

Terms and Conditions for ‘My Rare Life’ Campaign 2022

Effective Date: 01 February 2022

These Terms and Conditions (“**Terms**”) govern your participation in the so called “**My Rare Life Campaign**” (the “**Campaign**”), a social and digital patient-powered campaign launched throughout Social Media channels (e.g., Facebook, Instagram, Twitter) across Europe, the Middle East and Africa (EMEA), open to the general public particularly to patients living with a rare disease and families and friends of those living with a rare disease who have helped them to stay strong during their rare disease journey. This Campaign has been funded and organised by BioMarin International Ltd. (“**BioMarin**,” “we,” “us,” or “our”), focusing on *solidarity* – a value that can be defined as awareness of the needs of others and the desire to contribute and collaborate for their goals, interests, and sympathies. Within the Campaign, we are looking to celebrate each other’s strength and support.

Please review these Terms carefully before joining the Campaign. You agree to be bound by and comply with these Terms by using the hashtag #MyRareLife on your personal Social Media channels interactions. We may change these Terms or modify any features of the Campaign at any time. You accept any changes to the Terms by continuing with your participation after we share the changes.

You understand that your participation to the Campaign is voluntary.

ORGANISING COMPANY

BioMarin is a global biopharmaceutical company that develops innovative therapies for patients with serious and life-threatening rare genetic diseases. BioMarin, as a pharmaceutical company, must comply with all applicable codes, laws and regulations to which they are subject.

BioMarin has created the “My Rare Life Campaign” to create awareness around rare diseases by encouraging Social Media users to share content on their personal channels using the hashtag #MyRareLife (the “**Content**”) to mark the Rare Disease Day on 28 February 2022.

OBJECT

A live social feed page (“**Feed**”) has been set up on which Content using the hashtag #MyRareLife will be manually pulled through by the Agency to be publicised. A supporting Facebook page has also been set up for the Campaign, which will be used to encourage participants to generate Content by using the hashtag #MyRareLife.

The Content should follow the Campaign’s theme *solidarity* and relate to people affected by or at risk of developing a rare disease, and about the people who has supported them throughout their rare disease journey. . We aim to be a strong and united voice that will increase public awareness of rare diseases.

This Campaign does not constitute an inducement to prescribe, supply, administer, recommend, buy or sell any medicine.

FINANCING OF THE CAMPAIGN

BioMarin will finance the Campaign managed by the Agency, PORTLAND PR LIMITED (hereinafter, the “Agency”), Portland PR LTD - Bankside 2 90-100 Southwark Street London SE1 0SW. BioMarin will bear the fees of the Agency that will provide services under this Terms within the framework of the Campaign.

As part of the Campaign, a few Campaign ambassadors have been asked to film content to provide examples and encourage others to get involved. They have been reimbursed for their time by BioMarin and provided with technical support from the Agency while capturing their story.

CONTENT SELECTION AND FURTHER USE

Independently from BioMarin, the Agency will select the Content to be used for the Campaign. We cannot guarantee all Content marked by the hashtag #MyRareLife will be used on the Feed.

PARTICIPANT CONTENT AND COMMUNICATIONS

You remain fully responsible for the Content that you create, including, without limitation, personal information and sensitive data, written content and stories, visual content including photographs and videos or audio notes. You agree not to create Content that:

- Infringes on the copyright, trademark, patent, or other intellectual property right of any third party
- Is false, misleading, libellous, defamatory, obscene, abusive, hateful, or sexually-explicit;
- Violates a third party's right to privacy or publicity;
- Degrades others on the basis of gender, race, class, ethnicity, national origin, religion, sexual preference, disability, or other classification;
- Contains epithets or other language or material intended to intimidate or to incite violence;
- Contains a virus, worm, Trojan Horse, time bomb, or any other harmful program or component;
- Contains any commercial material or solicits any funds (charitable or commercial), perpetuates chain letters or pyramid schemes, promotes commercial entities, or otherwise engages in commercial activity; or
- Violates any applicable local, state, national, or international law, or advocates illegal activity.

The Agency and its designees have the right, in their sole discretion, to monitor, review, edit, remove, delete, disable, or refuse your Content from the Social Feed page, without prior notice and in our sole discretion, for any or no reason.

PRIVACY

For more information on how BioMarin processes your personal information, and your rights regarding your personal information, please see our Privacy Notice.

INTELLECTUAL PROPERTY AND RELEASE

You may only create Content that is original and that you have the right to post. You can't post someone else's private or confidential information without permission or do anything that violates someone else's rights, including intellectual property rights (e.g., copyright infringement, trademark infringement, counterfeit, or pirated goods). You may use someone else's works under exceptions or limitations to copyright and related rights under applicable law. You represent that you have obtained all necessary permissions, including the right to use an individual's likeness in our advertising and marketing activities, from any individuals identified in or implicated by your Content, and, in the case of minors, also from their parents or legal guardians, as appropriate.

Nothing is changing about your rights in your Content. BioMarin does not claim ownership of the Content that you create and post on or through personal Social Media channels and you are free to share your Content with anyone else, wherever you want. However, when you share, post, or upload Content that is covered by intellectual property rights (like photos or videos) on or in connection with the Campaign, you hereby grant to BioMarin a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your Content (consistent with your privacy and application settings). You agree that any Content may be used by BioMarin for internal use by BioMarin or with an external audience, e.g., for posting to BioMarin's social media channels. This license will end when the Content marked with the hashtag #MyRareLife, or when the hashtag #MyRareLife is removed from the post is deleted from Social Media channels.

We are not obligated to publish or use your Content. BioMarin is not in any manner endorsing the Content and cannot, and will not, vouch for its reliability.

FRAUDULENT, IRREGULAR OR MALICIOUS ACTION

In the event that the Agency or any other entity that is professionally linked to this Campaign, detect any anomaly or suspect that any participant is impeding the normal development of the Campaign, damaging the purposes of the Campaign, or carrying out any fraudulent acts that undermine its development, Agency reserves the right to withdraw the participant or participants involved, all without prejudice to any other legal measures it deems appropriate to undertake. In this regard, Agency has enabled the necessary technological support to detect any fraudulent, irregular or malicious action that is intended to alter the normal operation of this Campaign.

TERM AND TERMINATION

These Terms will continue to apply to you until terminated by either you or BioMarin. However, you acknowledge and agree that the perpetual license granted by you in relation to the Content is irrevocable and will therefore continue after expiry or

termination of these Terms for any reason. BioMarin may terminate the Terms at any time, including in the event of your actual or suspected unauthorised use of the Campaign and Content, non-compliance with the Terms. You may terminate the Terms at any time, by deleting the Content marked with the hashtag #MyRare Life from your Social Media channels, or by deleting the hashtag #MyRareLife itself. This section will be enforced to the extent permissible by applicable law.

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YOUR USE OF THE SERVICES PROVIDED BY ANY SOCIAL MEDIA PLATFORMS IS AT YOUR OWN RISK. WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE OPERATION OF THEIR SERVICES OR THE INFORMATION, MATERIALS, GOODS, OR SERVICES APPEARING OR OFFERED ON THEIR SERVICES, ALL OF WHICH ARE PROVIDED "AS IS."

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WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, (1) THAT THE SERVICES PROVIDED BY ANY SOCIAL MEDIA PLATFORMS IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS THAT MAY INFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY BECAUSE OF YOUR ACCESS TO, USE OF, OR BROWSING ON THE SERVICES OR YOUR DOWNLOADING OF ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO, OR AUDIO FROM THE SERVICES; OR (2) THAT THE SERVICE, WEBSITE CONTENT, FUNCTIONS, OR MATERIALS CONTAINED THEREIN WILL BE TIMELY, SECURE, ACCURATE, COMPLETE, UP-TO-DATE, OR UNINTERRUPTED. BIOMARIN DOES NOT NECESSARILY ENDORSE, SUPPORT, SANCTION, ENCOURAGE, OR AGREE WITH ANY WEBSITE CONTENT OR ANY SUBMITTED MATERIALS, AND WE EXPRESSLY DISCLAIM ANY AND ALL LIABILITY IN CONNECTION WITH USER CONTENT, INCLUDING LINKS TO OR CONTENT CONTAINED ON THIRD-PARTY WEB SITES.

IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL BIOMARIN, ITS AFFILIATES, OR ANY PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE CAMPAIGN BE LIABLE FOR DAMAGES OR LOSSES, INCLUDING, BUT NOT LIMITED TO, DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES AND LOST PROFITS, ARISING OUT OF YOUR ACCESS, USE, MISUSE, OR INABILITY TO USE THE SERVICES PROVIDED BY ANY SOCIAL MEDIA PLATFORMS, WEBSITE CONTENT, CONTENT, OR ANY LINKED SITES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF BIOMARIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE. BIOMARIN WILL NOT BE A PARTY TO, AND WILL HAVE NO RESPONSIBILITY OR LIABILITY FOR, ANY TRANSACTION NEGOTIATED OR ARRANGED BY A USER ARISING IN CONNECTION WITH THE SERVICES. IN THE EVENT THAT YOU HAVE A DISPUTE WITH ANOTHER USER RELATED TO, ARISING FROM, OR IN ANY WAY CONNECTED WITH USE OF THE SERVICES, YOU RELEASE BIOMARIN FROM ANY CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH A DISPUTE. BIOMARIN HAS NO OBLIGATION TO BECOME INVOLVED IN ANY DISPUTE BETWEEN A USER AND ANY OTHER PERSON.

THESE LIMITATIONS APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF BIOMARIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, BIOMARIN'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. WITHOUT LIMITING THE

GENERALITY OF THE FOREGOING, BIOMARIN DISCLAIMS ALL LIABILITY OF ANY KIND ARISING FROM THE UNAUTHORIZED ACCESS TO OR USE OF YOUR INFORMATION.

IF YOU ARE DISSATISFIED WITH THE ANY SOCIAL MEDIA PLATFORMS SERVICES, YOUR SOLE REMEDY IS TO STOP USING THE SERVICES.

INDEMNIFICATION

You agree to defend, indemnify, and hold harmless BioMarin and its affiliates, subsidiaries, parent companies, successors, officers, directors, employees, contractors, services providers, and agents from and against any and all demands, claims, damages, liabilities, judgments, losses, costs, expenses, and harms, including, but not limited to, reasonable attorneys' fees, arising in connection with your use of the services provided by ANY SOCIAL MEDIA PLATFORMS (including, without limitation, related to your Content), online conduct, any violation of these Terms, or dealings or transactions with other persons resulting from use of their services.

APPLICABLE LAW; JURISDICTION

These Terms are governed by, and must be construed in accordance with, the laws of Ireland, as applicable, without giving effect to their principles of conflicts of law. By joining the Campaign, you waive any claims that may arise under the laws of other countries or territories. In case of controversy in the application or interpretation of these Terms and in the absence of a friendly agreement, all litigation will be subject to the Courts of Ireland.

MISCELLANEOUS

These Terms constitute the entire agreement between BioMarin and you, superseding any prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us. In the event any provision of these Terms is held unenforceable, it will not affect the validity or enforceability of the remaining provisions and will be replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provision. You agree that no joint venture, partnership, employment, or agency relationship exists between you and BioMarin as a result of these Terms or your participation in the Campaign.

Our failure to enforce any provisions of these Terms or respond to a violation by any party does not waive our right to subsequently enforce any terms or conditions of the Terms or respond to any violations. Nothing contained in these Terms is in derogation of our right to comply with governmental, court, and law enforcement requests or requirements relating to your participation in the Campaign or information provided to or gathered by us with this respect.