

**California HealthCare Foundation Design Challenge
2013 Healthcare Experience Design Conference
Official Rules**

SUBMISSION OF AN ENTRY (AS DEFINED BELOW) IN THE CHALLENGE CONSTITUTES FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE RULES.

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

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 Mad*Pow Media Solutions LLC, 27 Congress Street, Portsmouth, NH 03801 (the “Administrator”).
2. **Challenge:** The California HealthCare Foundation Design Challenge (the “Challenge”) will occur from March 25 - May 10, 2013 as part of the 2013 Healthcare Experience Design Conference in accordance with the guidelines below. The California HealthCare Foundation (the “Sponsor”) is the Sponsor of this Challenge.
3. **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.

4. **How to Enter:** The entry period for the Challenge will begin at 12:01 a.m. Pacific Standard Time on March 25, 2013 and end at 11:59 p.m. Pacific Standard Time on May 10, 2013 (the “Entry Period”). Teams can enter the Challenge visiting the 2013 Healthcare Experience Design Conference website at www.hxdconf.com, reviewing these Official Rules, and registering a submission by sending an email to designchallenge@madpow.com. The email must include full name and names of any team members, phone number and home address. Only one Entry will be accepted per Entrant. Each individual participant in the Challenge must, at Sponsor’s request, present photo identification to verify that he or she is a member of the applicable registered Entrant.
5. **Prizes:** The following prizes are available to be awarded in this Challenge (each, a “Prize”):
 - Best overall solution - \$5,000
 - Best solution focusing on advance directives - \$2,500
 - Best solution focusing on physician orders for life sustaining treatment (POLST) - \$2,500

Three (3) winning teams (the “Winning Teams”) will be determined by the judges, in the judges’ sole discretion. The Prizes will be divided equally by the number of people on the Winning Team and distributed to each individual (a “Winner”) on the team. Each Winner is responsible for all taxes and fees associated with receipt and/or use of the Prize. All Prize details are at Sponsor’s sole discretion. The Prize is non-transferable. The Prize will be fulfilled 4-6 weeks after the Challenge and each potential winner has been verified and complied with these Official Rules. Actual odds of winning depend on the number of eligible Teams.

6. **Challenge Description:** Each Team will be presented with the Challenge Description, which will be made available at the start of the Challenge or prior to the start of the Challenge, in Sponsor’s sole discretion. The Challenge Description will contain a more complete description of the project as well as the materials that will be available for participants, but will generally require participants to consider how to catalyze the conversation around end-of-life care to ensure people are making their wishes known. During the Challenge, each Team must create and submit a product that responds to the Challenge Description in a way consistent with the Challenge Description (the “Design”). Such Design shall require the production of at least: (1) a brief verbal and visual presentation of the Team’s response to the Challenge Description; (2) a written description of the Team’s response to the Challenge Description; and (3) sketches, wireframes, visual compositions, or other user-interface designs that respond to the Challenge Description. Sponsor may, at its sole discretion, require the production of more elements to compose the Design, as described in the Challenge Description. At the end of the Challenge, six (6) qualified judges, determined by Sponsor in its sole discretion, will review the Designs of each Team, and will choose three (3) Winning Teams.
7. **Copyright:** Entrant warrants that the Entrant is the sole author and owner of the submission, and that the submission: a) completely originates with the Challenge; b) does not contain the intellectual property of another party; c) does not infringe upon any copyright or any other rights of any third party; e) does not contain material that is inappropriate, indecent, obscene, hateful, tortuous, defamatory, or offensive (as determined by Sponsor); and f) does not contain material that is unlawful, in violation of or contrary to any laws or regulations.
8. **Intellectual Property Rights:** Each participant of each Team, by submitting any Design, irrevocably grants to Sponsor a royalty-free, irrevocable, perpetual, non-exclusive, transferable license to use, reproduce, modify, edit, adapt, publish, create derivative works from, and display such Design in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes, and without further compensation to you or any other person or entity. If requested, each participant of each Team will sign any documentation that may be required for Sponsor or its designees to exercise its rights under these Official Rules. For clarity, each Team’s Design and all rights, including intellectual property rights, title, and interest therein and thereto lie exclusively with each Team or its respective participants. This Agreement is not an agreement of sale, and no title, interest, or intellectual property rights or other ownership of the Design are transferred pursuant to these Rules, except as explicitly stated herein.

9. **Judging:** 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:
- Solves the overall problem of raising awareness and conversation on this topic
 - Encourages completion of advance directives and/or POLST forms
 - Considers cultural issues, such as taboos and needs of specific racial or ethnic groups
 - Addresses universal accessibility, including audiences with low health literacy, low English literacy, and cognitive and physical disabilities
 - Builds on existing tools and offerings
 - Feasibility and viability
 - Originality
 - Quality of presentation and materials produced

By submitting a Design or participating in the Challenge, each Team 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. The decisions of the judges are final and binding. In the event of a tie, the Team whose Design received the higher score for originality, as determined by the qualified judges, in their sole discretion, will be deemed the Winner. If a potential winner is disqualified for any reason, the Prize may be awarded to a runner-up, if any, in Sponsor’s sole discretion.

10. **Release:** Acceptance of the Prize shall constitute and signify the Winner’s agreement and consent that Sponsor and its designees may use the Winner’s name, city, state, biographical information, likeness, Design (including any related video presentations), and/or Prize information in connection with the Challenge for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. Potential winners may be required to complete an Affidavit of Eligibility/Release of Liability and related tax forms, including a 1099 form, and, if legally permissible, a publicity release within ten (10) days of attempted notification. Each Team hereby releases and holds harmless, the Sponsor and its subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and Prize suppliers, and its officers, directors, employees and agents (collectively, the “Released Parties”) from and against any claims, damages, liabilities, cost and expenses (including reasonable counsel fees and legal expenses), losses and judgments arising out of or incurred in connection with (a) any breach of these Official Rules; (b) the Design, or use thereof; (c) the acceptance, possession, use or misuse of the Prize; or (d) participation in this Challenge or any Challenge related activity. By participating in this Challenge, each Team agrees that the Design conforms to these Official Rules. For clarity, although Sponsor may explore future use of the Design, or future partnerships with any winner, Sponsor shall not be obligated to promote, endorse or otherwise use any Design. Sponsor is not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Designs, or any other obstacle complicating submission of any Design during the Challenge. Any Design not submitted by the end of the Challenge shall be void.
11. **Liability:** Entrant agrees that the Sponsor (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 Entrant’s acceptance, receipt, possession, use, or misuse of any Prize, and (b) has 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 assumes 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.
12. **General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Challenge, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of the Challenge, as determined by Sponsor at its sole discretion. If the Challenge is terminated, the judges may, in their sole discretion, determine the winners from all non-suspect, eligible Designs received up to the time of such action using the judging procedure outlined above. Sponsor, in its sole discretion, reserves the right to disqualify any Team it finds may be tampering with the process or the operation of the Challenge or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated Designs. Any attempt by any person to deliberately undermine the legitimate operation of the Challenge may be a violation of criminal and civil law, and, should such attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys’ fees) from any such person to the

fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. When used herein, the words "includes" and "including" and their syntactical variations shall be deemed followed by the words "without limitation."

13. **Governing Law/Jurisdiction:** All issues and questions concerning construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant, Sponsor, and/or Administrator in connection with the Challenge, shall be governed by, and construed in accordance with, the laws of the State of California 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 Alameda County, California, and each Entrant hereby consents and waives any objection to jurisdiction of such courts for such disputes.