OFFICIAL CONTEST RULES

AMERICAN COLLEGE OF PHYSICIANS INNOVATION CHALLENGE 2018: RE-IMAGINING THE PRACTICE OF INTERNAL MEDICINE
Sponsored by the American College of Physicians (“ACP”)

These are the Official Contest Rules (“Rules”) for the American College of Physicians Innovation Challenge 2018: Re-imagining the Practice of Internal Medicine (“Challenge”). By making a Submission to the Challenge, Entrant agrees to be bound by these Rules and the decisions of ACP, its representatives, and Challenge judges. In the event of a conflict, ACP makes the final decision. ACP reserves the right to update these Rules at any time.

Eligibility
A Challenge Entrant may be an individual or a team. Participation in the Challenge is limited to licensed physicians, residents, and medical students. Entrants cannot be employed by ACP (“Sponsor”). Individuals or teams are permitted to make multiple Submissions provided each Submission is directed to a distinct idea or proposal.

Entering the Challenge
a. An Eligible participant (“Entrant”) may enter the Challenge by providing a Submission during the period beginning at October 1, 2017 and ending at December 8, 2017.

b. Submissions are to be made to ACP.

c. A Submission may not be considered if it is incomplete. A complete Submission includes, for example, providing a complete and signed Entrant Declaration, participating in interviews as part of the selection process outlined below, and producing materials, such as videos and presentation slides. The Sponsor reserves the right to make the final determination whether an Entrant has provided a complete Submission and whether the Submission was made during the period specified above.

d. Each Submission must focus on the Challenge topic, “Re-imagining the Practice of Internal Medicine.”

e. The fundamental idea proposed in the initial Submission cannot change during the Challenge.

f. It is understood that any participant entering the Challenge agrees to use any prize money awarded, either Grand Prize or Audience Choice prize, as explained hereinafter, toward future implementation of the concept embodied in the Submission. Each winner shall be responsible for notifying ACP in writing, within one year of the award of the prize, how the prized money was spent or will be spent in implementation of the concept in the Submission.

Challenge Judging
Stage 1 - Initial review of submissions and selection of Finalists
Each Submission will be reviewed and evaluated by judges who are selected by the Sponsor. Submissions will be judged based on criteria such as originality, creativity, innovativeness, potential benefit, scalability, and fundability. The top 8-10 Submissions may be interviewed remotely (e.g., via Skype). During this process, Entrant may be expected to deliver a short presentation (no more than 20 minutes) and to answer questions. The final decision is at the sole discretion of the Sponsor.
The Sponsor will select four Entrants (“Finalists”) to present and be judged at the Sponsor’s Annual Meeting. The Sponsor will notify the Finalists by email. If a Finalist declines to participate, the Entrant will be considered to have withdrawn from the challenge and another Entrant will be chosen to take their place as a Finalist. Accordingly, extra alternate Finalists may also be selected and may be substituted if an originally selected Finalist is disqualified or otherwise determined to be ineligible.

Stage 2 - Finalist presentations and selection of Winners at the 2018 ACP Annual Meeting in New Orleans, LA (“Annual Meeting”)

Selection of Grand Prize Winner
Finalists will be required to submit a video no longer than 60 seconds to be shown during the Sponsor’s Opening Ceremony. The goal of the video is to preview the Submission and the Finalist’s presentation at the live session.

Finalists will be required to present their Submission to a panel of 3 or more ACP physician judges in front of a live audience at the ACP Innovation Challenge 2018: Re-imagining the Practice of Internal Medicine session at the Annual Meeting. Only one individual member of a team may present the team’s Submission.

Each Finalist will produce a presentation (e.g., PowerPoint) consisting of no more than one title slide and four additional visual slides (i.e., five slides total). Finalist presentations will be limited to eight minutes, after which there may be comments and questions from the judges. The goal of the talk is to convey the most salient and exciting parts of the Submission. The panel of ACP physician judges will select the Finalist to be designated as the Grand Prize Winner. The final decision is at the sole discretion of the ACP judges.

Selection of Audience Choice Prize Winner
Following selection of the Grand Prize winner by ACP judges, the audience in attendance at the session will vote to award the Audience Choice Prize to one of the three remaining Finalists as the Audience Choice winner.

Prizes
The following prizes will be awarded at the conclusion of the Challenge:
- Grand Prize: $20,000
- Audience Choice Prize: $5,000

The Sponsor will have no further obligation to any Entrant, Finalist or Winner after the award of the Prizes mentioned above. Each Entrant, Finalist or Winner assumes all liabilities associated with entering this contest and the receipt of any prize.

WINNERS ARE RESPONSIBLE FOR REPORTING AND PAYING ANY INCOME TAXES OR OTHER TAXES THAT MAY APPLY TO ACCEPTING THE ABOVE-DESCRIBED PRIZES. THE SPONSOR IS NOT RESPONSIBLE FOR ANY SUCH TAXES.

Winners are also responsible for keeping accurate writing records on how the prize money was spent in implementing the concept in the Submission. ACP, on reasonable notice to any Winner, shall have the right to inspect, during normal business hours and at ACP’s sole expense, such written records to verify the expenditures made in implementing the concept in the Submission. In the event that the Sponsor discovers that any statements made in connection with the Submission and participation in the Challenge are false and/or misleading, then, in addition to any other remedies that may be asserted by the Sponsor,
any prize shall be forfeited. Likewise, at the time of the judging, extra alternate finalists/winners may be selected. Such alternate winners may receive a prize if the originally selected winner is disqualified or otherwise determined to be ineligible.

ENTRANT REPRESENTATIONS AND WARRANTIES
By making a Submission to the Challenge, Entrant represents and warrants that all information Entrant submits is true, accurate and complete to the best of Entrant’s knowledge, that Entrant has the right and authority to make the Submission on Entrant’s own behalf or on behalf of the entity that Entrant specifies as the owner of the idea or concept that is encompassed by the Submission. Entrant further represents and warrants that all necessary consents have been obtained, that all necessary attributions with respect to all intellectual property or creative content that is included in Entrant’s Submission have been provided, and that Entrant’s Submission: (a) embodies an original work or idea; (b) does not contain confidential information or trade secrets; (c) does not violate or infringe upon the patent rights, industrial design rights, copyrights, trademarks, rights of privacy, publicity or other rights of any person or entity; (d) does not and will not violate any applicable law, statute, ordinance, rule or regulation; and (e) does not trigger any reporting or royalty obligation to any third party.

CONFIDENTIALITY
Sponsor will not receive or hold any submitted materials “in confidence” and accordingly it is agreed that, with respect to Entrant’s Submission, no confidential relationship or obligation of secrecy is established between Entrant, Sponsor, or anyone with an ownership interest in Entrant’s Submission.

INTELLECTUAL PROPERTY RIGHTS
Sponsor does not make any claim to ownership of Entrant’s Submission or any intellectual property that it may contain. Entrant is not granting Sponsor any rights to any patents or pending patent applications related to the technology and/or innovations described in Entrant’s Submission. By making a Submission, Entrant grants Sponsor only certain limited rights as set forth in these Rules.

Entrant grants to Sponsor the right to review Entrant’s Submission and to designate representatives and judges that will review Entrant’s Submission. Entrant also grants Sponsor the right to post or publish a reasonable amount of information identifying Entrant and/or describing Entrant’s Submission, including any statements, videos, or images that Entrant submits in connection with the Challenge, in advertising or promotional materials in any media form, including Sponsor’s website and social media accounts. Entrant represents and warrants that Entrant has the right to publicly post all content, audiovisual works, and other materials submitted in connection with the Challenge and to grant Sponsor the rights set forth herein.

Entrant acknowledges that Sponsor may already be investigating or developing solutions, ideas, or concepts that are related or similar to those that Entrant discloses in Entrant’s Submission. Sponsor is not and shall not be restricted in any way from pursuing, developing, or commercializing, in any way that Sponsor sees fit, independent of Entrant and at Sponsor’s sole discretion, any technology that is created independent of Entrant’s Submission.

PUBLICITY RIGHTS
By participating in the Challenge, in addition to any other rights granted herein or which may be granted in another agreement with Sponsor, Entrant hereby 1) grants to Sponsor the right to use Entrant’s name, likeness, image and biographical information in any and all media for any purpose including, without limitation, advertising and promotional purposes relating to the Challenge without compensation, and 2)
releases Sponsor from any liability with respect thereto. Entrant acknowledges Entrant’s privacy rights will be limited in the Challenge. Entrant agrees Entrant’s consent is perpetual and irrevocable.

RELEASES AND DISCLAIMERS
Entrants are responsible for checking applicable laws and regulations in relevant jurisdictions before participating in the Challenge to make sure that Entrant’s participation is legal. Entrant is responsible for complying with employer policies that may limit Entrant’s participation in the Challenge. The Sponsor disclaims any and all liability or responsibility for disputes arising between Entrant and Entrant’s employer.

By making a Submission, Entrant agrees: (a) to release Sponsor, its affiliates, retailers, sales representatives, distributors, and each of its officers, directors, employees, representatives and agents from any and all liability, loss or damage incurred with respect to Entrant’s participation in the Challenge, (b) to waive all rights to claim, punitive, incidental, consequential, or any other damages; (c) that all issues and question concerning the construction, validity, interpretation and enforceability of these Rules, Entrant’s rights and obligations, or the rights and obligations of Sponsor in connection with the Challenge, shall be governed by, and construed in accordance with, the laws of Pennsylvania, without giving effect to any choice of law or conflict of law rules; and (d) to consent to the jurisdiction and venue of the federal, state and local courts located in Pennsylvania.

Sponsor reserves the right, in its sole discretion, to cancel or suspend this Challenge, to award prizes from among all eligible Submissions received prior conclusion of the Challenge, or to award no prizes should fraud or other causes beyond the control of Sponsor interfere with the Challenge.

The Sponsor, its directors, employees or agents are not responsible for errors, problems or malfunctions relating to or in connection with the Challenge, including without limitation, errors, problems or malfunctions which may occur in connection with the administration of the Challenge, the announcement of the prizes, the processing of entries or in any Challenge related materials; or for transactions that are lost, misdirected, or fail to enter into the processing system for any reason.

INDEMNIFICATION
By participating in the Challenge, Entrant agrees to release, indemnify and hold harmless Sponsor and its affiliates, agents, representatives, officers, directors, shareholders, and employees from and against any injuries, losses, damages, claims, actions and any liability of any kind resulting from or arising out of Entrant’s participation in the Challenge. Entrant warrants that the intellectual property rights of others have not been infringed by Entrant’s participation in the Challenge.

By entering the Challenge, Entrant waives all rights to seek injunctive or equitable relief, or to claim punitive, incidental or consequential damages, or attorneys’ fees.

___________________________________  _______________________________________
Printed Name of Team Member (or Individual)  Signature of Team Member (or Individual)

___________________________________
Date