



AMERICAN SOCIETY OF NEPHROLOGY

2017 INNOVATIONS IN KIDNEY EDUCATION CONTEST – OFFICIAL RULES

NO PURCHASE OR DONATION NECESSARY TO ENTER OR WIN. THIS IS A CONTEST OF SKILL.

A PURCHASE OR DONATION WILL NOT INCREASE YOUR CHANCE OF WINNING.

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. **SPONSOR:** American Society of Nephrology, Inc., 1510 H Street NW, Suite 800, Washington, DC 20005 (“**Sponsor**”).
2. **ELIGIBILITY:** The American Society of Nephrology Innovations in Kidney Education Contest (“**Contest**”) is only open to legal residents of the fifty (50) United States and District of Columbia, who are at least 18 years old at the time of entry, and who are students and trainees (undergraduate, graduate, medical, PhD, resident, medical fellow, and post-doc trainees), faculty, practicing nephrologists, and researchers at the time of entry. Contest begins 10:00 a.m. Eastern Time (ET) on May 22, 2017 and ends at 4:00 p.m. ET on August 25, 2017 (“**Contest Period**”). All employees, Councilors, and to the extent involved with this Contest, sales representatives, agents, consultants, contractors, advertising, marketing and promotional agencies, Sponsor’s panel of judges, and the immediate families (parent, child, sibling or spouse regardless of where they reside) and household members of each, are not eligible to enter or win. This Contest is subject to all applicable federal, state and local laws and regulations. This Contest is void outside the 50 United States and District of Columbia and where prohibited by law. Each Contest participant (“**Entrant**”) must have appropriate credentials for eligibility and Sponsor has the right to request, require and verify credentials at any time including but not limited to before any Entrant is deemed a Part 1 winner or a Part 2 winner; Sponsor has the right, in its sole discretion, to disqualify any Entrant that does not have satisfactory credentials in Sponsor’s sole opinion.
3. **TO ENTER:** NO PURCHASE OR DONATION IS NECESSARY TO ENTER. Beginning on May 22, 2017 at 10:00 a.m. ET and ending June 30, 2017 at 4:00 p.m. ET (“**Idea Submission Period**”), you may enter your idea for an innovative teaching tool that will teach medical students and residents aspects of nephrology, including renal physiology, pathophysiology, or clinical disease by submitting to Sponsor a completed and signed 2017 Official Contest Entry and Release Form (“**Entry Form**”) describing your idea that meets the criteria of the Contest **Submission Guidelines** below (collectively, the Entry and Release Form constitute an “**Entry**”). The Contest Entry Form is available online at www.asn-online.org/contest. **Entries may only be submitted online. All other methods, whether or not defined herein, are void.** Sponsor retains the right in its sole discretion to determine whether an Entry satisfies the requirements set forth herein. In the event of a dispute related to the Entrant of an electronic entry, the authorized holder of the applicable e-mail account shall be deemed the Entrant.
4. **SUBMISSION GUIDELINES:**
 - A. **PART 1 – IDEA SUBMISSION:** Part 1 consists of the submission of ideas (each an “**Idea**”) for an innovative teaching tool that will help teach nephrology. Entrants must submit Ideas for the Contest at www.asn-online.org/contest during the Idea Submission Period. Entrants must complete the Entry Form and submit their Idea in written text. Entries must address the following four (4) questions: 1) What aspect of nephrology does the teaching tool intend to teach? 2) What is (are) the learning objective(s) or expected outcome(s)? 3) What type of teaching tool will the Entrant develop? 4) How feasible is it to develop the Teaching Tool? Each written question response must not exceed two hundred and fifty (250) words. All elements of the Entry Form must be complete, and all Entries must be received within the Idea Submission Period to be considered for the Contest. Each Entrant may not submit more than one (1) Entry. For Entries submitted by a team of individuals, each individual is deemed an Entrant and may not submit more than one (1) Entry, whether individually or as a member of a team.
 - B. **PART 2 – TEACHING TOOL SUBMISSION:** Winners of Part 1 of the Contest (see Section 5 below) will be invited to develop a working model of their video, smartboard talk, game, app, or other electronic teaching instrument (“**Teaching Tool**”). Models must be submitted prior to the end of the Contest Period. Each Teaching Tool entry must be submitted by video and cannot exceed three (3) minutes in length (videos longer than 3 minutes will be disqualified). The actual tool and any supporting documentation must be emailed to education@asn-online.org.
 - C. **GENERAL:** Entries must be completed in English. Entries generated by script, macro, or other automated means and Entries by any means which subvert the entry process are void. Ideas must be the original work of the Entrant; may not have been published previously; must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; and must be suitable for publication. All Entry materials (included

Ideas and Teaching Tool models) become the property of Sponsor upon submission and will not be acknowledged or returned.

Additional Entry Requirements: Entry may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- contains commercial trademarks, logos, or trade dress (such as distinctive packaging or commercial building exteriors/interiors) owned by others; contains any personal identification;
- contains copyrighted materials owned by others;
- promotes any particular political agenda or message;
- appears to intentionally duplicate any other submitted Entries, as determined by the date received;
- defames, misrepresents or contains disparaging remarks about other people or companies;
- violates any law or the privacy, publicity, copyright or other rights of any person or entity; or
- is determined by Sponsor not to be consistent with Sponsor's mission or the goals or spirit of the Contest.

By submitting an Entry, Entrant represents, warrants and covenants that he/she owns or otherwise controls all rights in his/her Entry materials and any other materials provided by Entrant and that his/her Entry does not violate any law, regulation or any right of any other person or entity, and that he/she consents to the submission and use of the Entry materials and any other materials provided by Entrant in the Contest and to its use as otherwise set forth herein, and grants permission for the Entry to be posted on www.asn-online.org and/or any other websites controlled by or affiliated with Sponsor. Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of Entries by third parties. Released Parties do not guarantee the posting of any Entry. No changes are permitted to any Entry after submission, subject to Sponsor's sole discretion to make limited exceptions based on particular circumstances.

5. SELECTION OF WINNER:

A. **Panel of Judges:** All Idea submissions will be reviewed and judged by a panel selected by the Sponsor ("**Panel of Judges**"), which will consist of at least five (5) individuals from the community of nephrology students, trainees, educators, researchers and practitioners.

B. **Part 1 – Finalist Determination:** All eligible Entries submitted will be reviewed by the Panel of Judges during the thirty (30) day period following the Idea Submission Period. Up to six (6) Ideas will be selected as "Finalists" based on the following criteria:

- Relevance
- Creativity
- Portability
- Feasibility

All Finalists will be notified by Sponsor on or about July 14, 2017.

C. **Part 2 – Winner Determination:** From the Entrants that are selected as Finalists who elect to participate in Part 2 by submitting a model of their Teaching Tool, the Panel of Judges will select up to three (3) winners based on the following criteria:

- Effectiveness
- Appeal and interest
- Engagement

All winners will be notified by Sponsor on or about August 25, 2017.

D. **Publicity:** All Finalists' Entries and the winners' models of their Teaching Tools (or elements, depictions or photographs of the same) may be posted on www.asn-online.org and/or any other websites controlled by or affiliated with Sponsor and/or announced by news release and media outreach following the Contest Period. Advancing to a subsequent round of voting and winning is contingent upon fulfilling all requirements of these Official Rules, and with respect to Finalists, submission of a signed and notarized Affidavit of Eligibility and Release of Liability/Publicity (publicity portion where legal). Winners are bound to confidentiality and are NOT permitted to publicly announce their status as a Winner (via social or traditional media) until the confirmed Winners have been publicly announced by the Sponsor (if Sponsor elects to make such announcement) or such other time as Sponsor grants the confirmed Finalists permission to share their status.

6. **WINNER NOTIFICATION:** All potential Finalists will be notified by telephone, mail and/or email and will be required to complete and have notarized an Affidavit of Eligibility, Liability and Publicity Release (unless prohibited by law) and any other documents required by the Sponsor, which must be returned within ten (10) business days of date appearing on the prize notification to (1) the Sponsor, Attention: Education [Sponsor address is Section 1 of the Rules], or (2) ASN, 1510 H Street, NW, Suite 800, Washington, DC, 20005, Attention: Education. Return of prize or prize notification as undeliverable, failure to sign, have notarized and return requested documentation within the specified time period, the inability of Sponsor to contact a potential Finalist within a reasonable time period, or Sponsor determination that a potential Finalist is ineligible or noncompliant with these Official Rules, by any potential Finalist will result in disqualification and, at Sponsor's sole

discretion, the prize may be awarded to a runner-up. If any potential Finalist is at least 18 but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to award the prize in the name of his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on winners set forth herein.

7. PRIZES:

A. **Part 1 – Finalists:** Each Finalist will be selected by the Panel of Judges and awarded a cash prize of One Thousand Dollars (\$1,000) to support the development of the Finalist's Teaching Tool model. If a Finalist is a team of two or more individuals, the team will be awarded one Part 1 cash prize only. Approximate Retail Value ("**ARV**") is One Thousand Dollars (\$1,000).

B. **Part 2 – Winners:** The selected Finalists who submit a model of their Teaching Tool as described in their Idea submission will be selected by the Panel of Judges as winners of Part 2 of the Contest (each a "**Winner**," and collectively "**Winners**"). Each Winner (whether a single individual or a team) will be awarded one (1) complimentary registration for entry to and attendance at ASN Kidney Week 2017 Annual Meeting, November 2-5, 2017, in New Orleans, LA ("**Kidney Week 2017**") and a prize of Four Thousand Five Hundred Fifty Dollars (\$4,550.00), ARV of Five Thousand Dollars (\$5,000.00). Team submission winners (1) prize only. Winners are responsible for all travel to Kidney Week 2017. Sponsor reserves right to change dates with reasonable notice to all Winners. If required by Sponsor, travel must be made through Sponsor's agent, on a carrier of Sponsor's choice. Certain travel restrictions may apply. Finalists that are not Winners are not entitled to any Part 2 prize.

C. **General:** Total ARV of an individual Winner's Part 2 prize package is: Five Thousand Dollars (\$5,000.00). AVR for a Part 2 prize package that is awarded to a team of two or more individuals that is a Winner depends on the number of team members. All prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. No transfers, assignments, substitutions, credits for changes, refunds or cash equivalents for prizes are allowed except by Sponsor who reserves the right, at its sole discretion, to substitute a prize (or portion thereof) of comparable or greater value. Winners are responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided, including, any additional transportation, meals, luggage fees, gratuities and souvenirs. All prize details are at Sponsor's sole discretion. All prize awards are subject to verification of eligibility and compliance with these Official Rules. Prizes will be awarded provided there are a sufficient number of eligible Entries received. Odds of winning depend upon the number of valid Entries received during Idea Submission Period and decisions of the Panel of Judges.

8. GENERAL CONDITIONS:

A. By participating, each Entrant agrees, for Entrant and for Entrant's heirs, executors, and administrators:

- i. to abide by these Official Rules and decisions of Sponsor and the Panel of Judges, which shall be final and binding in all respects relating to this Contest;
- ii. to release, discharge and hold harmless Sponsor, Judges and their affiliates, parents, subsidiaries, sales representatives, agents, advertising, marketing and promotion agencies, consultants, contractors, and prize providers, and each of their respective officers, directors, shareholders, employees, agents and representatives, and each of these companies' and individuals' respective successors, representatives and assigns (collectively, "**Affiliates**" or "**Released Parties**") from, and waive any and all rights regarding, any and all actions, claims, injuries, death, liability, losses and damages ("**Claims and Losses**") of any kind arising in any manner, in whole or in part, directly or indirectly, from or in connection with or otherwise related to Entrant's participation in the Contest or any Contest-related activity (including but not limited to activity at Kidney Week 2017) or the acceptance, possession, use or misuse of any awarded prize (including any travel or activity related thereto), and Claims and Losses based on publicity rights, copyright, trademark, defamation, invasion of privacy or any other third party right;
- iii. to indemnify the Released Parties from any and all Claims and Losses of any kind arising in any manner, in whole or in part, directly or indirectly, from or in connection with or otherwise related to Entrant's participation in the Contest or any Contest-related activity (including but not limited to activity at the Kidney Week 2017) or the acceptance, possession, use or misuse of any awarded prize (including any travel or activity related thereto), and Claims and Losses based on publicity rights, copyright, trademark, defamation, invasion of privacy or any other third party right;
- iv. that the Released Parties neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize; and
- v. unless prohibited by law, to permit Sponsor and its affiliates, parents, subsidiaries, sales representatives, agents, advertising, marketing and promotion agencies, merchandising partners, consultants, contractors, and prize providers and each of their respective officers, directors, shareholders, employees, agents and representatives, and each of these companies' and individuals'

respective successors, representatives, and assigns and anyone authorized by any of them the use of Entrant's Entry materials and any other materials provided by Entrant and any derivations of the foregoing, and grants Sponsor and its agents the rights to publish, and use the elements of such Entry materials and any other materials provided by Entrant (or otherwise connected with such Entry) and any derivations of the foregoing for advertising, promotional and other like purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity, without compensation (unless prohibited by law) or additional consents from Entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so whether or not such Entry is selected as a Finalist or Winner.

B. Each Entrant who is designated a Winner hereby grants to the Sponsor and the Released Parties a non-exclusive, perpetual, worldwide, royalty-free license to broadcast, publish, store, reproduce, distribute, syndicate, and otherwise use and exhibit the Teaching Tool (along with their names, voices, performance and/or likenesses) in all media now known and later come into being for purposes of trade or advertising without further compensation. The Sponsor shall not be entitled to distribute the Teaching Tool for any remuneration whatsoever.

C. Submission of a Contest Entry Form and/or participation in a prize further constitutes the Entrant's irrevocable waiver of any moral rights and assignment and transfer to Sponsor of any and all rights, title and interest in and to the elements of the Entry and any other materials provided by Entrant. By participating, Entrant also agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the Contest without the prior consent of the Sponsor, which Sponsor may withhold in its sole discretion.

D. BY SUBMITTING A CONTEST ENTRY FORM, ENTRANT REPRESENTS AND WARRANTS THAT HE/SHE HAS ALL NECESSARY RIGHTS TO HAVE THE ENTRY, IDEA AND ANY MODEL OF THE ENTRANT'S TEACHING TOOL, AND ANY OTHER MATERIALS PROVIDED BY ENTRANT POSTED ONLINE, INCLUDING CONVEYANCE OF THE COPYRIGHT TO SPONSOR.

9. **ADDITIONAL TERMS:** Any attempted form of Entry or voting, other than those previously stipulated, is prohibited; no mechanically reproduced, facsimile, automatic, programmed, robotic or similar means of entry or voting are permitted. Entries not complying in any way with these Official Rules are subject to disqualification in Sponsor's sole discretion. No correspondence regarding Entries will be entered into with Entrants except as provided herein or at the discretion of Sponsor. Entrants waive all rights and remedies at law or in equity for any claim they may have relating to this Contest. Sponsor's decisions, including but not limited to interpretation of these Official Rules and conduct of all aspects of or related to the Contest whether or not contemplated by these Official Rules, are final and binding in all matters relating to this Contest. Sponsor and its affiliates have the right to correct any technical or other problems associated with administration of the Contest.

10. **LIMITATION OF LIABILITY:** Entrants acknowledge and agree that Released Parties are not responsible for any lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered or garbled Entries or votes, or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing or judging of Entries, the tabulation of votes, the announcement, notification or distribution of the prizes, or the incorrect uploading of any photo, or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Contest or downloading materials from or use of the Contest website or Sponsor's website. Persons who tamper with or abuse any aspect of the Contest or any related website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated Entries (whether or not the applicable Entrant is taking or facilitating such actions) may be voided in Sponsor's discretion. Should any portion of the Contest be, in Sponsor's sole opinion, compromised by fraud, virus, worms, bugs, non-authorized human intervention, technical or other error, actions by any Entrant(s) or voter(s), problem(s) of any kind or other causes which, in the sole opinion of the Sponsor, corrupt, impair or affect the administration, security, fairness or proper play, or submission of Entries or voting, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Contest (in whole or in part) and, if terminated, at its discretion, select the potential winners from all eligible, non-suspect Entries received prior to action taken using the judging procedure outlined above. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. Released Parties are not responsible for any failure to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake,

terrorism, act of public enemies, actions of governmental authorities outside of the control of Sponsor or other “force majeure” event.

11. **GOVERNING LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any participant or Sponsor in connection with the Contest, 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 law rules or provisions which would cause the application or the laws of any jurisdiction other than the District of Columbia. Any action or litigation concerning these Official Rules shall take place exclusively in the federal or state courts sitting in the District of Columbia, and each Entrant expressly consents to the jurisdiction of and venue in such courts and waives all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. Any and all disputes, claims, and causes of action arising out of or in connection with this Contest, shall be resolved individually, without resort to any form of class action. Each Entrant agrees to service of process by mail or other method acceptable under the laws of the District of Columbia. ANY CLAIMS, JUDGMENTS AND/OR AWARDS AGAINST ANY RELEASED PARTY SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS CONTEST. ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY’S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

12. **OFFICIAL RULES:** Rules are available online at www.asn-online.org/contest (or such other website designated by Sponsor). Sponsor may modify Official Contest Rules in its sole discretion.

13. **PRIVACY POLICY:** Except to the extent they conflict with these Official Rules, Entry Form or Affidavit of Eligibility and Release of Liability/Publicity (publicity portion where legal), any personal information supplied by you to Sponsor will be subject to Sponsor’s privacy policy posted at <http://www.asn-online.org/terms/privacy.aspx>. By entering this Contest and agreeing in the Entry Form to receive communications from Sponsor and its approved affiliates, you agree that we may share your entry information (including but not limited to your name, address, and email address) with our approved affiliates.

14. **WINNERS LIST:** Finalists and Winners will be posted on Sponsor’s website, and may be printed in any of Sponsor’s publications.