

# TERMS & CONDITIONS

## OFFICIAL RULES

The following are the Official Rules (the “Rules” ) governing the RWJF Opioid Challenge (the “Challenge” ) sponsored by the Robert Wood Johnson Foundation (the “Sponsor” ).

**SUBMISSION OF AN ENTRY (AS DEFINED BELOW) IN THE CHALLENGE CONSTITUTES FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE RULES. NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR TO WIN.**

**ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS APPLY. THE CHALLENGE IS VOID WHERE OTHERWISE PROHIBITED BY LAW.**

**1. ADMINISTRATOR:** The administrator of the Challenge is Health 2.0, LLC, 350 Townsend Street, #403, San Francisco, CA 94107 (the “**Administrator**” ).

**2. ELIGIBILITY:** The Challenge is open only to (a) business and nonprofit entities formed and maintaining a principal place of business in the United States and (b) individuals and teams of no more than five individuals, who are (i) citizens or permanent residents of the United States and (ii) of the legal age of majority, at the time of entry, to form valid contracts in their respective jurisdiction of legal residence (each individual, each team, each individual member of a team, and each entity is referred to as an “**Entrant**” in these Rules). Affiliated Persons (as defined below) are ineligible to participate in the Challenge.

***Special note to Entrants who are entering as part of a team:*** If an Entrant enters as part of a team, the Entrant understands and agrees that submission of an Entry constitutes a representation and warranty by Entrant that all of the members of the team have read and accepted the Rules. Furthermore, an Entrant that is part of a team understands and agrees that if his/her team is selected to receive a Prize (as defined below), the team is responsible for ensuring the funds are appropriately distributed to each member of the team and each member of the team must agree upon the method of payment. In addition, once a team has registered, the team may not add,

remove, or substitute members or otherwise change the composition of the team for the duration of the Challenge. Finally, the eligibility of the Entrant is tied to the team's eligibility; if one member of the team does not comply with these Rules or is disqualified, the team as a whole will be disqualified.

***Special note to Entrants who are entering as an entity:*** If an Entrant is entering as part of an entity, the Entrant warrants that the appropriate officers, executives, managers, or other persons who have the authority to approve Entrant's Entry into this Challenge have approved the Entrant's Entry and the Entrant understands that these terms will be binding on both the Entrant and his/her entity. Furthermore, the Entrant understands that if the Entrant enters without obtaining the appropriate approval, the Sponsor may, in its sole discretion, disqualify the Entrant's Entry. Finally, if an entity is selected to receive a Prize, an officer or person entitled to bind the entity will be required to validate that the Entrant is entitled to receive the Prize on the behalf of the entity and the officer or person entitled to bind the entity must provide the appropriate information for payment of the Prize. Entrants who are determined at any time to have violated the eligibility criteria will be disqualified from the Challenge.

As used herein, the term **"Affiliated Persons"** means (a) the trustees, directors, officers, shareholders, members, employees, clients (with respect to the Administrator only), contractors, agents, representatives and affiliates of the Sponsor, the Administrator and any entity associated with the funding, administration, or processing of the Challenge and (b) the members of the Immediate Family (as defined below) of any of the persons identified in the foregoing clause (a). The term "Immediate Family" includes a person's spouse/domestic partner and the parents, siblings, children and grandchildren of the person and his or her spouse/domestic partner.

**3. CHALLENGE DESCRIPTION:** The Challenge seeks to develop applications (in accordance with the technical specifications posted on the Challenge Website (as defined below) that help support and connect individuals affected by opioid addiction. The Challenge will be conducted in two phases with the goal of producing a functioning prototype: During Phase 1, five winning Entrants will be selected as finalists from the entries submitted during the Entry Period (as defined below) (each, a "Finalist" ). Phase 2 will be open only to the Finalists selected from Phase 1. Entry into the Challenge does not constitute entry into any other challenge or promotion that may be offered by the Sponsor or the Administrator.

**4. PRIZES:** The following prizes are available to be awarded in this Challenge (each, a “Prize” ):

- Each of the Finalists chosen during Phase 1 will receive a prize of \$5,000.
- The first place winner chosen during Phase 2 will receive a prize of \$50,000.
- The second place winner chosen during Phase 2 will receive a prize of \$15,000.
- The third place winner chosen during Phase 2 will receive a prize of \$10,000.

It is anticipated that Prizes will be distributed within ninety days of the announcement of the winners.

Winners may be required to execute an Affidavit of Eligibility, a Liability Release, and a Publicity Release (collectively, the “Prize Claim Documents” ) as a condition to receiving a Prize. If a winner fails or refuses to sign and return all Prize Claim Documents within five days of the Sponsor’s and/or the Administrator’s request (or a shorter time as exigencies may require), the winner may be disqualified and an alternate winner may be selected. No more than the advertised number of prizes will be awarded. Prizes will be delivered only to an address in the United States. THE WINNER IS RESPONSIBLE FOR REPORTING AND PAYING ANY INCOME TAXES OR OTHER TAXES THAT MAY APPLY TO ACCEPTING A PRIZE; THE SPONSOR AND THE ADMINISTRATOR ARE NOT RESPONSIBLE FOR AND WILL NOT PAY ANY SUCH TAXES.

**5. HOW TO ENTER:** The first phase of the entry period for the Challenge will begin on January 29, 2018 and ends at 11:59 p.m. Eastern Standard Time on March 22, 2018 (the “Entry Period” ). The second phase of the entry period will end on September 19, 2018.

Eligible individuals and entities interested in entering the Challenge may submit an Entry during the Entry Period through the Challenge website located at <http://www.opioidchallenge.com> (the “Challenge Website” ). The Sponsor and the Administrator reserve the right, in addition to those other rights reserved herein, to modify any dates or deadlines set forth in these Rules or otherwise governing the Challenge.

As described on the Challenge Website, entries must include: (a) 1 line overview of the solution (b) Slide deck including description of the solution and overarching goal, how it helps to improve quality of life for individuals affected by opioid addiction and product development & growth plan (c) A mockup or wireframe of the solution’s design, (Phase 2), (d) A 500-word description of the app or tool describing its utility and what makes it

user-centered (e) A brief video pitch describing the solution and how it would be used and what makes it impactful (f) A link to a working application or tool.

Entries must be received during the Entry Period. The Sponsor is not responsible for entries that are late, lost, stolen, misdirected or non-deliverable due to any reason whatsoever, including, and without limitation, online communication malfunction or failure, computer or computer program malfunction or failure or human error that may occur in the processing of entries to this Challenge. In the event of a dispute about the identity of any Entrant, an online registration will be declared as if made by the authorized account holder of the e-mail address submitted at time of entry.

Unlawful, plagiarized, third-party intellectual property infringing, unintelligible, illegible, obscene, indecent or incomplete entries will be disqualified in the Sponsor's sole discretion. The Sponsor reserves the right to scrutinize all new Entries for these requirements at any time during or after the Challenge.

The Sponsor and the Administrator each reserves the right in their sole discretion to disqualify any Entrant who is found to be tampering with the entry process or the operation of the Challenge or the Challenge Website or other Challenge-related websites, to be acting in violation of these Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Challenge, or to annoy, abuse, threaten, or harass any other person.

Except as otherwise stated in these Rules, personal information collected in connection with the Challenge will be used by Sponsor and the Administrator in accordance with Sponsor's privacy policy, located [here](#), and with any additional consent given by an entrant at the time of entry. Subject to Section 8 below, all Entries become the property of Sponsor and will not be acknowledged or returned.

**6. REPRESENTATIONS AND WARRANTIES:** By participating in the Challenge, each Entrant represents, warrants, and agrees that: (a) Entrant is the sole author, creator, and owner of the Entry; (b) the Entry is not the subject of any actual or threatened litigation or claim; (c) the Entry does not and will not violate or infringe upon the intellectual property rights, privacy rights, publicity rights, or other legal rights of any third party; (d) the Entry does not and will not contain any harmful computer code (sometimes referred to as "malware," "viruses" or "worms"); and (e) the Entry, and Entrant's use of the Entry, does not and will not violate any applicable laws or regulations, including, without limitation, applicable export control laws and regulations of the United States and other jurisdictions. If the Entry includes any third party works

(such as third party content or open source code), the Entrant must provide the Sponsor with all appropriate licenses and releases for such third party works. In the event the Entrant cannot provide all such required licenses and releases, the Sponsor reserves the right, in Sponsor's sole discretion, to disqualify the applicable Entry, or seek to secure the licenses and releases for the Sponsor's benefit and allow the applicable Entry to remain in the Challenge.

**7. INDEMNIFICATION:** Each Entrant, by submitting an Entry, agrees to indemnify, defend, and hold harmless the Sponsor, the Administrator, and each of their respective directors, trustees, officers, employees, agents, consultants, and successors and assigns, from and against all third party claims, actions, or proceedings of any kind and from any and all damages, liabilities, costs, and expenses relating to or arising from Entrant's Entry or any breach or alleged breach of any of the representations, warranties, and covenants of Entrant hereunder.

**8. LICENSE: EACH ENTRANT RETAINS FULL TITLE AND OWNERSHIP IN AND TO THEIR ENTRY.** By participating in the Challenge, each Entrant hereby irrevocably grants to each of the Sponsor and the Administrator a non-exclusive, royalty free, sub-licensable, worldwide, license and right to use the Entry to the extent necessary to administer the Challenge, and to publicly perform and publicly display the Entry, including, without limitation, for advertising and promotional purposes relating to the Challenge. The Entrants selected as winners of the Challenge, as a condition to accepting their respective Prizes, hereby grant the Sponsor a non-exclusive, perpetual, royalty free, sub-licensable, worldwide, license and right to post on the Sponsor's website (a) such Entrants' Entries and/or any related supplemental entry materials (via web link, iframe, or other presentation modality) and/or (b) a web link to a third party website or app store at which the Entrant's application can be downloaded or purchased. Each such Entrant also agrees that it will execute all such documents and take all such actions necessary to complete or evidence these license rights. Notwithstanding the foregoing, each Entrant acknowledges that the Sponsor is a philanthropy that in the course of its normal charitable activities makes grants for projects across a wide range of disciplines and that the Sponsor may currently fund or may in the future make grants for projects that may be directly or indirectly related to Entries submitted for the Challenge. By submitting an Entry, each Entrant acknowledges and agrees that the Sponsor shall have no liability for making grants to projects that involve ideas, procedures, processes, systems, methods of operation, concepts, or principles that may also be present in an Entry.

**9. PUBLICITY RELEASE:** By participating in the Challenge, in addition to any other rights granted herein or which may be granted in any other agreement entered into between the Sponsor and/or the Administrator, on the one hand, and any Entrant, on the other hand, each Entrant, to the extent allowed by applicable law, hereby irrevocably (a) grants to each of the Sponsor and the Administrator the right to use such Entrant's name, likeness, image, and biographical information in any and all media for any purpose, including, without limitation, advertising and promotional purposes relating to the Challenge and (b) releases Sponsor and Administrator from any liability with respect thereto.

**10. WINNER SELECTION/JUDGING CRITERIA:** A panel of judges chosen by the Sponsor (collectively, the “**Judges**”) will select winning Entries from all eligible entries based on the following judging criteria:

Phase I:

- **Innovation:** Creativity and uniqueness of the solution
- **Scalability:** Potential for widespread adoption
- **UX/UI:** Overall design and intuitiveness of the solution

Phase II:

- **Impact:** Overall potential to improve quality of life for those affected by opioid addiction
- **Potential for Adoption:** Likelihood that the solution will be well-received and use retained by the end user
- **Strength of Presentation:** Overall strength of live pitch presentation at the Health 2.0 2018 Fall Conference

The judging criteria are to be applied in the sole discretion of the Judges. By participating in the Challenge, each Entrant into the Challenge acknowledges and agrees to: (a) demonstrate the functionality of its application in a live format and/or allow the Judges, Sponsor, and/or Administrator to physically test the functionality of the application, in each instance if requested by the Judges, Sponsor, and or Administrator, and (b) be bound by and not challenge the final decision of the Judges.

**11. NOTICE TO WINNERS:** Attempts to notify potential winners will be made using the contact information provided on the winner's Official Entry Form. The Sponsor and the Administrator are not responsible for e-mail or other communication problems of any kind. If, despite reasonable efforts, a potential winner does not respond within five days

of the first notification attempt (or a shorter time as exigencies may require), or if the Prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit the Prize and an alternate winner may be selected. If any potential prize winner is found to be ineligible, or the Entrant in question has not complied with these Rules or declines the applicable Prize for any reason prior to award, such potential prize winner will be disqualified and an alternate winner may be selected.

**12. GENERAL LIABILITY RELEASE:** Each Entrant agrees that the Sponsor and the Administrator (a) shall not be responsible or liable for any losses, damages, or injuries of any kind (including death) resulting from participation in the Challenge or any Challenge-related activity, or from entrants' acceptance, receipt, possession, use, or misuse of any Prize, and (b) have not made any warranty, representation, or guarantee, express or implied, in fact or in law, with respect to any Prize, including, without limitation, regarding such prize's merchantability or fitness for a particular purpose. The Sponsor and the Administrator assume no responsibility for any damage to an Entrant's computer system which is occasioned by accessing the Challenge Website or other Challenge-related websites or participating in the Challenge, or for any computer system, phone line, hardware, software, or program malfunctions, or other errors, failures, delayed computer transmissions, or network connections that are human or technical in nature.

**13. FORCE MAJEURE:** In the event an insufficient number of eligible entries is received or the Sponsor and/or the Administrator is prevented from awarding a Prize or continuing with the Challenge as contemplated herein by any event beyond its control, including, without limitation, fire, flood, natural or man-made epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within the Sponsor's and/or the Administrator's control ( "**Force Majeure**" ), the Sponsor shall have the right to modify, suspend, or terminate the Challenge. If the Challenge is terminated for Force Majeure before expiration of the Challenge Period, the Administrator will (if reasonably possible) select a winner from all eligible, non-suspect entries received as of the date of the event giving rise to the termination.

**14. MODIFICATION OF THE RULES:** These Rules cannot be modified or amended in any way except in writing by Sponsor. The invalidity or unenforceability of

any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**15. GOVERNING LAW/JURISDICTION:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION, AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS, SPONSOR AND/OR ADMINISTRATOR IN CONNECTION WITH THE CHALLENGE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW JERSEY WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAWS RULES OR PROVISIONS. ANY LEGAL CLAIMS ARISING FROM OR RELATING TO THE CHALLENGE OR THESE OFFICIAL RULES MUST BE BROUGHT IN THE FEDERAL OR STATE COURTS LOCATED IN MIDDLESEX COUNTY, NEW JERSEY, AND EACH ENTRANT HEREBY CONSENTS AND WAIVES ANY OBJECTION TO THE JURISDICTION OF SUCH COURTS FOR SUCH DISPUTES.

**16. WINNERS LIST:** The names of the winners will be posted at <http://www.opioidchallenge.com> for such period of time as the Sponsor and Administrator deem reasonable.