

## **Terms and Conditions**

Psychiatry Innovation Lab at the American Psychiatric Association Annual Meeting (the “Lab”)

### **Official Rules**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. SPONSOR:

The sponsor of this Lab is the American Psychiatric Association, located at 800 Maine Avenue SW, Suite 900, Washington, DC 20024 (“Sponsor”).

### **PURPOSE OF THE LAB:**

The Psychiatry Innovation Lab at the Annual Meeting aims to accelerate progress in mental health by catalyzing the formation of innovative ventures that improve the delivery of quality mental health care.

### **LAB DESCRIPTION:**

The Lab will accept online submissions for selection as a Finalist, Innovation Leader, or Judge from January 1, 2019 until 11:59 p.m. United States Eastern Standard Time on March 17, 2019. The Sponsor and Chair will select 7 entries as Finalists to present their idea at the live event on May 19, 2019 from 12:00 p.m. to 5:00 p.m. in the Mental Health Innovation Zone at the Moscone Center in San Francisco, CA. The Sponsor and Chair will also select entries as Innovation Leaders to join the audience at the live event on May 19, 2019 from 12:00 p.m. to 5:00 p.m. in the Mental Health Innovation Zone at the Moscone Center in San Francisco, CA. The Sponsor and Chair will also select entries as Judges to offer feedback to the Finalists and select the winners at the live event on May 19, 2019 from 12:00 p.m. to 5:00 p.m. in the Mental Health Innovation Zone at the Moscone Center in San Francisco, CA.

### **ELIGIBILITY:**

The Lab is open to any individual or team who registers for the APA Annual Meeting. Any individual or team is welcome to submit ideas and eligible to be a Finalist, providing that they agree to be present at the live event on May 19, 2019 from 12:00 p.m. to 5:00 p.m. at the Moscone Center and abide by the “Entrant” qualifications detailed below. Non-APA members with any professional background are invited to apply for consideration as an Innovation Leader, which will aim to assemble a diverse group of professionals who contribute to

improving mental health care delivery. The submitters of the original entry will be the only persons eligible to receive a cash prize (unless that individual is found ineligible), even if additional persons—including Innovation Leaders and other members of the event audience—contribute to the final pitch.

## HOW TO ENTER:

To enter, go to the website located at <http://apapsy.ch/PIL19> (“Lab Website”) and 1) complete the Official Entry Form and upload your YouTube submission video (Videos must be listed as public.) and 2) submit your video-recorded Lab entry demonstrating your submission’s capabilities and functionality (hereinafter collectively referred to as “Submission”) according to the instructions posted on the Lab Website. Each Submission entered into the Lab must meet the “Submission Requirements” (see below). Any Submission that, in Sponsor or Chair’s sole discretion, does not meet the Submission Requirements will be disqualified. Once a submission is made, no changes or alterations to the Submission are permitted. Multiple submissions by a single team, or an individual on multiple teams, are permitted.

## SUBMISSION REQUIREMENTS:

Submissions must be received before 11:59 p.m. ET on March 17, 2019 to be eligible. Chair is the official timekeeper for the Lab. In the event a dispute regarding the identity of the team member(s) who submitted the entry cannot be resolved to the Sponsor’s and/or Chair’s satisfaction, the affected entry will be deemed ineligible. Except as otherwise stated in these Official Rules, personal information collected in connection with the Lab will be used by Sponsor in accordance with Sponsor’s privacy policy available at <https://www.psychiatry.org/terms> and by the Chair with any additional consent given at the time of entry. All information and materials, including any copy of the Submission submitted to Sponsor, become the property of Sponsor and Chair and will not be acknowledged or returned. Proof of submission is not considered proof of delivery to or receipt of such entry. Furthermore, Sponsor and Chair shall have no liability or responsibility for any error, omission, interruption, deletion, theft, or destruction, or unauthorized access to or alteration of, Submissions.

## REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION:

By participating in the Lab, each “Entrant” (consisting of the team and each of the team’s individual members, collectively) represents, warrants, and covenants as follows: a) Entrant is the sole author, creator, and owner of the Submission; b) the Submission is not the subject of any actual or threatened litigation or claim pertaining to the Submission; c) the Submission 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 Submission does not and will not

contain any harmful computer code (sometimes referred to as “malware,” “viruses,” or “worms”); and e) the Submission, and Entrant’s use of the Submission, does not and will not violate any applicable laws or regulations, including, without limitation, applicable export control laws and regulations of the U.S. and other jurisdictions. If the Submission includes any third-party works (such as third-party content or open source code), Entrant must be able to provide, upon Sponsor and/or Chair’s request, all appropriate licenses and releases for such third-party works. In the event Entrant cannot provide all required licenses and releases, Sponsor reserves the right, in Sponsor’s sole discretion, to disqualify the applicable Submission or seek to secure the licenses and releases for Sponsor’s benefit and allow the applicable Submission to remain in the Lab. Entrants will indemnify, defend, and hold harmless Sponsor and Chair from and against all third-party claims, actions, and proceedings of any kind and from any and all damages, liabilities, costs, and expenses relating to or arising from Entrant’s Submission or any breach or alleged breach of any of the representations, warranties, and covenants of Entrant hereunder. Sponsor and/or Chair reserve the right to disqualify any Submission that Sponsor and/or Chair, in their sole discretion, deem to violate these Official Rules.

## **SUBMISSION LICENSE:**

EACH ENTRANT RETAINS TITLE AND FULL OWNERSHIP IN AND TO THEIR SUBMISSION. ENTRANT EXPRESSLY RESERVES ALL INTELLECTUAL PROPERTY RIGHTS NOT EXPRESSLY GRANTED UNDER THIS AGREEMENT. By participating in the Lab, each Entrant hereby irrevocably grants to Sponsor and Chair a non-exclusive, royalty free, worldwide, perpetual, and irrevocable license and right to use the Submission and to distribute, publicly perform, publish, publicly display, copy, reproduce (in any form or medium), modify, and create derivative works of the Submission and any derivative works thereof in any media form now or hereafter known for any purpose whatsoever, including, without limitation, for advertising and promotional purposes relating to the Lab and subsequent challenges and for purposes related to APA’s mission and business objectives or otherwise, including but not limited to, posting on the APA or an affiliate’s website. If Entrant desires to sell or transfer its ownership in Submission at any time, Entrant shall provide reasonable advance written notice to APA, and APA shall have the right of first offer, which APA shall exercise or decline without unreasonable delay.

## **PUBLICITY RELEASE:**

By participating in the Lab, in addition to any other grants granted herein or which may be granted in any other agreement entered into between Sponsor and/or Administrator, each Entrant hereby irrevocably a) grants to Sponsor and Chair 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 Lab and b) releases Sponsor and Chair from any liability with respect thereto.

## **WINNER SELECTION/EVALUATION CRITERIA:**

All entries will be screened with regard to obvious intellectual property conflicts or any legal issues or safety/regulatory issues and whether they fall into a category outside an area of interest for the Lab. The Sponsor and Chair will select 7 top potential winning teams (“Finalists”), Innovation Leaders, and Judges, from all eligible entries prior to the event. At the Lab event on May 19, Judges will choose winners based on criteria announced at the event. The evaluation criteria shall be applied at the sole discretion of Sponsor and Judges. By participating in the Lab, each Entrant into the Lab acknowledges and agrees that such evaluations may differ from person to person and agrees to be bound by, and not challenge, the final decisions of Sponsor and the individual Judges.

Note: Each Potential Winner is only eligible to receive a prize. Each Potential Winner must complete the Prize Conditions described below in order to receive a prize.

## **NOTICE TO POTENTIAL WINNERS:**

Attempts to notify Potential Winners will be made using the contact information provided on Potential Winner’s Official Entry Form. Sponsor and Chair are not responsible for fax, mail, email, or other communication problems of any kind. If, despite reasonable efforts, a Potential Winner does not respond within three (3) 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 his or her prize and an alternate Potential Winner may be selected. If any Potential Winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the applicable prize for any reason prior to award, such Potential Winner will be disqualified and an alternate Potential Winner may be selected. Sponsor shall successively attempt to contact up to two (2) alternate Potential Winners for each prize, in accordance with such procedure, and if there is still no confirmed Potential Prize Winner after such attempts have been made, the applicable prize may go unawarded.

## **ANTICIPATED NUMBER OF ENTRANTS:**

Many will enter and up to 7 Submissions will be selected as Finalists, up to 40 Submissions will be selected as Innovation Leaders, and up to 5 Submissions will be selected as Judges. If an insufficient number of Submissions are deemed worthy, fewer than seven (7) potential Finalists, forty (40) Innovation Leaders, and five (5) Judges may be chosen. Sponsor and Chair

cannot predict the number of Entrants who will participate in the Lab. The Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend the Lab if there are an insufficient number of viable entries.

## PRIZE CONDITIONS:

As conditions precedent to receiving the above-described prizes, each individual member of a team that is a Potential Winner must a) execute an Affidavit of Eligibility, a Liability Release, and (where imposing such a condition is legal) a Publicity Release (collectively “Prize Claim Documents”) [If a Potential Winner fails or refuses to sign and return all Prize Claim Documents within three (3) days of Sponsor’s and/or Chair’s request (or a shorter time as exigencies may require), the Potential Winner may be disqualified and an alternate Potential Winner may be selected.] and b) work with Sponsor to develop a “publication-ready” written explanation/description of the Submission. Upon satisfactory completion of the conditions precedent described above as determined by the Sponsor, each Potential Winner shall be a winner. The written explanation/description must be completed no later than seven (7) days after the APA Annual Meeting at the Sponsor’s request. Prizes are not transferrable prior to award.

## PRIZES:

Subject to the conditions below being met, there will be prizes awarded:

- Grand Prize
- Audience Prize, presented by Tristan Gorrindo, M.D., APA Director of Education
- Innovation Passes awarded to Innovation Leaders
- Specialty Prizes in categories decided by the Sponsor and Chair and promoted prior to the live event
- Each Potential Winner, including team members and their Submission, may be featured on the APA website and social media accounts.

All expenses not specified are solely the winner’s responsibility. Additional prizes may be awarded. Prizes will be delivered only to an address in the U.S. No cash alternative or substitution or transfer of prizes will be allowed, except Sponsor reserves the right in its sole discretion to substitute prizes of comparable value, in whole or in part, for any reason. THE WINNER IS RESPONSIBLE FOR REPORTING AND PAYING ANY INCOME TAXES OR OTHER TAXES THAT MAY APPLY TO ACCEPTING A PRIZE; SPONSOR AND CHAIR ARE NOT RESPONSIBLE FOR AND WILL NOT PAY ANY SUCH TAXES. Cash prize will be awarded only to the winning team who signed the team’s Official Entry Form. The winner is responsible for dividing up the cash prize amongst its members, if and as desired.

## DATES/DEADLINES

Because of the unique nature and scope of the Lab, Sponsor and Chair reserve the right, in addition to those other rights reserved herein, to modify any dates or deadlines set forth in these Official Rules governing the Lab.

## GENERAL LIABILITY RELEASE/FORCE MAJEURE:

Each Entrant agrees that Sponsor and Chair a) shall not be responsible or liable for any losses, damages, or injuries of any kind (including death) resulting from participating in the Lab or any Lab-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. Entrants will indemnify, defend, and hold harmless Sponsor and Chair 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 participation in the Lab. Sponsor and Chair assume no responsibility for any damage to Entrant's computer system which is occasioned by accessing the Lab Website or other Lab-related websites or participating in the Lab, 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. Without limiting the generality of the foregoing, Sponsor and Chair are not responsible for incomplete, illegible, misdirected, misprinted, late, lost, postage-due, damaged, or stolen entries or prize notifications; or for lost, interrupted, inaccessible, or unavailable networks, servers, satellites, Internet Service Providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone, cable transmissions, or other communications; or for any technical malfunctions, failures, difficulties, or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor and Chair each reserve the right in their sole discretion to disqualify any individual, individual team member, or team which is determined to have tampered with the entry process or the operation of the Lab or Lab Website or other Lab-related websites, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Lab, or to annoy, abuse, threaten, or harass any other person, and Sponsor and Chair each reserve the right to seek damages and other remedies from any such person to the fullest extent permitted by law. In the event an insufficient number of eligible entries are received or Sponsor and/or Chair is prevented from awarding the prize or continuing the Lab as contemplated herein by an 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); 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 Sponsor's control ("Force Majeure"), Sponsor and/or Chair shall have the right to modify, suspend, or terminate the Lab. If the Lab is terminated for Force Majeure before expiration of the Lab Period, Sponsor and/or Chair 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. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with the law by a duly authorized representative of both Sponsor and Chair. The invalidity or unenforceability of any provision of these Official 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 Official 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. Sponsor's failure to enforce any term of these Official Rules or the Submission Agreement shall not constitute a waiver of that provision. Winners assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Lab or use of any prize.

If for any reason this Lab is not capable of running as planned, including, but not limited to, tampering, unauthorized intervention, fraud, or any other causes beyond the reasonable control of Sponsor, which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Lab, the Sponsor reserves the right in its sole discretion to cancel the Lab. If terminated, the Sponsor may, at its discretion, award the prize from among all non-suspect, eligible entries received up to the time of such action. In no event will more than the stated number of prizes be awarded.

Sponsor and Chair are not responsible for any errors, problems, or malfunctions relating to or in connection with the Lab, including, without limitation, errors, problems, or malfunctions which may occur in connection with the administration of the Lab, the announcement of the winners, the processing of entries or in any Lab-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, or human error, or electronic, computer, or telephonic malfunction, damage, error, omission, interruption, defect, delay in operation or transmission, or any combination thereof.

## **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 DISTRICT OF COLUMBIA 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 OF THESE OFFICIAL RULES MUST BE BROUGHT IN THE FEDERAL OR STATE COURTS LOCATED IN THE DISTRICT OF COLUMBIA.

## WINNERS LIST/OFFICIAL RULES

To obtain any legally required winners list (after the conclusion of the Lab) or a copy of these Official Rules, send a self-addressed envelope with the proper postage affixed to: Education Department, Attn: Psychiatry Innovation Lab, 800 Maine Avenue SW, Suite 900, Washington, DC 20024. Please specify “winners list” or “Official Rules” in your request.