THE 2018 AMA RESEARCH SYMPOSIUM OFFICIAL CONTEST RULES

Sponsor: American Medical Association (“AMA” or “Sponsor”)
330 N. Wabash, Chicago, IL 60611
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These are the official contest rules (“Rules”) for The 2018 AMA Research Symposium Contest [“Contest”]. By entering, each entrant agrees to be bound by these Rules and agrees to be bound by the decisions of the judges and the Sponsor. In the event of a conflict, decisions of the Sponsor are final.

1. **Contest Timeline:**
   - The Contest Entry Period (when entries will be accepted) begins at 12:01 a.m. Eastern Time on Wednesday, **June 13, 2018** and ends at 11:59 p.m. Central Time on Wednesday, **August 8, 2018**.
   - The Contest Judging Period (the period during which the judges will determine Finalists) begins at 12:01 a.m. Central Time on Thursday, **August 9, 2018** and ends at or around **September 10, 2018**.
   - The Contest Finalists will be announced **the week of September 10, 2018**.
   - The Contest Live Presentation competitions will take place during the AMA Interim Meeting on Friday, **November 9, 2018** at the Gaylord National Harbor Resort and Convention Center, 201 Waterfront Street, Oxon Hill, Maryland 20745. Entrants unwilling or unable to travel to Maryland to be present for the live competition will be disqualified.
   - After the Live Event Competition, the winners will be announced at or around 6:30 p.m. Eastern Time, Friday, **November 9, 2018**.

**NOTE:** Contest dates and rules are subject to change by the Contest Sponsor at its sole discretion (for example, the Challenge Administrator may extend the Contest Entry Period if the number of entries is deemed low). Please see the Contest website (https://www.ama-assn.org/events/ama-research-symposium) for the most current Official Contest Rules.

2. **Prizes:**
   A total of twelve (12) prizes will be awarded as follows:
   For each section (Medical Student section, International Medical Graduate section, and Resident/Fellow section), the top-scored Poster participant, in their respective subject category, shall win a $150 prize.
   For each section, the top-scored Podium participant, in their respective subject category, shall win a $250 prize.

The judges and the Sponsor have no further obligation to any entrant or Winner after the award of the Prizes mentioned above. Each entrant or Winner assumes all liabilities associated with entering this contest and the receipt of any Prize. An entrant or Winner may decline advancement in the contest and decline any Prize prior to its award. Withdrawal from the contest or declining a Prize at any time will nullify an entrant’s designation as a Finalist or Winner of this contest.
3. **Entry Requirements:**
   a. The Contest is open only to (i) individuals who are 18 years old or older at the time of Entry and who have not been convicted of a felony or crime of moral turpitude; and (ii) have not declared or been declared in bankruptcy.
   b. The individual must be a member of the American Medical Association as of Wednesday, August 8, 2018 and (i) an Educational Commission for Foreign Medical Graduates certified international medical graduate student awaiting residency in the U.S.; or (ii) a resident/fellow enrolled in an Accreditation Council for Graduate Medical Education organization; or (iii) enrolled in an American Osteopathic Association-accredited residency program; or (vi) a medical student in a Liaison Committee on Medical Education accredited organization; or (v) in a medical school accredited by the Commission on Osteopathic Colleges.
   c. Any Abstract submitted (“Submitted Entry”) must be either (i) solely the entrant’s original work; or (ii) entrant must be the lead author; and (ii) have authorization by co-authors and owners of the Submitted Entry (See section 15, “entrant’s Representations and Warranties” below). Entrants must list all authors of the Abstract on the Official Entry Form. Multiple Entries from an individual are not allowed.
   d. Sponsor has sole discretion to disqualify an entrant if Sponsor receives a challenge to an entrant’s ability or authority to make a Submitted Entry in compliance with these Rules.
   e. Entrant is prohibited from making changes or alterations to the Submitted Entry once submitted. No substitutions or new versions of a Submitted Entry will be accepted under any circumstances.
   f. All entries must apply to an appropriate Subject Category Description as outlined in Section 1(g). Entrants must choose a title which accurately reflects emphasis and content of the Submitted Entry.
   g. All entries must be completed and submitted by the stated deadlines.
   h. Utilization of content, technology, materials, and other intellectual property not created or owned by entrant or without authorized license is grounds for disqualification and legal action.
   i. All information submitted must be non-confidential. Any Submitted Entry that contains patient Personal Health Information (“PHI”) or Personally Identifiable Information (“PII”) will be disqualified.
   j. Evidence that an entrant is misrepresenting, inducing others to misrepresent support, or engagement with entrant’s project is grounds for disqualification.
   k. The following are not eligible to enter the Contest if, during the Contest, they were or become:
      -employees of the Contest Sponsor (AMA);
      -employees of companies or entities affiliated with AMA;
      -any vendors and employees of companies or entities affiliated with AMA;
      -any Direct Family Members (parent, son, daughter or sibling) of any such employees;
      -Contest judges or their direct family members;
      -Anyone involved in designing, developing, judging, sponsoring or administering the Contest (or their Direct Family Members); or
      -a citizen or resident of
(a) Quebec Canada, or Brazil; or
(b) any jurisdictions where the Contest may be prohibited; or
(c) a resident of any European Union country covered by the General Data Protection Regulation.

4. **How to Enter:**
To enter, go to the registration link on the Contest Website (the “Contest Website”) at ama-assn.org/events/ama-research-symposium. Complete all required fields on the Official Entry Form and include all appropriate supporting material (“Submitted Entry”).

Contest Entry is only available online and each Submitted Entry must be received by the AMA during the Contest Entry Period. Submissions in person, by mail or other means will not be accepted. Each Submitted Entry and all presentations must be in English. Each Submitted Entry must address a Contest topic appropriate for the entrant’s section (described below).

Each Submitted Entry also must include entrant’s contact information and other requested information according to the instructions posted on the Contest Website. All fields marked with an asterisk (*) in the Entry Form are required and must be completed. These requirements shall be collectively referred to as “Entry Requirements”.

Each entrant must submit a completed Entry Form including the following information and documentation:
- a. attach a completed abstract;
- b. indicate the entrant section for the entrant (medical student section, resident/fellow section or international medical graduate section);
- c. indicate the subject category of the abstract entry;
- d. indicate the competition the entrant wants to enter, namely:
  - i. **Poster-only competition**; or
  - ii. **Podium competition with the Poster competition as a back-up**; or

An entrant who indicates he/she wants to be considered only for the Poster competition will only be considered for the Poster Competition.

An entrant who indicates he/she wants to be considered for the Podium competition with the Poster competition as a back-up will be (a) entered only into the Podium competition if his/her entry is one of the top 11 abstracts submitted; or (b) entered into the Poster competition if his/her entry is not one of the top 11 abstracts submitted.

An entrant may not compete in the Podium Competition and the Poster Competition; an entrant may only compete in the Podium Competition or the Poster Competition.

5. **SUBMISSION REQUIREMENTS FOR PODIUM AND POSTER COMPETITIONS:**

**CONTEST IN 2 PHASES.** The Contest will be conducted in 2 Phases for both the Poster and
Podium competitions.

**Phase 1 for both Podium and Poster competitions:** Whether an entrant selects to compete in the Podium or Poster competition, an abstract is required as part of all Submitted Entries in the first phase of both competitions.

**Abstracts:** The abstract must be no longer than 350 words (not including entrant’s name, Abstract title, ancillary entrant information or page numbering) using Times New Roman, size 12 font, double spaced with one (1) inch margins. Abstracts must be submitted without pictures or graphs.

Each abstract must address a Contest topic appropriate for the entrant’s section.

-For **Medical Student section entrants**, the abstract must address one of following topics:
  
  - **Basic Science:** Submissions in this subject category must relate to molecular, pharmacologic, or physiologic mechanisms of disease or treatment. This subject category includes studies that utilize human tissue or animal models to address disease or therapeutic mechanisms, as well as basic studies examining fundamental aspects of molecular and cellular regulation and genetics studies.
  
  - **Clinical Research:** Submissions in this subject category must include studies that determine the safety and effectiveness of medications, devices, diagnostic products and treatment regimens. This includes research that establishes new diagnostic methods or treatment which may be used for prevention, or relieving symptoms of a disease.
  
  - **Public Health/Epidemiology:** Submissions in this subject category must address topics relevant to population health, global health or epidemiology, including, but not limited to, research that results in innovative healthcare delivery, population genetics, genetic epidemiology, or epigenetic.

-For **Resident/Fellow section entrants** or **International Medical Graduate section entrants**, the abstract must address one of following topics:

  - **Clinical Vignettes:** Submissions in this subject category are patient-related cases and scenarios that have educational value for a wider audience. Clinical Vignettes should: a) describe clinical conditions that illustrate unique or important teaching points, b) provide insight into clinical practice, education, or research in either outpatient or hospital settings, c) illustrate important clinical problems commonly encountered by physicians (i.e. diagnostic, therapeutic, management dilemmas,) and d) include a background and discussion of relevant literature.
• **Clinical Medicine**: Submissions in this subject category must be applicable to research of clinical and translational medicine in patients. Studies suitable to this subject category include a broad range of approaches such as any type of observational studies (descriptive, case control, cohort, population based studies, etc.), biomarker and translational studies, diagnostic studies, clinical trials (randomized, quasi-randomized or non-randomized), systematic review with or without meta-analysis. The study endpoints may range from clinical outcomes (relevant to patient care) to in-vivo physiologic assessments (translational research).

• **Improving Health Outcomes**: Submissions in this subject category must address topics relevant to health outcomes in the areas of cardiovascular disease and Endocrinology (especially diabetes and obesity). This includes research that results in innovative healthcare delivery, the value of new or repurposed system or clinical practices, cost effectiveness, quality improvement initiatives, impact epidemiological studies and population genetics or genetic epidemiology.

**Section Committees to Confirm entrants’ section membership**: Each membership section (namely the medical student section, the resident/fellow section and the international medical graduate section) shall form a Committee on Scientific Research of up to ten (10) individuals. The Committees will verify that each entrant meets the section’s applicable membership criteria. All section membership credentialing decisions, including the individuals selected to form a section’s Committee on Scientific Research, are subject to the review and approval of the Sponsor. The Sponsor may reassign an entrant’s section if the Sponsor determines that an entrant’s section designation is inappropriate or unclear. Each Submitted Entry will be reviewed for completeness and appropriateness by their respective section’s Committee on Scientific Research.

**Phase 2 for Podium competition**: Each entrant chosen to compete in Phase 2 of the Podium competition (“Podium Finalist”) will be required to make 5-minute oral presentation of the entrant’s abstract submission in compliance with podium guidelines, described below.

The Podium Presentation must be submitted via e-mail to researchsymposium@ama-assn.org in PowerPoint format at least two (2) weeks prior to the event at 6:30 p.m. Eastern Time on Friday, October 26, 2018. Podium presenters must bring their presentation to the event on a USB flash drive. Podium presentations must be limited to five (5) minutes.

**Phase 2 for Poster competition**: Each entrant chosen to compete in Phase 2 of the Poster competition (“Poster Finalist”) is required to submit a poster for the Live Presentation. The poster size can be no larger than 45 inches x 45 inches for competition judging. Posters larger than these dimensions will receive an automatic ten (10) point deduction and may not be displayed. Entrants will be expected to provide a 2-4 minute verbal overview of the poster Entry to each judge.
Notice to Phase 2 Podium and Poster Finalists

Entrants selected to compete in Phase 2 ("Finalists") will be notified via e-mail to the entrant’s e-mail address as provided on the Official Entry Form during the week of September 10, 2018. The entrant must submit completed paperwork to the Sponsor to confirm each finalist’s eligibility and intention to attend the Phase 2 live competition by 11:59 p.m. Eastern Time on Monday, October 1, 2018. Any entrant not returning the required documentation by the stated deadline will be disqualified and will have their invitation to compete in Phase 2 live competition rescinded. Any Phase 2 entrants needing accommodation(s) for a disability should notify the Sponsor when confirming their attendance at the Phase 2 live competition. Entrants will be disqualified if the notification is returned as undeliverable, if an entrant is determined to be ineligible, or has not complied with these Rules. A different entrant may be selected for any disqualified entrant and will be notified according to the procedures described herein. The deadlines for substitute entrants may be modified by the Sponsor as appropriate.

6. **JUDGING QUALIFIED ENTRIES, FINALISTS AND WINNERS - JUDGING CRITERIA:**

In Phase 1 for both the Podium and the Poster competitions, the abstracts will be scored on the following criteria based on a scale of 1 – 10 (1=poor, 10=exceptional):

i. **Introduction:**
- Author explains relevance of the research/case;
- Objectives and rationale are clear and concise;
- The research is introduced as meaningful, unique or rarely documented.

ii. **Abstract Body:**
- Sufficient background is provided;
- Presentation of pertinent data and was construed in a clear and efficient manner;
- Scientific/clinical procedures are clear and appropriate;
- Experimenter uses a logical scientific method and appropriate methodology.

iii. **Discussion/Conclusion:**
- The conclusion is consistent with the data and/or observations;
- The significance of the research is placed in the proper perspective.

iv. **General Organization of Abstract:**
- Data is presented in a clear and understandable manner;
- Author is coherent and persuasive;
- Subtract five (5) points for any major deviation from the Abstract submission guidelines (i.e. Abstract is significantly over the designated word limit of 350, is formatted correctly, includes gratuitous charts/pictures/etc.

v. **Quality of Overall Abstract:**
- Abstract has clear overall structure, integrity of information, and clarity;
• Grammar and Syntax are correct;
  o Three (3) points deducted for spelling error(s).

A Submitted Entry will be disqualified if it is not selected for Phase 2 competition.

In **Phase 2 of the Poster competition**, the judges will use the following criteria to assess each entrant’s presentation:

(i) Project’s case report design and methods - the project’s clinical vignette must be clearly designed; scientific and clinical procedures must be appropriate and well organized; the experimenter must use a logical scientific method, appropriate methodology/relevant history, physicals, and complementary studies should be included; and the presenter should have a good understanding of the methods used and any case report(s).

(ii) Data - an effort to identify all significant variables affecting the experimental results or case report(s) and those significant variables not manipulated as part of the experiment design have been controlled. The case report must be organized and include a logical algorithm of case presentation; clinical topic should be interesting, novel and relevant to scientific knowledge; data [including case any report] should be presented in a clear and understandable manner with an effort to eliminate bias.

(iii) Discussion and conclusion - the effect of experimental error should be considered when drawing conclusion or discussion should be relevant and pertinent to the case; potential limitations of the study or case report should be addressed; the discussion and conclusion should use relevant sources to compare and contrast the information that exists in literature; the conclusion should be consistent with the data, observations, and case report(s).

(iv) Organization/Visual Presentation - Visuals must be easy to read and logically organized; grammar and syntax must be correct.

(v) Verbal Presentation – author must explain in detail the relevance of any research or case report(s); author must answer questions thoroughly.

(vi) Poster requirements - Poster is 45-in. x 45-in. or smaller and must fit on the poster board. If the poster does not meet this requirement, ten (10) points will be deducted from the score.

In the event of a tie score during any art of the Podium or Poster competitions, Sponsor shall make the final determination of the winner.

7. **Selection of Judges for both the Podium and Poster Competitions:**

**Selection of Phase 1 and Phase 2 Judges.**
At least two (2) on-site Judges will be assigned by the Sponsor to review each Submitted Entry to the Poster and Podium competitions. On-Site Judges will be on volunteers who meet contest credentials, namely: Medical Doctors, Doctors of Osteopath, or PhD. Medical students will not be permitted to judge any entries.

Prize winners will be required to submit completed W-9 forms and completed Affidavits of Eligibility and Liability/Publicity Release forms (See “Releases/Disclaimers” Section 12) as a condition of winning any prize. Failure to submit required documentation is grounds for prize forfeiture.

WINNERS ARE RESPONSIBLE FOR REPORTING PRIZES AND PAYING ANY INCOME TAXES OR OTHER TAXES THAT MAY APPLY. SPONSOR AND ADMINISTRATOR ARE NOT RESPONSIBLE FOR ANY SUCH REPORTING OR TAXES.

8. **General Information:**
Participation is subject to all federal, state and local laws and regulations. Void where prohibited or restricted by law. Entrant is responsible for checking applicable laws and regulations in entrant’s jurisdiction before participating in the Contest to make sure that entrant’s participation is legal. Entry into the Contest does not constitute Entry into any other contest or promotion, including, without limitation, other similar programs or promotions offered by Sponsor. Entrant is responsible for abiding by entrant’s employer’s policies regarding participation in the Contest. In the event of a conflict between these Official Rules and other promotional copy about the Contest, these Official Rules shall govern and control. Sponsor disclaims any and all liability or responsibility for disputes arising between entrant and entrant’s employer related to the Contest.

9. **Intellectual Property Rights:**
Sponsor makes no claim to ownership of entrant’s Submitted Entry or any intellectual property that it may contain. Entrant is not granting Sponsor any rights to any intellectual property rights to anything in entrant’s Submitted Entry. By submitting a Submitted Entry, entrant only grants Sponsor certain limited rights as set forth in these terms.

Entrant grants to Sponsor, Administrator, and Judges the right to review the Submitted Entry. Entrant grants Sponsor the right to post a reasonable amount of information describing his/her Submitted Entry, any videos, diagrams or images that entrants may submit or prepare in connection with the Contest.

Entrant represents and warrants that he/she has the right to publicly post all content, audiovisual works and other materials on the Contest Website and to grant Sponsor such right.

By completing a Submitted Entry, entrant consents to the use by Sponsor, its affiliates, subsidiaries and licensees, of entrant’s name, likeness, and images in connection with the Contest, in any media or format now known or hereafter invented, in any and all locations worldwide, without any payment to or further approval. Entrant agrees his/her consent is perpetual and irrevocable.
Entrant agrees that nothing in these Official Rules grant entrant a right or license to use Sponsor’s name or any of Sponsor’s trademarks or service marks. Entrant grants to Sponsor the right to refer to entrant’s Submitted Entry on the Contest website and in materials related to Sponsor promotion of the Contest. Other than these uses, entrant is not granting Sponsor any rights to entrant’s trademarks. Likewise, nothing in this Contest requires entrant to negotiate or do business with Sponsor. Entrant may discuss his/her Submitted Entry and the ideas or technologies that it contains with other parties. Entrant also may contract with any third parties so long as entrant does not sign any agreement or undertake any obligations that conflict with any agreement between entrant and Sponsor regarding an entrant’s Submitted Entry. Entrant acknowledges that the intent of the Contest is to promote research conducted by AMA members and to promote interest in AMA membership. Entrant’s participation in the Contest does not create an obligation on Sponsor’s part to enter into any further business relationship or to promote entrant’s solution in any way.

10. **No Confidential Information/No Confidential Relationship:**
Sponsor does not wish to receive or hold any submitted materials “in confidence”. No confidential relationship or obligation of secrecy is established between entrant, Sponsor, Administrator or anyone with an ownership interest in any Submitted Entry.

11. **Internet:**
Sponsor is not responsible for incorrect or inaccurate Entry information whether caused by Internet users, by any equipment or programing associated with or utilized in the Contest, or by any technical or human error which may occur in the processing the entries in the Contest. The Contest is intended only for play in the United States and shall only be construed and evaluated according to United States law. Entrant should not enter this Contest if entrant is not a resident of the United States. **Void where prohibited.**

Sponsor reserves the right, in its sole discretion to cancel or suspend this Contest, randomly award the prizes from among all eligible Entries received prior to action taken by Sponsor, or award no prizes should fraud, virus, bugs or other causes beyond the control of Sponsor corrupt the administration, security or proper play of the game. Sponsor is not responsible for computer system, phone line, hardware, software or program malfunctions, or other errors, failures or delays in computer transmissions or network connections either human or technical in nature.

Should multiple users with the same e-mail account enter the Contest and a dispute arises regarding the identity of entrant, the authorized subscriber of said e-mail account at the time of Entry will be considered the entrant. “Authorized account subscriber” is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider or other organization which is responsible for assignment e-mail address or the domain associated with the submitted e-mail address. Please see Sponsor’s website’s privacy policy for details of Sponsor’s policy regarding the personal information collected in connection with this game. Any potential winner may be requested to provide Sponsor with proof that the authorized account holder of the e-mail address associated with the winning Entry. All entrants must have a
valid e-mail address. Sponsor reserves the right at its sole discretion to disqualify any individual (and his or her Contest Entry) who is found to have tampered with the Entry process. Automated entries are prohibited, and any use of automated devices will cause disqualification.

12. **Releases/Disclaimers:**

Entrants agree to be bound by these Official Rules and Sponsor’s decisions. As a condition of entering, entrant(s) agree: (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 the awarding, receipt, possession, and/or use or misuse of any prize, (b) entrants waive all rights to claim, punitive, incidental, consequential, or any other damages; (c) all causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action; (d) any claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys’ fees and court costs; (e) all issues and questions concerning the construction, validity, interpretation and enforceability of the Official Rules, entrant’s rights and obligations, or the rights and obligations of Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of State of Illinois, without giving effect to any choice of law or conflict of law rules; and (f) entrants consent to the jurisdiction and venue of the federal, state and local courts located in Cook County, Illinois.

The winners of the Contest will be required to sign and return to Sponsor an Affidavit of Eligibility and Liability/Publicity Release Form before receiving their prize. Refusal or failure to sign and return the Affidavit of Eligibility and Liability/Publicity Release Form within fourteen (14) days from first attempted notification will result in forfeiture of the prize. Except where prohibited by law, acceptance of the prize constitutes winner’s consent to use his/her name, likeness, and biographical data for Sponsor’s promotional purposes without additional compensation.

Extra alternate finalists/winners may be selected at the time of judging. Such alternate winners may receive a prize if the originally selected winner is disqualified or otherwise determined to be ineligible. If any correspondence of the Contest or any prize is returned as undeliverable, the corresponding prize will be forfeited and will be awarded to an alternate winner. Should a winner make any false statement(s) in any document referenced above, the winner will be required to promptly return to Sponsor his/her prize. Any unclaimed prizes will be awarded as Sponsor deems appropriate. In the event there is a dispute of an entrant’s identity, the prize will be awarded as Sponsor deems appropriate.

The Sponsor, its directors, employees or agents are not responsible for errors, problems or malfunctions relating to or in connection with the Contest, including without limitation, errors, problems or malfunctions which may occur in connection with the administration of the Contest, the announcement of the prizes, the processing of entries or in any Contest related materials; or for transactions that are lost, misdirected, or fail to enter into the processing system for any reason; or are processed, reported, or transmitted late or incorrectly; or are lost for any reason, including computer, telephonic, paper-transfer, human error, electronic, computer, telephonic malfunction, damage, error, omission, interruption, defect, delay in operation or transmission, or any combination thereof. Any and all warranties and/or guarantees on a prize (if any) are subject to the respective manufacturers’ terms, and the Winner(s) agrees to look solely to such
manufacturer(s) for any such warranty and/or guarantee. All trademarks are the property of their respective owners.

13. **Publicity Rights/Limited Privacy:**
By participating in the Contest, in addition to any other grants awarded herein or which may be awarded in another agreement with Sponsor, entrant hereby irrevocably (a) 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 Contest; and (b) releases Sponsor from any liability with respect thereto. Entrant acknowledges entrant’s privacy rights will be limited in the Contest.

14. **LEGAL WARNING:**
ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY INTERFERE WITH THE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. WITHOUT LIMITING THE FOREGOING, ENTRANTS FURTHER AGREE THAT THE SPONSOR, ITS AFFILIATES, AND ITS RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS, SHALL NOT BE LIABLE FOR ANY DAMAGES, LOSSES, COSTS OR EXPENSES, OF ANY KIND, ARISING FROM OR RELATED TO CIRCUMSTANCES BEYOND THE CONTROL OF SPONSOR AND/OR THEIR AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, ACTS OF GOVERNMENT, ACTS OF TERROR, ACTS OF WAR, CIVIL UNREST, LABOR SHORTAGES AND/OR STRIKES, EVEN IF ANY ONE OR MORE OF THE PARTIES OR ANY OF THE OTHER RELEASED PARTIES WERE AWARE OF THE POSSIBILITY OF ANY SUCH EVENTS OCCURRING.

15. **Entrant’s Representations and Warranties:**
By participating in the Contest and submitting an Submitted Entry, entrant represents and warrants that all information entrant provides on the Contest Website is true, accurate and complete to the best of entrant’s knowledge, that entrant has the right and authority to submit the Submitted Entry on entrant’s own behalf, entrant has secured all required consents and provided all required attributions with respect to artists, musicians or others whose intellectual property or creative content is included in entrant’s Submitted Entry, and entrant’s Submitted Entry:

(a) is entrant’s own original work, or is used by permission with full and proper credit given within the Submitted Entry;
(b) does not contain confidential information or trade secrets (entrant’s or anyone else’s);
(c) does not contain malicious code, such as viruses, timebombs, cancelbots, worms, Trojan horses or other potentially harmful programs or other material or information;
(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.

16. **Indemnification:**
By participating in the Contest, entrant agrees to release, indemnify and hold harmless Sponsor and its respective affiliates, subsidiaries, as applicable, and their respective agents, representatives, officers, directors, shareholders, and employees (collectively, “Sponsor Entities”) 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 or association with the Contest. Sponsor is not responsible for any miscommunication such as technical failures related to computer, telephone, cable, and unavailable network or server connections, related technical failures, or other failures related to hardware, software or virus, or incomplete, late or misdirected entries. Any compromise to the fair and proper conduct of this Contest may result in the disqualification of a Submitted Entry, termination of the Contest, or other remedial action, at the Sponsor’s sole discretion.

17. **No Sponsor Obligation:**
Enterant acknowledges that multiple participants may submit Entries that contain concepts, ideas, innovations or technologies similar to other Submitted Entries and that Sponsor, its subsidiaries and business partners may already be investigating or developing solutions or business activities that are related or similar to those contained in a Submitted Entry. Entrant further acknowledges and agrees that Sponsor’s action with respect to another Entry, even if similar to another Submitted Entry, shall not create in Sponsor any liability to entrant or others. Further, 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 Submitted Entry. Entrant acknowledges Sponsor is not obligated to take any action whatsoever with regard to entrant’s Submitted Entry.

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