

## FALL 2021 HITLAB WOMEN'S HEALTH TECH CHALLENGE OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

### INTRODUCTION

The HITLAB Women's Health Tech Challenge ("WHTC") is focused on Women's Digital Health (the "Challenge"). This event is a competition to identify emerging technologies that use innovative endeavors in digital healthcare technology to improve the state of women's health on a global scale. As healthcare technology continues to change the world, health companies are looking to opportunities created by these digital advances to create applications and systems to improve medical care and the provision of healthcare among women. The Challenge is seeking innovators that use digital technology to improve these medical areas through innovation and digital solutions that impact women. The purpose of the challenge is to bolster innovation and identify high-potential new technologies in an emerging, and quickly growing, segment of the digital health market that provide opportunity to benefit women on a global scale.

In November 2021, HITLAB is holding a virtual event named the Women's Health Tech Challenge. This virtual 2021 HITLAB Challenge focused on women's health is scheduled to be held on December 17<sup>th</sup>, 2021. The location of the virtual event shall be announced to all registered attendees by December 16<sup>th</sup>, 2021.

The goal of the 2021 Challenge is to invite innovators, entrepreneurs, and start-ups, as either individuals or teams (collectively, "Contestants") worldwide to propose novel concepts to fulfill or mitigate the unmet needs of women all over the world. Concepts can focus on enhancing patient outcomes, lowering healthcare costs without compromising quality, making the management of patients more efficient, and improving their health and quality of life (each a "Submission" as further defined below).

Participation in the Challenge constitutes Contestants' full and unconditional agreement to these Official Rules and to the Sponsor's and/or Administrator's (as defined below) decisions, which are final and binding in all matters related to the Challenge. Winning a prize is contingent upon fulfilling all requirements set forth in the Official Rules and application. The Challenge dates, location, and judging criteria are subject to change anytime at the sole discretion of the Sponsor and/or Administrator.

### 1. ADMINISTRATOR

Administrator: Healthcare Innovation and Technology Lab, Inc. ("HITLAB"), located at Lasker Hall, Suite 310G, New York, New York 10032 (USA).

Sponsor(s): All Sponsor(s) are listed on the 2021 HITLAB Women's Health Tech Initiative website at <http://www.hitlab.org/wht>.

### 2. OVERVIEW OF CHALLENGE DATES

September 29, 2021: Challenge application portal goes live.

October 20, 2021: Deadline for all Submissions from all channels.

November 12, 2021: Finalists announced.

December 6 – 10, 2021: Virtual Bootcamp by HITLAB.

December 17, 2021: Finalists pitch remotely via virtual platform.

December 17, 2021: Prize Winners announced for all prizes.

\*All deadlines are at 11:59 pm Eastern Time on the respective days, unless otherwise stated.

### **3. ELIGIBILITY**

A. The Challenge is open only to:

Individuals who are at least 18 years of age at the time of entry, are legal residents of countries where such challenges are allowed by the laws of those countries (excluding the residents of Cuba, Iran, Libya, North Korea, Sudan, and Syria).

Teams of eligible individuals where each team member meets the eligibility requirements for individual Contestants.

Though contestants may be affiliated with larger organizations, for the Challenge, a team of eligible individuals may only have a maximum of two (2) individuals represent each team during the “Virtual Bootcamp” mentoring program for pitch refinement prior to the pitch competition.

B. Contestants must own or have access at their own expense to a computer, an internet connection, and any other electronic devices, documentation, software or other items a Contestant may deem necessary to create and enter their Submission.

C. Each team shall appoint one individual as the team captain (the “Representative”) to represent and act, including registering and entering a Submission, on behalf of said team. The Representative must be duly authorized to submit on behalf of the team. The Representative represents and warrants that he or she is duly authorized to act on behalf of the team and has read the Official Rules and that the team agrees to abide by these Official Rules. The Representative will ensure that each member of the team participating in entering the Submission, or in decisions related to the Submission, has read and complies with the Official Rules.

D. If chosen as a finalist, each finalist (individual or at least one person from each team chosen as a finalist) must be present for the finals online in an electronic virtual forum for the main prize event. Any remote attendance costs associated with appearing electronically and virtually are at the sole expense of the contestants and no equipment, media, communication, travel or lodging costs will be reimbursed.

E. All contestants are eligible for the Future of Women’s Health Venture Capital Bonus Prizes (“VC Prize”). These VC Prizes shall be judged solely by the sponsor of the prize based on the criteria identified in the application for each particular VC Prize and described herein. The prize winner must attend the event virtually to accept the prize.

F. Contestants who were chosen as finalists in the HITLAB Women’s Health Tech Challenge of any previous year are eligible to reapply only if their Submission has changed since their last application.

#### **4. THE FOLLOWING INDIVIDUALS AND TEAMS ARE NOT ELIGIBLE REGARDLESS OF WHETHER THEY MEET THE CRITERIA SET FORTH ABOVE:**

- A. The Sponsor, the Administrator, and any advertising agency, contractor or other organization involved with the design, production, promotion, execution, or distribution of the Challenge (collectively “Promotion Entities”); all employees, representatives and agents of such Promotion Entities; and all members of any such employee, representative or agent’s immediate family or household.
- B. Any individual involved with the design, production, promotion, execution, or distribution of the Challenge and each member of any such individual’s immediate family or household.
- C. Any organization or individual that employs any Judge or that otherwise has a material business relationship or affiliation with any Judge.
- D. Any parent company, subsidiary, or other affiliate of any organization described above.
- E. For purposes hereof: (i) the members of an individual’s immediate family include such individual’s spouse, children and step-children, parents and step-parents, and siblings and step-siblings; and (ii) the members of an individual’s household include any other person who shares the same residence as such individual for at least three (3) months out of the year.

#### **5. CHALLENGE SUBMISSION PERIOD**

- A. Contestants may enter a Submission between September 27<sup>th</sup>, 2021 and October 20<sup>th</sup>, 2021 (11:59 pm Eastern Time) (the “Submission Period”). The Administrator’s computer is the official time keeping device for this Challenge.
- B. Any Submission entered following the end of the Submission Period shall be disqualified.

#### **6. REGISTRATION AND SUBMISSION**

##### **A. Registration**

Beginning on September 27<sup>th</sup>, 2021, Contestant may send a submission by going to the Challenge Website.

**WHAT IS THE WEBSITE ADDRESS** (the “Challenge Website”) or other authorized channels that are soliciting Contestants and submit ideas via the instructions listed on the Challenge Website. You will be directed to complete an application. You must complete and submit the entire application. Contestants applying from other channels are required to adhere to all rules described here.

If a Contestant is part of a team, the Representative is required to add the team members as “Collaborators” in the submission fields.

Only entries applied through HITLAB authorized sources including the Challenge website with completed applications will be accepted. In case of technical difficulties, the contestants can contact [womenshealth@hitlab.org](mailto:womenshealth@hitlab.org).

In the event of a dispute pertaining to this Challenge, the authorized account holder of the email address used to make the application and enter the Submission will be deemed to be the Contestant’s Representative. The “authorized account holder” is the natural person or legal entity assigned an email address by an internet

access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Contestants generally and potential winners may be required to show proof of being the authorized account holder.

B. Submission: Contestants must submit a novel idea, technology solution or business concept that fulfills or mitigates the unmet needs of women on a global scale (the "Idea"). There is no cost to enter a Submission.

The Idea must fall into one of the following four funding categories as determined by the Contestant in their Application: Series Pre-Seed, Series Seed, Series A or Non-Profit. A description of each funding category is as follows:

Series Pre-Seed ("Pre-Seed"): Refers to the stage of funding that is designed to help a startup with the initial formation and development costs to begin its operations.

Series Seed ("Seed"): Refers to the first official equity funding stage. Seed funding represents the first official money that a new venture raises to help finance first early business operations such as market research and product development.

Series A ("Series A"): Refers to an equity funding stage for businesses with established plans for developing a business model that will generate long-term profits. Series A funding helps businesses further optimize their user base and product offerings.

Non-Profit/Charitable Organization ("Non-Profit"): Describes an organization whose mission focuses on furthering a social cause or shared goal or mission rather than generating profit.

Contestants must complete and submit an application through the Challenge website.

Though not required, Contestants may submit a separate pitch summary and/or a pitch deck presentation of the Idea with the Application for the Submission Period.

Though not required, Contestants may submit a separate video of the idea (no longer than 5 minutes).

Though not required, Contestants may submit attachments in the form of an image, diagram or representative prototype.

C. All submissions must be received no later than 11:59 pm Eastern Time for the respective deadlines.

The Sponsor and/or the Administrator, at their sole discretion, may permit a Contestant to modify part of the Submission for the purpose of removing material that potentially infringes a third-party mark or right, discloses personally identifiable information, or is otherwise inappropriate. The modified Submission must remain substantively the same as the original Submission with the only modification being what is permitted by the Sponsor and/or Administrator. Any modifications beyond what is permitted may result in disqualification.

Limit of one Submission per Contestant.

No additional team members may be added or changed after the Submission is made.

D. Submission Rights and Display: The Sponsor and/or Administrator, and any third parties acting on the Sponsor's behalf, will have a royalty-free, non-exclusive, worldwide license to display publicly and use for promotional purposes the Submission, in perpetuity. This license includes posting or linking to the Submission

on the Sponsor's and/or Administrator's websites, including the Challenge Website, and partner websites, and inclusion of the Submission in any other media, worldwide.

E. Ownership of Submission: All Contestants shall retain ownership of any software, technology, or research they develop or any other Intellectual Property rights they create. Contestants' Intellectual Property will not be used commercially by the Sponsor and/or Administrator unless there is explicit agreement with the Contestants regarding this use.

#### F. Submission Requirements

All Submission materials must be in English.

A Submission may be rejected at the sole discretion of the Sponsor and/or Administrator, if the Submission, either in part or in its entirety, is deemed to be obscene, defamatory, likely to incite violence or illegal activity, in violation of any third-party's rights, or is otherwise deemed to be inappropriate.

Submissions must: (a) be the original work product of the Contestant, (b) be solely owned by the Contestant and with no other person or entity having any right or interest in it, and (c) not violate the Intellectual Property rights or other rights including but not limited to copyright, trademark, patent, contract, and/or privacy rights, of any other person or entity. The Contestant must own all rights to the Idea and its creativity.

Contestants may be required to provide additional information, and the Administrator has the right to request additional information, to verify any aspect of the Submission. Failure by a Contestant to respond in a timely fashion or fully honor such a request may result in disqualification of the Submission.

By entering a Submission, Contestant represents, warrants and agrees that the Submission is their own work, and complies with the Official Rules.

Contestant further represents, warrants and agrees that any use of the Submission by the Sponsor, Administrator and/or judges (or any of their respective partners, subsidiaries and affiliates) as authorized by these Official Rules, shall not: infringe upon, misappropriate or otherwise violate any intellectual property right or proprietary right including, without limitation, any statutory or common law trademark, copyright or patent, nor any privacy rights, moral rights nor any other rights of any person or entity; or constitute or result in any misappropriation or other violation of any person's publicity rights or right of privacy.

G. Though not necessary, the recommendations for the pitch summary are as follows:

Address the following four criteria: sustainability, impact, innovation, and feasibility of concept.

Team Potential: A short description of the team, if applicable.

Funding/Support: Disclose the amount of funding already received, as well as any future support from any group and/or institution(s).

Must be in English.

H. Though not necessary, the recommendations for the video submission are as follows:

Be less than five minutes in length; 1-2 minutes to introduce team members; 3-4 minutes to pitch; should include all team members; and must be in English.

I. Judging of the Submissions: The Submissions will be judged using the criteria listed in item 7 below.

J. Once a Submission is received it will be reviewed by the Sponsor, Administrator and/or Judges. At any point during the competition, the Administrator has the right to ask a Contestant to submit proofs and supporting documents related to their ideas.

#### K. Judging of the Finalists

The Submissions will be judged using the criteria listed in item 7 below. The top 8 Submissions will be declared Finalists. The Finalists will be announced according to the schedule.

#### L. Judging of the VC Prizes

The VC prizes shall be judged by the company or organization that is providing the in-kind prize using the same criteria as well as criteria indicating which contestant may make the best use of the particular VC prize.

### 7. JUDGING CRITERIA

A. All judging for this Challenge will involve the criteria stated in this section. All reviews will be conducted by a qualified panel of impartial judges (the “Judges”) selected by the Sponsor and/or Administrator with the exception of the separate Future of Women’s Health VC Prizes. A review may be conducted in one or more rounds of judging, and each round of judging may involve different Judges. The Sponsor and/or the Administrator reserve the right to substitute or modify the judging panel or criteria at any time for any reason.

B. All Judges shall be and remain fair and impartial. Any Judge may recuse him or herself from judging if the Judge, the Sponsor and/or the Administrator considers that it is inappropriate, for any reason, for the Judge to evaluate a specific Submission or group of Submissions. This includes, but is not limited to, cases where a Judge has a material business relationship or affiliation with a Contestant.

C. Judges will use the following seven criteria:

(i) **Impact:** Will the innovation make an impact on a large population/large number of lives touched or a particularly strong impact on a smaller population?

(ii) **Differentiation:** Does the startup create competitive processes, products, and/or ideas compared to what is currently available?

(iii) **Scalability:** Does the company meet criteria that show it's capable of scaling to meet full value potential?

(iv) **Technical feasibility:** Does the startup have a product market fit and adequate resources for standing up the product in the market?

(v) **Economic feasibility:** Do they have a clear business case articulated and an ability to raise and sustain funding?

(vi) **Team:** Does the startup have harmony and track record between its founding and management team?

(vii) **Quality of Work:** Is the pitch and value proposition clear and well-articulated?

D. Tie Breakers: In the event of a tie between two or more Submissions, the tied Submission with the highest score in the first criterion listed above shall be deemed the higher scoring Submission. In the event any ties remain, this process will be repeated by comparing the tied Submissions’ scores on the second, third, and fourth criterion listed above, respectively.

E. Venture Capital Bonus Prizes (“VC Prizes”): The VC Prizes will be awarded based on the same criteria above and the particular application question tailored to the prize. The sole judge shall be a member of the organization or company that has provided the prize. There will be no finalists however a finalist may also be a winner of a VC Prize.

## **8. FINALS IN VIRTUAL EVENT.**

A. There will be eight (8) Finalists competing in the Finals.

B. The Finals will take place live via a virtual platform at the 2021 HITLAB Women’s Health Tech Challenge virtual platform on the rescheduled date on December 17<sup>th</sup>, 2021. The location of the virtual event shall be announced to all registered attendees by December 16<sup>th</sup>, 2021. If a Finalist cannot virtually attend the Finals on the date and time required, the Finalist will forfeit their prize and lose their opportunity to be a Prize Winner and an alternative Finalist may be selected.

D. Date and location of the Finals is subject to change anytime at the Sponsor and/or Administrator’s sole discretion.

E. The eight (8) Finalists with the best presentation of their Submission using the criteria listed above will be a prize winner (“Prize Winner”). Prize winners will be announced on or about December 17<sup>th</sup>, 2021.

F. The highest scoring Finalist in each funding category will win the First Prize for that category and the remaining Finalists in that category shall be awarded the remaining prizes in the order of their scores with the second highest scoring Finalist receiving the Second Prize, the third highest scoring Finalist receiving the Third Prize, etc.

G. The 2 (two) VC Prize winners will also be announced at the Finals. These winners do need to be present to win. The VC Prize Opportunity may require the Innovator to “pitch” to the awarding Sponsor. VC Prizes may take up to sixty (60) days to be awarded.

## **9. VERIFICATION OF FINALISTS AND PRIZE WINNERS**

A. All potential Finalists and Prize Winners are subject to verification of identity, qualifications and role in the creation of the Submission by the Sponsor and the Administrator, whose decisions are final and binding in all matters related to the Challenge. Potential Finalists and Prize Winners must continue to comply with all terms and conditions of these Official Rules throughout the Challenge. Potential Finalists will be notified using the email address associated with the Challenge account used to enter the Submission. The potential Prize Winner will be notified in person when possible. For sake of clarity, the notification will only be sent to the Representative of the team.

B. In order to win any prize, the potential Finalists and Prize Winners will be required to sign and return to the Administrator, affidavit(s) of eligibility or a similar verification document and liability/publicity release(s) within two (2) business days.

C. At the sole discretion of the Sponsor and/or Administrator, potential Finalists and Prize Winners will be deemed ineligible to win if:

The potential Finalists and Prize Winners cannot be contacted within two (2) business days, or is contacted and refuses the prize.

The potential Finalists and Prize Winners fail(s) to sign and return the affidavit(s) of eligibility or a similar verification document and liability/publicity release(s) within two (2) business days from receipt of such documents.

The Submission or the potential Finalists and Prize Winners, or any member of a potential Finalists and Prize Winner's team, is disqualified for any other reason. In the event of such disqualification, the Sponsor and/or Administrator, at their sole discretion, may award the applicable Prize to an alternate potential Finalist or First Prize winner.

**10. PRIZES. The Challenge offers finalists the potential to win the prizes like a cash award, in-kind prize or other opportunity.**

(a) Series A

1<sup>st</sup> Place Prize: The Series A first place winner will receive the Grand Prize in the form of a check for \$10,000.00 (ten thousand) U.S. dollars, sponsored by Goodwin Procter (<https://www.goodwinlaw.com/>).

2<sup>nd</sup> Place Prize: The Series A second place winner will receive a prize in the form of \$10,000 (ten thousand) U.S. dollars of in-kind legal services from Goodwin Procter. (<https://www.goodwinlaw.com/>)

(b) Series Seed

1<sup>st</sup> Place Prize: The Series Seed first place winner will receive a prize in the form of \$10,000 (ten thousand) U.S. dollars of in-kind legal services from Goodwin Procter. (<https://www.goodwinlaw.com/>)

2<sup>nd</sup> Place Prize: The Series Seed second place winner will receive a prize in the form of up to \$10,000 U.S. dollars worth of in-kind accounting services from Withum (<https://www.withum.com/>). Upon introduction to the selected recipient, Withum will also provide an hour of tax-free consulting including but not limited to, tax formation, cap table discussion including debt/equity, pitfalls, Founder Tax Planning considerations, future needs for financial statements.

(c) Series Pre-Seed

1<sup>st</sup> Place Prize: The Series Pre-Seed first place winner will receive the Health Innovation Alliance Award which is in the form of a 1-year membership in the Health Innovation Alliance (<https://health-innovation.org>). The winner will also receive up to a maximum value of \$15,000 (fifteen thousand) of in-kind services of direct government affairs consulting services and strategic counsel around the health policy issues that impact the winning team (<https://horizondc.com/>).

2<sup>nd</sup> Place Prize: The Series Pre-Seed second place winner will receive the Nursing Innovation Hub (NIHUB) Women's Health Tech Innovation Award which is in the form of up to 10 hours of in-kind services valued at \$5,000 (five thousand) USD (<https://innovatenuursehub.com/>). The specifics of the services awarded shall be solely determined by NIHUB and may include In-kind services tailored to the needs of the team including strategy, design, and consulting. The Series Pre-Seed second place winner will also receive a media exposure package from Femtech Insider valued at \$1,500 (one thousand five hundred) U.S. dollars as determined by the provider of the in-kind services. The media exposure shall be in the form of 2 (two) Annual Memberships to the Femtech Insider Inner Circle, a Retainer which includes five (5) job listings on the Femtech Insider Job

Board, and the prize winner's choice of either 2 (two) sponsored posts, newsletter sponsorships, or written interviews (<https://femtechinsider.com/>).

**(d) Non-Profit/Charitable Organization:**

1<sup>st</sup> Place Prize: The prize winner will receive the Women's Health Tech Spirit of Entrepreneurship Award which is in the form of a media exposure package from Women of Wearables (<https://womenofwearables.com/>) up to a maximum value of \$1,000 (one thousand) U.S. dollars as determined by the provider of in-kind services. The media exposure shall be in the form a custom feature written by an editorial team highlighting the winner and the idea, company or product featured prominently in media by the Women of Wearables blog.

2<sup>nd</sup> Place Price: The winner of the FemTech Focus Award will receive a media exposure package from FemTech Focus (<https://femtechfocus.org/>) up to a maximum value of \$1,000 (one thousand) U.S. dollars as determined by the provider of the in-kind services. The media exposure shall be in the form of a 1 (one) hour consulting session with Dr. Brittany Barreto, host of the FemTech Focus podcast (<https://femtechfocus.org/>).

All 8 finalists shall each receive passes for at least 2 people to the virtual HITLAB Women's Health Tech Challenge. All 8 finalist teams will receive the option for our "Virtual Bootcamp" mentoring program for pitch refinement prior to the pitch competition on December 17<sup>th</sup>, 2021.

**Venture Capital ("VC") Prizes: The following VC Bonus prizes shall be awarded to any one contestant based on their application and completion of the relevant question for each of the following:**

(a) Rhia Ventures will award \$5,000.00 for an innovator or company in the reproductive health space. Specifically, companies with innovations in maternal health care or contraception that are addressing the needs of underserved communities (women of color, Medicaid, low-income women). Selected applicants must be available to "pitch" to Rhia Ventures in order to be considered. Applicants do not have to be among the 8 (eight) "Finalists" in order to be considered. Applicants must check the box pertaining to this prize in order to be considered for this category. (<https://rhiaventures.org/>)

(b) DigitalDx Ventures will award \$2,500.00 to the innovator or company judged to be 'Best Diagnostic Innovation' as reviewed by DigitalDx Ventures. Selected applicants must be available to "pitch" to DigitalDx Ventures in order to be considered. Applicants do not have to be among the 8 (eight) "Finalists" in order to be considered. Applicants must check the box pertaining to this prize in order to be considered for this category. (<https://www.digitaldxventures.com/>)

**PRIZE CONDITIONS:**

A. Prizes can only be redeemed once per individual or team. All prizes are non-transferable. All prizes of services must be used within 1 (one) year of the date of being declared the winner.

B. No prize substitutions will be made. Prizes must be accepted as awarded. No transfer or substitution of a prize is permitted except at the Sponsor and/or Administrator's sole discretion. The prize will be provided following receipt of the signed affidavit(s) of eligibility or a similar verification document and liability/publicity release(s) form(s).

C. Winners shall be responsible for any applicable federal, state, and local taxes associated with any prize. There may be some tax implications for prizes. Sponsor recommends that Contestants review these rules with

their legal/tax advisor to determine their potential tax liability, if any, in connection with receiving a prize as part of this Challenge. If there is any tax liability, it will be the sole responsibility of award Contestant. Winners may be required to provide a W-9 or other tax documentation to the Sponsor, Administrator or provider of in-kind services as part of any prize. The sole determiner of value shall be the provider of the in-kind provider of the service. Confidentiality or other non-disclosure requirements may be required of the Winner; and Winner agrees to execute any and all agreements necessary to work with any in-kind service provider.

D. Each Contestant hereby acknowledges and agrees that the relationship between the Contestant, the Sponsor, and the Administrator, is not a confidential, fiduciary, or other special relationship, and that the Contestant's decision to provide the Contestant's Submission to the Sponsor and the Administrator for the purposes of this Challenge does not place the Sponsor, the Administrator, and their respective agents in a position that is any different from the position held by the members of the general public with regard to elements of the Submission, except as specifically provided in these Official Rules.

## **11. ENTRY CONDITIONS AND RELEASE**

A. By entering, each Contestant (including all participating members of the team) agree(s) to:

Comply with and be bound by these Official Rules and the decisions of the Sponsor, Administrator, and/or the Challenge Judges, which are binding and final in all matters relating to this Challenge.

Release, indemnify, defend and hold harmless the Sponsor, Administrator, and their respective parent, subsidiary, and affiliated companies, the prize suppliers and any other organizations responsible for funding, fulfilling, administering, advertising or promoting the Challenge, and all of their respective past and present officers, directors, employees, agents and representatives (hereafter the "Released Parties") from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees), including but not limited to negligence and damages of any kind to persons and property, defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a Contestant's entry, creation of Submission or entry of a Submission, participation in the Challenge, acceptance or use or misuse of the prize (including any travel or activity related thereto), participation in the Studio Phase, and/or the broadcast, transmission, performance, exploitation or use of Submission as authorized or licensed by these Official Rules.

By participating in this Event and providing your contact information, you are agreeing to be contacted by HITLAB, sponsors of the Challenge or any affiliated organization regarding this or future events, competitions or promotional offers.

B. Without limiting the foregoing, the Released Parties shall have no liability in connection with:

Any incorrect or inaccurate information, whether caused by the Sponsor's, Administrator's or a Contestant's electronic or printing error or by any of the equipment or programming associated with or utilized in the Challenge.

Technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, internet connectivity or electronic transmission errors, or network hardware or software or failure of the Challenge Website.

Unauthorized human intervention in any part of the entry process or the Challenge.

Technical or human error which may occur in the administration of the Challenge or the processing of submissions; or any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from the Contestant's participation in the Challenge or receipt or use or misuse of any prize. If for any reason any Contestant's Submission is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, the Contestant's sole remedy is to request the opportunity to resubmit its Submission, which request will be determined at the sole discretion of the Sponsor and the Administrator if the Challenge Submission Period is still open.

## **12. PUBLICITY**

- A. Participating in the Challenge grants the Sponsor and/or Administrator use of the Submission for press and media purposes and the Participant grants a license for such use to the Submission and all related documentation or media for publicity purposes.
- B. Participation in the Challenge constitutes Finalists and Prize Winner's consent to the Sponsor's and Administrator's, and their agents' use of the winner's name and description, including organization name, if applicable, and the likeness, photograph, voice, opinions, comments and/or hometown and state of residence of individuals who participated in the Submission, for promotional purposes in any media, worldwide, without further payment or consideration.

## **13. GENERAL CONDITIONS**

- A. Sponsor and/or Administrator reserve the right to cancel, suspend and/or modify the Challenge, or any part of it, if any fraud, technical failure or any other unanticipated factor or factor beyond the Sponsor's and/or Administrator's control impairs the integrity or proper functioning of the Challenge, as determined by the Sponsor and/or Administrator at their sole discretion. This includes changing any dates including the dates for entry and/or the date of the event. Sponsor reserves the right to substitute a prize, in whole or in part, of equal or greater monetary value if a prize cannot be awarded, in whole or in part, as described for any reason. The Sponsor and/or Administrator reserve the right at their sole discretion to disqualify any individual or Contestant it finds to be tampering with the Challenge, specifically, including but not limited to the entry or voting process (for example by using the aid of computer software programs to auto-fill entries) or the operation of the Challenge or to be acting in violation of these Official Rules or in a manner that is inappropriate, not in the best interests of this Challenge, or a violation of any applicable law or regulation.
- B. Any attempt by any person to undermine the proper conduct of the Challenge may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor and/or the Administrator reserve the right to take proper legal action, including, without limitation, referral to law enforcement, for any illegal or unlawful activities.
- C. The Sponsor and/or the Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Sponsor and/or the Administrator are not responsible for incomplete, late, misdirected, damaged, lost, illegible, or incomprehensible submissions or for address or email address changes of the Contestants. Proof of sending or submitting will not be deemed to be proof of receipt by the Sponsor and/or Administrator.

D. In the event of any discrepancy or inconsistency between the terms and conditions of the Official Rules and disclosures or other statements contained in any Challenge materials, including but not limited to the Challenge Submission form, Challenge Website, advertising (including but not limited to television, print, radio or online ads), the terms and conditions of the Official Rules shall prevail.

E. The Sponsor and/or Administrator reserve the right, without liability, to amend the terms and conditions of the Official Rules at any time, including the rights or obligations of the Contestant, the Sponsor and/or the Administrator. The Sponsor and/or Administrator will post the terms and conditions of the amended Official Rules on the Challenge Website. Any amendment will become effective at the time the Sponsor and/or Administrator post the amended Official Rules.

F. Excluding submissions, all intellectual property related to this Challenge, including but not limited to trademarks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations are owned or used under license by the Sponsor and/or Administrator. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owners is strictly prohibited.

G. Should any provision of these Official Rules be or become illegal or unenforceable in the jurisdiction of a permitted entrant, such illegality or unenforceability shall leave the remainder of these Official Rules unaffected and valid. The illegal or unenforceable provision shall be replaced by a valid and enforceable provision that comes closest and best reflects the Sponsor's intention in a legal and enforceable manner with respect to the invalid or unenforceable provision.

H. Participants warrant that their Submission and associated documentation are their own original work and, as such, they are the sole and exclusive owner and rights holder of the Submission and that they have the right to grant all required licenses. Participant agrees not to submit any idea or documentation associated their Submission that: (a) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, trade names, industrial designs, patent, trade secret, privacy, publicity or confidentiality obligations; or (b) otherwise violates applicable state, federal, or local law.

#### **14. LIMITATIONS OF LIABILITY**

EACH CONTESTANT ACCEPTS THE CONDITIONS STATED IN THESE OFFICIAL RULES, AGREES TO BE BOUND BY THE DECISIONS OF THE ADMINISTRATOR AND SPONSOR(S), WARRANTS THAT HE OR SHE IS ELIGIBLE TO PARTICIPATE IN THIS COMPETITION, AND AGREES TO RELEASE, INDEMNIFY, AND HOLD HARMLESS COMPETITION ENTITIES AND THE PERSONNEL OF EACH FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, LIABILITY, AND DAMAGES OF ANY KIND (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) ASSERTED AGAINST ANY OF THEM, INCURRED OR SUSTAINED IN CONNECTION WITH OR ARISING OUT OF ENTRANT'S PARTICIPATION IN THIS COMPETITION OR ANY TRAVEL OR ACTIVITY RELATED THERETO, USE OF ANY SOCIAL MEDIA OR RIGHTS THEREIN, OR BREACH OF ANY AGREEMENT OR WARRANTY ASSOCIATED WITH THE COMPETITION, INCLUDING THESE OFFICIAL RULES. ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE COMPETITION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, THE COMPETITION ENTITIES AND EACH OF THEIR LICENSEES RESERVE THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

By entering, all Contestants, including the participating members of a team or organization, agree to be bound by the Official Rules and hereby release the Released Parties from any and all liability in connection with the prizes or Contestant's participation in the Challenge. Provided, however, that any liability limitation regarding gross negligence or intentional acts, or events of death or bodily injury shall not be applicable in jurisdictions where such limitation is not legal.

## **15. DISPUTES**

A. Contestants agree that:

Any and all disputes, claims and causes of action arising out of or connected with this Challenge, or any prizes awarded shall be resolved individually, without resort to any form of class action.

Any and all disputes, claims and causes of action arising out of or connected with this Challenge, or any prizes awarded, shall be resolved exclusively by the United States District Court of New York (USA) or the appropriate New York State Court (USA).

Under no circumstances will Contestants be entitled to, and Contestants hereby waive all rights to claim, any punitive, incidental and consequential damages and any and all rights to have damages multiplied or otherwise increased.

B. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to you.

C. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Contestants, the Sponsor and the Administrator in connection with the Challenge, shall be governed by, and construed in accordance with, the laws of the State of New York (USA), without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

## **16. PRIVACY**

Any personal information collected from the Contestant(s) when entering the Challenge is subject to the Administrator's privacy policy located at the main HITLAB website at [www.hitlab.org](http://www.hitlab.org).

## **17. CHALLENGE RESULTS**

Visit the Challenge Website on or about December 17, 2021.

## **18. CONTACT US**

If you have any questions or wish to send us any notice regarding this Challenge, please email [womenshealth@hitlab.org](mailto:womenshealth@hitlab.org).