



2021

AMA RESEARCH CHALLENGE

VIRTUAL

2021 AMA RESEARCH CHALLENGE OFFICIAL RULES

Sponsor: American Medical Association (“AMA” or “Sponsor”)

330 N. Wabash, Chicago, IL 60611

ATTN: ResearchSymposium@ama-assn.org

These are the official rules (“Rules”) for the 2021 AMA Research Challenge (“Challenge”). 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. How to Enter:

To enter, submit via the registration link on the Challenge Website (the “Challenge Website”) at ama-assn.org/researchchallenge. Complete all required fields on the official entry form and include all appropriate supporting material (“Submitted Entry”).

Challenge entry is only available online and a Submitted Entry must be received by the AMA during the abstract submission timeframe (“Abstract Timeframe”). 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 Challenge topic (described below).

A Submitted Entry also must include the entrant’s contact information and other requested information according to the instructions posted on the Challenge Website. All fields marked with an asterisk (*) on the Submitted Entry are required and must be completed.

Each entrant must submit a completed Entry Form including the following information and documentation:

- a. indicate member type: medical student, resident or fellow, or international medical graduate;
- b. indicate the Challenge topic of the abstract entry; and
- c. attach a completed abstract.

Any entrants needing accommodation(s) for a disability for any part of the Challenge should notify the Sponsor.

2. Abstract Submission and Challenge Details

Abstract submission and review. An abstract is required as part of each Submitted Entry.

Abstract requirements:

- All abstracts must be submitted using the approved template available via the Challenge Website.
- Abstracts must be submitted **without** pictures or graphs.
- The abstract must not exceed 350 words. The word count does not include the author’s name, co-authors’ names, the abstract title, page numbering, or any



ancillary entrant information.

Each abstract must address one of the Challenge topics:

- **Basic Science**: Submissions in Basic Science must relate to molecular, pharmacologic, or physiologic mechanisms of disease or treatment. 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 and Transitional Research**: Submissions in Clinical and Transitional Research must center around human subject research aimed towards prevention, diagnosis, or treatment of disease processes either fully in the clinical setting, or as a bridge between the lab and clinical practice.
- ***Clinical Vignettes**: Submissions in Clinical Vignettes are patient-related cases and scenarios that have educational value for a wider audience. A Clinical Vignette 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.
*This Challenge topic is not eligible for the Semifinals or Finals but is eligible for the Poster Session.
- **Health Systems Science**: Submissions in Health Systems Science must relate to the broader system of health care. Includes studies that utilize principles of policy & economics, population health management, interprofessional collaboration, behavioral and social determinants of health and health system improvement. This topic also includes bioinformatics.
- **Medical Education Innovation**: Submissions in Medical Education Innovation must relate to innovation centered around medical student/resident/fellow wellbeing, professionalism/professional formation, communication, simulation, quality improvement, and patient safety. This topic also includes diversity, equity, and inclusion; wellness; and telemedicine.
- **Public Health and Health Policy**: Submissions in Public Health and Health Policy must relate to the science of protecting and improving the health of people and their communities. This work is achieved by promoting healthy lifestyles, researching disease and injury prevention, and detecting, preventing, and responding to infectious diseases. This topic also includes studies on COVID-19, vaccinations, and health equity.



The Sponsor shall verify that each entrant meets applicable membership criteria. The Sponsor may disqualify or reassign an entrant if the Sponsor determines that an entrant's member type designation is inappropriate or unclear. Each Submitted Entry will be reviewed for completeness and appropriateness by an abstract review committee appointed by the Sponsor.

Poster Session Based on Abstract Scores

- The submitters of the top scored abstracts ("Poster Session Participants") will be invited to display a poster in the poster session (the "Poster Session").
- The invited submitters are not required to participate in the Poster Session.
- Each invited Poster Session Participant who chooses to participate in the Poster Session is required to:
 - display a digital poster at the event.
 - The digital poster is limited to one PowerPoint slide.
- **Optional:** Poster Session participants may also display a pre-recorded presentation up to 2 minutes in length, but it is not required.
- The deadline for Poster Session participants to submit digital materials is 11:59 p.m. Central Time on Monday, October 4, 2021.

Semifinals Based on Abstract Scores

- The submitters of the top 50 (approximate) overall scored abstracts ("Semifinalists") among all member types will be invited to present a poster in the semifinals portion of the Challenge (the "Semifinals").
- The invited submitters are not required to participate in the Semifinals.
- Each invited Semifinalist who chooses to participate in the Semifinals is required to:
 - display a digital poster at the event.
 - The digital poster is limited to one PowerPoint slide.
 - display a pre-recorded presentation up to 2 minutes in length.
 - The pre-recorded presentation must not exceed two (2) minutes.
- The deadline for Semifinalists to submit digital materials is 11:59 p.m. Central Time on Monday, October 4, 2021.
- Each Semifinalist will be evaluated on both a digital poster and a two (2) minute, pre-recorded presentation. Evaluation of Semifinalists will be conducted via AMA Members' votes.
- Semifinalists, Poster Session Participants, and AMA members will have the opportunity to vote for their favorite research.
 - Semifinalists, Poster Session Participants, and AMA members may cast up to three (3) votes total. Only one (1) vote can be cast per research submission.
- The Semifinalists with the top five (5) voted research will be invited to participate in the AMA Research Challenge Finals (the "Finals") to premiere Wednesday, December 8, 2021 at 7:00 p.m. Central Time on YouTube.

Notice to Poster Session participants and Semifinalists: Submitters selected for both the Poster Session and Semifinals will be notified by the deadline stated in Section 3. If a submitter is determined to be ineligible, or has not complied with these Rules, an alternate submitter may be



selected for any disqualified submitter and will be notified according to the procedures described herein. The deadlines for alternate submitters may be modified by the Sponsor as appropriate.

Finals

- The top five (5) Semifinalists receiving the most votes in the Semifinals (“Finalists”) among all member types will be invited to present in the Finals.
- Each Finalist who chooses to participate in the Finals is required to submit a five (5) minute pre-recorded presentation of their research. The due date for pre-recorded presentation will be announced on the Challenge Website.
- Four (4) judges will deliver constructive feedback of the research.
- Judges will convene to determine the winner of the Finals.
- The overall winner (the “**LAUREL ROAD PRIZE WINNER**”) will be based on the judges’ consensus vote.

3. Challenge Timeframe:

- The Abstract Timeframe begins at 12:00 p.m. Central Time on Wednesday, May 19. The deadline to submit an abstract for consideration is 11:59 p.m. Central Time on Tuesday, July 27, 2021.
- The abstract review period when entries are reviewed and scored begins Thursday, July 29, 2021.
- The abstract submitters accepted for both the Poster Session and Semifinals will be notified Wednesday, September 1, 2021.
- Poster Session Participants and Semifinalists must submit their digital materials by 11:59 p.m. Central Time on Monday, October 4, 2021.
- The Virtual Poster Session and Semifinals will begin at 12:00 p.m. Central Time on Thursday, October 21, 2021 and conclude at 5:00 p.m. Central Time on Saturday, October 23, 2021.
- The Challenge Finals will be recorded on a date to be announced and will premiere December 8, 2021 at 7 p.m. Central Time on YouTube.
- **NOTE: All Challenge dates and rules are subject to change by the Challenge Sponsor at its sole discretion** (for example, the Sponsor may extend the Abstract Timeframe and/or event dates). Please see the Challenge Website (ama-assn.org/researchchallenge) for the most current version of these Official Challenge Rules.

4. Prizes:

A total of five (5) prizes of five hundred dollars (\$500.00) will be awarded to the five (5) Finalists among all member types.

The prize for the overall one (1) winner of the Finals, the LAUREL ROAD PRIZE WINNER, will be announced on the Challenge Website.

The judges, the Sponsor, and KeyBank National Association 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 Challenge and decline any prize prior



to its award. Withdrawal from the Challenge at any time will nullify an entrant's designation as a Finalist or winner.

Prize recipients 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.

5. **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, July 21, 2021 **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.
- d. **Multiple abstract submissions from an entrant are not allowed.**
- e. 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.
- f. No substitutions or new versions of a Submitted Entry will be accepted after the Abstract Submission deadline.
- g. All entries must submit an abstract under an appropriate Challenge topic as outlined in Section 2. Entrants must choose an abstract title which accurately reflects emphasis and content of the Submitted Entry.
- h. All entries must be completed and submitted by the stated deadline.
- i. 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.
- j. 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.
- k. Evidence that an entrant is misrepresenting, inducing others to misrepresent support, or engagement with entrant's project is grounds for disqualification.
- l. **The following are not eligible to enter the Challenge if, during the Challenge, they**

**were or become:**

- i. employees of the Contest Sponsor (AMA);
- ii. employees of companies or entities affiliated with AMA;
- iii. any vendors and employees of companies or entities affiliated with AMA;
- iv. any Direct Family Members (parent, son, daughter or sibling) of any such employees;
- v. Contest judges or their direct family members;
- vi. Anyone involved in designing, developing, judging, sponsoring or administering the Contest (or their Direct Family Members); or
- vii. a citizen or resident of
 1. Quebec Canada, or Brazil; or
 2. any jurisdictions where the Contest may be prohibited; or
 3. a resident of any European Union country covered by the General Data Protection Regulation.
- viii. **FOR LAUREL ROAD PRIZE WINNER ONLY:** Entrant(s) may not be on any sanctions list published by the Office of Foreign Assets Control (“OFAC”) nor may they be a citizen, resident of, or be located in an OFAC sanctioned country.
- m. **FOR LAUREL ROAD PRIZE WINNER ONLY:** Winner must have and maintain a depository account with a U.S. licensed lending/banking institution which permits Automated Clearing House deposits.

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.

FOR LAUREL ROAD PRIZE WINNER ONLY: WINNER IS REQUIRED TO PROVIDE IRS FORM W-9 (OR FORM W-8BEN IF APPLICABLE) BEFORE PAYMENT OF PRIZE. KEYBANK MAY BE REQUIRED TO SEND YOU, AND FILE WITH THE IRS, A FORM 1099-MISC (MISCELLANEOUS INCOME) OR FORM 1042-S (FOREIGN PERSON’S U.S. SOURCE INCOME SUBJECT TO WITHOLDING) FOR THE YEAR IN WHICH YOU ARE AWARDED THE PRIZE. WINNER IS RESPONSIBLE FOR ANY TAX LIABILITY RELATED TO PARTICIPATING IN THE PROGRAM. PLEASE CONSULT YOUR TAX ADVISOR IF YOU HAVE ANY QUESTIONS ABOUT YOUR PERSONAL TAX SITUATION.

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

Submitted abstracts will be reviewed and scored on the following criteria based on a scale of 1 – 5 (1 = marked low quality, 5 = extraordinarily high quality):

Criteria:

- Quality of findings presented
 - Presentation is clearly designed
 - Clear presentation of data with appropriate statistical significance (quantitative study)
 - Clear presentation of findings with attention to validity and reliability (qualitative study)



- Discussion/Conclusion
 - Conclusion does not overstate the findings in the results
 - Potential pitfalls and limitations have been addressed
 - Discussion and conclusion use relevant sources to compare and contrast the information that exists in literature
- Interest to the audience
 - The abstract's contribution to the new/original knowledge to the field and its ability to attract the attention of the audience and make them want to learn more about or be involved in the abstract's topic

The Sponsor recommends the following criteria in identifying the top 5 Finalists:

- Organization/visual presentation
 - Visuals are easy to read and logistically organized
 - Grammar and syntax are correct
 - Data is presented in a clear and understandable manner
- Verbal presentation
 - Presentation is limited to 2 minutes
 - Good diction; good articulation
- Knowledge of material
 - Author explains in detail relevance to the project

The Finals will consist of the top 5 voted Finalists presenting their research to a panel of four (4) judges who will review based upon following recommended criteria and determine overall winner:

- The quality of the findings presented;
- The discussion and conclusions reached by the Challenge participant(s);
- The originality of, and audience interest in, the Challenge participants' research topic;
- The organization and quality of the presentation; and
- The Challenge participants' knowledge of the material

7. Selection of Judges:

Selection of Judges: Sponsor will assign at least two (2) Judges to review each Submitted Entry. Judges will be volunteers who meet contest credentials, namely: Medical Doctors, Doctors of Osteopath, or PhDs. Medical students will not be permitted to judge Submitted Entries eligible for the Semifinals or Finals.

Selection of Finals Judges: Sponsor will select a panel of four (4) judges to evaluate the Finals. Judges will be volunteers who meet set of standards and qualifications, as determined in Sponsor's sole discretion.

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 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 Rules.

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 the **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 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. **PRIVACY:**

Sponsor will be collecting personal data about entrants in accordance with its privacy policy. Please review the Sponsor's privacy policy at www.ama-assn.org/ama/pub/footer/privacy-policy.page. By participating in the Sweepstakes, you hereby agree to Sponsor's collection and usage of your personal information and acknowledge that you have read and accepted Sponsor's privacy policy.



11. **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.

12. **Internet:**

Sponsor is not responsible for incorrect or inaccurate Entry information whether caused by Internet users, by any equipment or programming 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.

13. **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 and KeyBank National Association, their affiliates, retailers, sales representatives, distributors, and each of their 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.

14. 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.

15. 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.

16. 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); does not violate or infringe upon the patent rights, industrial design rights, copyrights, trademarks, rights of privacy, publicity, other intellectual property or other rights of any person or entity;
- (c) does not contain malicious code, such as viruses, time bombs, 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.

17. Indemnification:

By participating in the Contest, entrant agrees to release, indemnify and hold harmless Sponsor and KeyBank National Association, and their 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.

18. Force Majeure

Sponsor shall be liable or responsible to any entrant or any other party, nor be deemed to have defaulted under or breached these Rules, for any failure or delay in fulfilling or performing any Contest terms outlined in these Rules when and to the extent such failure or delay is caused by or results from the following **force majeure** events: (a) acts of God; (b) disease, virus, influenza, flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) shortage of adequate power or transportation facilities; and (j) other [similar] events beyond the reasonable control of the Sponsor.

19. No Sponsor Obligation:

Entrant 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.