



ASCP GLOBAL HEALTH IDEATION CHALLENGE 2018

OFFICIAL RULES & REGULATIONS

The First Round of the “ASCP Global Health Ideation Challenge 2018” (“**Challenge**”) begins on April 16, 2018 at 2:00:00 pm Central Time (CT) and ends on April 30, 2018 at 11:59:00 pm CT (“**First Round Challenge Period**”). The Second Round of the Challenge begins on May 7, 2018 at 12:00:00 am CT and ends on June 15, 2018 at 11:59:00 pm CT (“**Second Round Challenge Period**”).

The Challenge is sponsored by the American Society for Clinical Pathology (“**Sponsor**”), 33 W. Monroe, Suite 1600, Chicago, Illinois, 60603, using a Google Form Submission process. The mission of the Challenge is available at:

<https://www.ascp.org/content/get-involved/center-for-global-health/what-we-do/#ideationchallenge> (“**Challenge Website**” or “**Website**”). Your participation in the Challenge means that you unconditionally agree to these Official Rules and all decisions by Sponsor, which are final and binding in all matters related to the Challenge. This Contest is in no way sponsored, endorsed or administered by or associated with Facebook, Google, or Instagram, and each Entrant releases Facebook, Google, and Instagram from all liability in connection with the Challenge.

NO PURCHASE IS NECESSARY TO PARTICIPATE IN THE CHALLENGE. CHANCE PLAYS NO PART IN THE DETERMINATION OF THE WINNERS. THE CHALLENGE IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW AND WHERE BONDING, REGISTRATION OR OTHER REQUIREMENTS WOULD BE REQUIRED BUT HAVE NOT BEEN MET. ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY.

THESE OFFICIAL RULES (“OFFICIAL RULES”) CONTAIN AN ARBITRATION AGREEMENT, WHICH WILL REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST SPONSOR TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST SPONSOR ON AN INDIVIDUAL BASIS, NOT AS PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

1. FIRST ROUND CHALLENGE PERIOD: The First Challenge Period begins on April 16, 2018, at 2:00:00 p.m. CT and ends on April 30, 2018, at 11:59:00 p.m. CT or as otherwise communicated by Sponsor on the Challenge Website.



2. SECOND ROUND CHALLENGE PERIOD: The Second Round Challenge Period begins on May 7, 2018, at 12:00:00 a.m. CT and ends on June 15, 2018, at 11:59:00 p.m. CT or as otherwise communicated by Sponsor on the Challenge Website.

3. ELIGIBILITY: The Challenge is open to individuals who have reached the age of majority in their jurisdictions of residence at the time of entry and who do NOT reside in Cuba, Iran, North Korea, Sudan, or Syria or where prohibited. Employees of the Sponsor, and their immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they live, and persons living in the same household of such employees, regardless of whether they are related), and members of the Panel, defined below, and the Panel's immediate family members are not eligible.

4. HOW TO ENTER THE FIRST ROUND CHALLENGE: No purchase is necessary to participate in the First Round Challenge.

To enter the First Round Challenge, upload a problem, challenge, or question that you think needs to be addressed to make the program described on the Challenge Website, and programs like it focused on laboratory and diagnostic access in Africa, successful, i.e., what do we need to “leapfrog” to achieve our goals. For additional information, see the Challenge Website at <https://www.ascp.org/content/get-involved/center-for-global-health/what-we-do/#ideationchallenge> (“**First Round Challenge Entry**”). First Round Challenge Entries are limited to 250 words. You may only enter electronically. To enter electronically, submit your First Round Challenge Entry at <https://goo.gl/forms/fwLHWy9N9BLKocX13> . To submit an entry, you will be required to submit certain demographic data. To be eligible, your First Round Challenge Entry must be uploaded onto <https://goo.gl/forms/fwLHWy9N9BLKocX13> within the First Round Challenge Period in accordance with these Rules and all other conditions set forth in these Rules. You may submit multiple Entries, but each Entry must be a unique idea. Multiple Entries of the same idea by one entrant will only count as one Entry. In the event that multiple entrants submit the same idea, the entrant submitting the earliest submitted Entry will be credited with the idea. The Entries will be judged by a Panel composed of ASCP physician and laboratory professional members. The Panel in its sole discretion will select up to five (5) questions (“**Challenge Questions**”) to be the subject of the Second Round Challenge. Entrants submitting the selected Challenge Questions will win a First Round Challenge prize.

5. HOW TO ENTER THE SECOND ROUND CHALLENGE: No purchase is necessary to participate in the Second Round Challenge.

To enter the Second Round Challenge, upload a solution (“**Challenge Solution**”) to one or more of the Challenge Questions described on the Website and at <https://www.ascp.org/content/get-involved/center-for-global-health/what-we-do/#ideationchallenge> (“**Second Round Challenge Entry**”). To submit a Second



Round Challenge Entry, you will be required to submit certain demographic data. To be eligible, your Second Round Challenge Entry must be uploaded onto <https://goo.gl/forms/Y6Rknx2nQs2sLOVq1> within the Second Round Challenge Period in accordance with these Rules and all other conditions set forth in these Rules. You may submit multiple Entries, but each Entry must be a unique idea. Multiple Entries of the same solution by one entrant will only count as one Entry. In the event that multiple entrants submit the same solution, the entrant submitting the earliest submitted Entry will be credited with the solution. The Entries will be judged by a Panel composed of ASCP physician and laboratory professional members. The Panel in its sole discretion will select up to three (3) solutions (“**Challenge Solutions**”) to win a Second Round Challenge prize.

6. ENTRY REQUIREMENTS: Each Entry, whether submitted during the First or Second Round Challenge Period, must:

- in its entirety, be a single work of original material, produced solely by the entrant. Reproducing, modifying, enhancing or altering a third party's pre-existing work does not qualify as original creation;
- not violate the rights of any third party, including, but not limited to copyright or any other intellectual property right. For example, Entries must not defame, infringe or violate publicity or privacy rights of any person, living or deceased, or otherwise infringe upon any person's, entity's, or organization's personal or proprietary rights, including but not limited to, intellectual property rights;
- not have been previously used commercially, submitted to another challenge or contest, or won any other award;
- be in "good taste" and in keeping with the Sponsor's brand image and must not be explicit or offensive, as determined by the Sponsor, in its sole and absolute discretion;
- not contain any commercial content that promotes any product or service;
- not be false, inaccurate or misleading;
- not violate any law, statute, ordinance or regulation;
- not be defamatory, threatening, trade libelous, pornographic, or obscene, and further not contain, depict, include, discuss, or involve, without limitation, any of the following: nudity; sexual activity, or sexual innuendo; crude, vulgar, or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, or religious groups; content that endorses, condones, or



discusses any illegal, inappropriate, or risky activity, behavior, or conduct; personal information of individuals, including without limitation, names and addresses (physical or e-mail); conduct or other activities in violation of these Rules; commercial messages, comparisons, or solicitations for products or services other than those of Sponsor; any identifiable third party products and/or trade-marks, brands or logos; and any other content that is or could be considered inappropriate, unsuitable, or offensive, all as determined by the Sponsor in its sole discretion;

- not instigate others to commit illegal activities or violate human rights; and
- not contain any viruses, worms, or other interfering computer programming.

Sponsor's right to use an Entry must not be restricted in any way. Each entrant must be able to provide legal releases for use of their Entry by the Sponsor in any format, and materials related to the Challenge, including in relation to any third party's name or work ("**Third Party Elements**") included in the Entry.

All entries are collectively referred to as "Entries." Your Entry will be rejected if (in the sole and absolute discretion of the Sponsor) the Entry is not fully completed and submitted during the applicable Challenge Period. Use (or attempted use) of any automated, macro, script, robotic, or other system(s) or program(s) to enter or otherwise participate in or disrupt the Challenge is prohibited and is grounds for disqualification by the Sponsor. The Releasees (defined below) are not responsible for late, lost, misdirected, delayed, incomplete, or incompatible Entries (all of which are void).

All Entries are subject to verification at any time for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) to participate in the Challenge. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification.

The sole determinant of the time for the purposes of a valid Entry in the Challenge will be the Contest server machine(s).

By participating in the Challenge and submitting an Entry or Entries (as applicable), whether during the First or Second Round Challenge Period, each entrant: (i) grants to the Sponsor all intellectual property rights of any kind (including, without limitation, all copyright and patent rights) in and to the Entry or Entries, and to the Question or Solution described in the Entry or Entries, including but not limited to rights to reproduce, distribute, and display the Entries for any reason in any media now or hereafter known; to create derivative works of the Entries; and to implement



the Solutions described in the Entries; (ii) waives all moral rights in his/her Entry or Entries in favor of the Sponsor; and (iii) agrees to release and hold harmless the Sponsor, Google, Facebook, Instagram, and their agents, employees, directors, successors, assigns, and contractors (“**Releasees**”) from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement, or any other intellectual property related cause of action that in any way relates to the Challenge or the Entries or any other action, suit, debt due, or damages. The Sponsor reserves the right, in its sole and absolute discretion, to post any Entry on the Challenge Website, as well on any or all of the Sponsor’s social media sites (“**Social Site(s)**”) or any other affiliated media channels and applications, without further consent or compensation to the entrant. Display or publication of any Entry on any website owned, maintained or affiliated with the Sponsor does not indicate the entrant will be selected as a winner under the terms of the Challenge. Sponsor will not be required to pay any additional consideration or seek any additional approval in connection with such use. Additionally, by entering, each entrant grants to Sponsor the unrestricted right to use all statements made in connection with the Challenge, or choose not to do so, at its sole discretion. Sponsor will not be required to pay any additional consideration or seek any additional approval in connection with such use.

If an Entry contains any material or elements that are not owned by the entrant or which are subject to the rights of third parties, the entrant is responsible for obtaining prior to the submission any and all releases and consents necessary to permit the exhibition and unrestricted reproduction, distribution, display, and creation of derivative works of the Entry in connection with the Challenge and promotion of the Challenge, in any media now or hereafter known without additional compensation. Failure to provide such releases upon request by the Sponsor may result in disqualification at any time during the Challenge and selection of an alternate winner.

Each entrant further agrees to defend, indemnify and hold harmless the Releasees from any and all claims, liabilities, damages, expenses and costs (including legal fees) brought or asserted by or on behalf of any third party against any of the Releasees arising in connection with entrant’s participation in the Challenge, including but not limited to claims arising from any allegation that an Entry infringed a third party’s intellectual property, publicity, privacy, proprietary or confidentiality rights, or defamed or otherwise caused harm to a third party.

7. THE PRIZES: A total of up to USD \$16,500 in prizes will be available to be won during the Challenge Period. The First Round Challenge Prize winners will be the up to five (5) entrants who uploaded a Challenge Question selected by the Panel to be the subject of the Second Round Challenge. First Round Challenge Prize winners will each receive up to \$100.00. The Second Round Challenge Prize winners will be the up to three (3) entrants who uploaded the best Challenge Solutions as selected by



the Panel. Second Round Challenge Prize Winners will each receive up to \$5,000. Prize amounts are variable based on significance, impact, innovation, and thoughtfulness of ideas.

8. PRIZE WINNER SELECTION, NOTIFICATION AND CONFIRMATION PROCESS:

The Panel will select the First and Second Round Challenge winners based on significance, impact, innovation, and thoughtfulness of ideas.

After the Selection Dates of the First and Second Round Challenge winners, the Sponsor or its designated representative will make a minimum of one (1) attempt to contact each eligible prize winner by email. BEFORE BEING DECLARED THE CONFIRMED WINNER OF A PRIZE, each eligible prize winner must sign and return within four (4) business days of notification an Acceptance Form prepared by the Sponsor, which, among other things: (i) confirms compliance with these Rules; (ii) provides any releases required under section 6 above; (iii) confirms in writing his/her agreement to release the Releasees from any and all claims, damages, liabilities, costs, and expenses (including attorney's fees) arising in connection with entrant's participation in the Challenge, including but not limited to claims arising from any allegation that an Entry infringed a third party's intellectual property, publicity, privacy, proprietary or confidentiality rights, or defamed or otherwise caused harm to a third party; (iv) confirms agreement to assign all intellectual property rights in and to his/her Entry and the Question or Solution described in the Entry and waives his/her moral rights in the Entry in favor of the Sponsor; and (v) agrees to the publication, reproduction and/or other use of his/her name, address, voice, and statements about the Challenge without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast, or the internet. If an eligible prize winner: (a) fails to return the properly executed Acceptance Form (including any necessary releases and permissions and tax forms) within the specified time; and/or (b) cannot accept the applicable prize as awarded for any reason, then he/she will be disqualified (and will forfeit all rights to a prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to request the Panel to select an alternate eligible Entry and associated entrant to be the eligible winner of the applicable prize (in which case the foregoing provisions of this section shall apply to such new eligible winner).

Prize winners are responsible for submitting any required tax forms to ASCP and for payment of all taxes of any kind associated with their prize amounts. Winners in the US will receive a check with the prize amounts by U.S. mail. Winners who do not reside in the United States will receive payment by electronic wire payment and will be contacted to obtain information needed to facilitate that payment. The amounts actually received by winners who do not reside in the United States may be less than the stated prize amounts due to exchange rate fluctuations and banking fees.



9. GENERAL CONDITIONS:

a. By entering the Challenge, each entrant agrees to the use of his/her Entry, along with his/her name, address, voice, and statements about the Challenge without further notice or compensation, in any publicity or advertisement carried out by the Sponsor in any manner whatsoever, including print, broadcast or the Internet.

b. The Releasees will not be liable for: (i) any failure of the Website or third party websites during the Challenge; (ii) any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment, or software; (iii) the failure of any Entry to be received or recorded for any reason, including, but not limited to, technical problems or traffic congestion on the Internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Challenge; and/or (v) any combination of the above.

c. The Releasees assume no responsibility for lost, delayed, incomplete or misdirected Entries. This Challenge is subject to all applicable federal, state, provincial, municipal, or other applicable laws of whatever nature. The decisions of the Sponsor with respect to all aspects of this Challenge are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Entries and/or entrants.

d. In the event of a dispute regarding who submitted an Entry, Entries will be deemed to have been submitted by the authorized account holder of the account used to upload the Entry. An entrant may be required to provide proof (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) that he/she is the authorized account holder of the account associated with the Entry in question and that he/she has all necessary consents, permissions, and/or licenses as required by these Rules.

e. The Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Challenge (or to amend these Rules) in any way, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Challenge in any way (as determined by Sponsor in its sole and absolute discretion) is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Contest, or to amend these Rules, without prior notice or obligation, in the event



of any accident, printing, administrative, or other error of any kind, or for any other reason.

f. Without limiting the generality of the foregoing, the Sponsor reserves the right, in its sole discretion, to disqualify any entrant's Entry in the Challenge or entitlement to a prize, if the Sponsor, in its sole discretion, determines or suspects that the entrant has attempted to undermine the legitimate operation of the Challenge by cheating, hacking, deception, use of multiple mice or other fraudulent, deceptive, or unfair playing practices (including, without limitation, any Entries generated by script, macro, robotic, programmed, or any other automated means). Entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will automatically be disqualified.

g. By entering the Challenge, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing, and using the personal information submitted with his/her Entry for the purpose of administering the Contest and in accordance with Sponsor's Privacy Policy. Sponsor's Privacy Policy can be found at: <https://www.ascp.org/content/docs/default-source/policy-statements/privacy-policy.pdf>.

h. The Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant or Entry with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Challenge as contemplated in these Rules, or for any other reason.

i. All intellectual property used by the Sponsor in connection with the promotion and/or administration of the Challenge, including, without limitation, all trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned (or licensed, as the case may be) by the Sponsor in the United States and elsewhere. All rights are reserved. Unauthorized copying or use of any such intellectual property without the express written consent of its owner is strictly prohibited.

j. In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Challenge-related materials, including, but not limited to: the Challenge Website or any advertising or promotions for the Challenge, the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by law.



k. Standard data rates apply to entrants who participate via a wireless mobile device. Please call your service provider for pricing and service plan information and rates before mobile device participation.

l. THIS CONTEST IS VOID WHERE PROHIBITED. Entrants agree that this Challenge shall be subject to and governed by the laws of the State of Illinois (without regard to conflicts of law principles). Any controversy or claim arising out of or relating to the Challenge shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction hereof. Entrants further agree that (i) no arbitration proceeding shall be certified as a class action or proceed as a class action, or on a basis involving claims brought in a purported representative capacity on behalf of the general public or persons similarly situated, and (ii) no arbitration proceeding shall be consolidated with, or joined in any way with, any other arbitration proceeding. ENTRANTS AGREE TO ARBITRATE ALL DISPUTES ON AN INDIVIDUAL BASIS AND EACH WAIVES THE RIGHT TO PARTICIPATE IN A CLASS ACTION.

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