proven by genomic analysis, and has no relatives in the existing Tolka AI Therapeutics phage library closer than 99% in sequence similarity.

The Sponsor will attempt to notify the potential winner via telephone or email upon determining that an eligible phage has been isolated. If the potential winner cannot be contacted within five (5) days after the date of the first attempt to contact him/her, the Sponsor may void the winners prize.

7. **Winner Notification**



The potential winners will be notified by email, mail or phone. Each potential Grand and First Prize winner (parent/legal guardian if a minor in his/her state of residence) will be required to complete, electronically sign and submit a Declaration of Compliance within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted, or fails to submit the Declaration of Compliance within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits prize. If the potential winner is at least 18 but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to award the prize in the name of his/her parent or legal guardian, who will be required to sign the Declaration of Compliance on the potential winners behalf and fulfill any other requirements imposed on winner set forth herein. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, the prize for that phase will remain un-awarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Contest.

8. **Prizes**

1. \$100 Amazon gift card for every eligible phage discovered.
2. Tolka AI Therapeutics Phage T-shirt for the first ten entrants to submit an eligible phage.

9. **General Conditions**

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Contest and, in the



event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

10. **Release and Limitations of Liability**

By participating in the Contest, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the Released Parties) from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winner, the cancellation or postponement of the event and/or the flyover, if applicable, or in any Contest-related materials; or (e) injury, death, losses or damages of any kind, to persons or property which may be



caused, directly or indirectly, in whole or in part, from entrants participation in the Contest or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Contest, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

11. **Disputes**

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Delaware. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Delaware, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Delaware.

12. **Privacy**

Information collected from entrants is subject to sponsor's privacy policy

13. **Intellectual Property**

The Entrant acknowledges that upon submission as part of the Contest, tolka.ai Inc. shall own and have exclusive rights to the soil samples provided by the Entrant, as well as any derivative phages.



Tolka.ai Inc. shall have the exclusive right to any derivative inventions, patents, or other intellectual property arising from or related to the soil samples submitted by the Entrant as part of the Contest. This includes, but is not limited to, any developments, discoveries, or innovations that are directly or indirectly derived from the soil samples.