

**AMERICAN HEALTH INFORMATION MANAGEMENT ASSOCIATION  
PITCH COMPETITION  
TERMS AND CONDITIONS OF ENTRY**

AHIMA is offering you (as defined below) the chance to apply for an opportunity to promote your company and product to a panel of judges from technology and healthcare backgrounds (“the Competition”).

All references to “you”, “your”, and “participant” refers to you as an applicant of the Competition.

“AHIMA”, “we”, “us” and “our” shall mean the American Health Information Management Association, an Illinois non-profit organization, with its principal place of business at 233 North Michigan Avenue, 21<sup>st</sup> Floor, Chicago, Illinois 60601.

These terms and conditions (“the Terms”) govern your application to take part in the Competition for the chance to be awarded the prize (“the Prize”). Your application, by way of an entry form (“the Entry Form”) does not guarantee you will be invited to the Competition and, if you are invited to the Competition that you will be awarded the Prize. The decision whether or not you will be eligible to be invited to the Competition, and if you are invited that you will be eligible for the Prize will be made at AHIMA’s sole discretion.

By submitting your application, you expressly agree to these Terms. If you do not expressly agree to these Terms, do not submit an application.

**ELIGIBILITY**

This Competition is open to existing startups of all stages, either as a sole participant or as part of a participant team. Each individual member of a participant team, deemed a “Participant” in these Terms, must be eligible to participate in the Competition and comply with the Terms as set out in herein, or such participant team may be disqualified. An individual is not permitted to be part of more than one participant team and must elect to enter the Competition as either a sole participant or as part of a participant team at their election. Only one (1) person on a participant team will be considered the Participant for entry purposes (“Team Representative”). To be eligible to enter the Competition, Participant must be above the age of majority in the country, state, or jurisdiction of residence at the time of entry. The Competition is void in all countries where prohibited by law. Additionally, participants may not be legal residents of any country on the U.S. Department of Treasury, Office of Foreign Asset Control sanctioned country list nor may any participant be on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List. No participant may be identified on the U.S. Department of Health and Human Services, Office of the Inspector General Exclusion Database (or any other similar database maintained by any State or Federal Government agency). Not eligible to participate in the Competition are: employees, interns, contractors, representatives, agents and official office-holders of AHIMA and the Innovation Development Institute (d/b/a Matter) (“MATTER”), as well as AHIMA’s and MATTER’s subsidiaries, affiliates and their respective directors, officers,

employees, interns, and contractors, and the immediate family members (defined as parents, spouses, children, step-children, siblings, and life partners), in addition to any person(s) or entity(ies) with a contractual or financial agreement with AHIMA. AHIMA reserves the right to verify eligibility and to adjudicate on any dispute at any time. AHIMA may exclude individuals and/or entities from this Competition whose participation (in AHIMA's sole determination) could result not only in impropriety, but also the appearance of impropriety on AHIMA's part.

## **ENTRY**

A Participant who wishes to enter the Competition may do so via the Competition Website (currently located at [www.ahima.org/pitch](http://www.ahima.org/pitch)) by submitting the information required, including but not limited to: Participant (and, if applicable, participant team) name, email and mailing address, team size, phone number, and a demonstration of a validated hypothesis or preliminary proof of-concept around how Participant's solution addresses one or more key problem(s) within the interaction of people, systems, and ideas which may transform health and healthcare, a description of the solution and its value proposition ("Entry"). Entries may be submitted at any time during the Entry Period. An Entry is not complete until all the online prompts and instructions to upload the Entry have been properly followed and these Terms have been affirmatively accepted. Entries will not be returned and shall become the property of AHIMA. Entries will be non-confidential. By submitting an Entry, Participant acknowledges and agrees that the Entry will not be treated as confidential. By submitting an Entry, Participant warrants and represents that:

- i. The Entry is the original work of Participant;
- ii. Participant and, if applicable, participant team, consents to the submission and use of the Entry in the Competition;
- iii. The Entry does not contain any copyrighted material not owned by Participant or, if applicable, participant team, and does not infringe the rights of any third party, including, but not limited to, intellectual property rights, rights of publicity or privacy, moral rights, or any other property rights;
- iv. Participant has the right to present the Entry and to participate in the Competition and there are no claims, judgments or settlements against or owed by Participant or pending or threatened claims or litigations, relating to the Entry, the use of the Entry, or any information contained therein;
- v. The Entry is not subject to any third-party agreements other than named in the Entry, and AHIMA will not incur any sums to any person or entity as a result of its ownership, acquisition, use, or exploitation of the Entry or the rights therein;
- vi. The Entry only contains names/likeness/identifying elements of any persons for the use of which these persons have given their prior written consent to Participant.

By submitting the Entry, Participant agrees that, if Participant is selected as a Winner, Participant will negotiate in good faith with AHIMA for the right of AHIMA to acquire or license Participant's solution, including further changes and/or developments made thereof during the Competition Period.

In the Entry, Participant must disclose:

- a. whether Participant has any currently active (and prior or expired) formal or informal partnerships with other health associations;
- b. whether Participant cooperates or intends to cooperate with partners. All partners (including potential partners) must be disclosed;
- c. whether Participant is a Health Care Professional (HCP) or a clinical staff member (as the terms are defined by the American Medical Association). Participant's submission of the Entry by electronic means is at its own responsibility and risk.

## **SELECTION CRITERIA**

Throughout the Competition, the Entries and developed solutions will be judged and scored by a review panel chosen by AHIMA ("Review Panel"). The Review Panel will rank the Entries in their sole discretion based on:

- Ability to clearly articulate the "Challenge Statement" as follows:  
  
***How might we use health and human data to identify social determinants of health to improve patient outcomes and healthcare systems?***
- Quality, feasibility, and scalability of proposed solution or technology – the description of the unique technical features of the product or service, the proposed benefits to stakeholders, any evidence or proof-of-concept supporting the impact of the solution, and the ability to scale to a broad market.
- Differentiation of solution within the competitive landscape – the description of how the proposed solution addresses the unmet need, why it would be sustainable, and how it is differentiated within the competitive landscape.
- Capability of Participant to develop and execute solution – a description of the composition of the Participant Team and relevant background and experience of Participant or each Participant Team member that uniquely positions Participant to execute on this solution.
- Extent to which a partnership with AHIMA can advance solution – a description of why AHIMA would be an optimal partner for Participant, the types of expertise and resources that Participant would seek to leverage from AHIMA, and how Participant envisions working together to advance the solution. AHIMA reserves the right to assess Entries and developed solutions in the manner determined by AHIMA, which may include interviews or discussions with certain Participants.

## **SELECTION OF SEMI-FINALISTS**

The Review Panel will review all eligible entries. The Review Panel will identify not more than five (5) with the highest ranking and will select those as semi-finalists ("Semi-Finalists") subject to verification

of and compliance with these Terms. The Semi-Finalists will be notified by email at the email address provided in the Entry no later than September 25, 2020 any email notification is returned as undeliverable, or if a Semi-Finalist does not respond within the required number of days specified by AHIMA in the notification email, or if any information submitted by Participant is found in non-compliance with the Terms, raises significant concern to AHIMA, in its sole and absolute discretion, or a potential Semi-Finalist decides to decline its selection as Semi-Finalist for any reason, AHIMA shall have no further obligations to such Semi-Finalist and may, at AHIMA's sole election and discretion, and subject to time constraints, select another Semi-Finalist project (or AHIMA may elect to move forward with less than five (5) Semi-Finalists). The Semi-Finalists will participate in a pre-recording of up to 2 sessions to be played during the Virtual AHIMA Annual Conference and present their solution to a virtual community of AHIMA executives and community healthcare innovators. The decision of the Review Panel may not be appealed or contested. The first session will be shown at the AHIMA Virtual Conference on Wednesday, October 14, 2020 and will eliminate 2 candidates. The second session will be shown on Thursday, October 15, 2020 and will eliminate 1 additional candidate, leaving the 2 finalists. All session pre-recordings must be submitted in mp4 video format no later than October 4, 2020.

## **SELECTION OF WINNER**

On Thursday, October 15, 2020, the audience of the AHIMA Day General Session will select a winner in their sole and absolute discretion. One representative of each of the 2 finalist companies will be “virtually” present during the afternoon General Session to accept either first or second prize after the audience has had an opportunity vote for one of the 2 finalists. If any information submitted by the Winner is determined to be in non-compliance with the Terms, raises significant concern to AHIMA in its sole and absolute discretion, or if a winner decides to decline the prize for any reason, AHIMA shall have no further obligations to such Winner and the applicable prize will be forfeited. AHIMA may, in its sole and absolute discretion, award any forfeited prize to a runner-up finalist but is under no obligation to do so. The decision of the audience may not be appealed or contested.

## **AWARDS**

The 1<sup>st</sup> place winner will receive a monetary prize of US\$5,000.00 from AHIMA, to be used for further development of the Winner’s solution.

The first runner-up will receive a monetary prize of US\$2,500.00 from AHIMA to be used for further development of the first runner-up’s solution.

The second runner-up will receive a monetary prize of US\$1,500.00 from AHIMA to be used for further development of the second runner-up’s solution.

Award of the prize is conditional upon the signing of an award agreement by the winner as well as any Semi-Finalists which will be provided by AHIMA on Pitch Day. Prizes are non-transferable and no substitutions will be permitted. Signing the award agreement (and any associated tax documentation) is a requirement and failure to do so, or otherwise attempting to modify the award agreement, shall be grounds for revocation of any monetary prize. All tax liabilities are the responsibility of the prize winners and neither AHIMA nor MATTER will be responsible for any tax deductions which may be necessary. Participant acknowledges that he/she will not be entitled to any additional payment by reason

of any award being subject to any tax, levy, or any other charge in any jurisdiction. In the event a participant team is determined to be the winner, the Team Representative of such participant team will be solely responsible for dividing the Prize equally amongst all participant team members. In this event, each participant team member will be required to sign an award agreement individually and each team member will be required to complete tax documentation as well. Winner is responsible for any costs and expenses associated with the acceptance and/or use of the prize. All details of the prize not specified in these Terms shall be determined by AHIMA in its sole and absolute discretion.

## **INDEMNIFICATION, WARRANTIES AND ACKNOWLEDGEMENTS**

Participant accepts the conditions stated in these Terms, agrees to be bound by all decisions of AHIMA with regard to the Competition, and warrants that he/she is eligible to participate in the Competition as specified in these Terms. Participant warrants that submitting the Entry does not breach any contract or obligation between Participant and a third-party and that possession or use of the Entry or any idea, invention, information, or materials comprised in the Entry by AHIMA will not misappropriate or infringe any intellectual property rights of others. Participant indemnifies AHIMA and MATTER for any damages (including payment of reasonable attorneys' fees) in connection with Participant's participation in the Competition or Participant's acceptance, possession, or use of any award from the Competition. Participant indemnifies AHIMA and MATTER for any damages (including payment of reasonable attorneys' fees) in connection with any claim for misappropriation or infringement resulting from AHIMA's or MATTER's possession or use of the Entry or any idea, invention, information, or materials comprised in the Entry. Participant acknowledges that AHIMA may at any time in the past, present, during the Competition, and/or in the future be developing internally, or receiving from other parties, ideas, concepts, solutions, and information that are similar to Participant's Entry. Accordingly, nothing herein shall prohibit AHIMA from independently acquiring, developing, or having developed for it, products, concepts, systems, services, or techniques that are similar to or compete with the products, concepts, systems, or techniques contemplated by or embodied in the Entry. Participant will not take any actions that may undermine the integrity of the Competition. Participant will not use any device, software, or routine to interfere with the proper working of the Competition Website or which is intended to damage, interfere with, or surreptitiously intercept or expropriate any system, data, or personal information.

## **CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

Entries will be considered non-confidential. By submitting an Entry, Participant acknowledges and agrees that the Entry will not be treated as confidential. By submitting its Entry, Participant agrees that, if selected as a Winner, Participant will negotiate in good faith with AHIMA for a right to acquire or license Participant's solution, including any further changes or developments made thereof during the Competition Period. Participant shall not use the AHIMA name, logo, corporate identity, or images without AHIMA's prior written consent and shall not directly or indirectly state or infer that AHIMA in any manner sponsors, endorses, or publicizes Participant or its Entry.

## **OTHER PROVISIONS**

- i. **COMPLIANCE WITH REQUIREMENTS.** Determination of compliance with entry, technical, and other requirements and these Terms will be in the sole and absolute discretion of AHIMA. AHIMA reserves the right to disqualify any Participant or Entry which may cause controversy or negative publicity for the Competition, MATTER, AHIMA, officers, directors, employees, or agents of either AHIMA or MATTER, or any third parties.
- ii. **NO LIABILITY.** AHIMA and MATTER assume no responsibility for any of the following: any problems, technical malfunctions, or delays in electronic operations or transmissions; Entries that are lost, stolen, incomplete, damaged, destroyed, misdirected, or not received for any reason; destruction of, unauthorized access to, or alteration of, Entries or related material, failed or unavailable hardware, network, software, or telephone transmissions, damage to Participant's or any person's computer and/or its contents related to or resulting from participation in the Competition; or any errors in these Terms or in any advertisements or correspondence in connection with the Competition.
- iii. **PARTICIPANT CONSENT.** Participant consents, authorizes and grants to AHIMA and MATTER the irrevocable and unrestricted right and permission to take, copyright, use, and publish (in any manner or technology now existing or hereinafter developed) printed, video, audio, or photographic images of Participant and Participant's statements, in whole or in part, in conjunction with or without Participant's name, or any reproductions thereof related to the Competition for AHIMA's and MATTER's use with internal and external audiences, including the right to edit these materials to ensure compliance with applicable rules and regulations.
- iv. **AHIMA DECISIONS.** AHIMA's decisions are final and binding in all respects to any and all matters relating to the Competition, submission Entry, and participation in any and all aspects of the Competition.
- v. **PRECEDENCE.** In the event of any inconsistency between these Terms and any other provisions published or otherwise communicated in relation to the Competition, these Terms shall prevail.
- vi. **COMPETITION CANCELATION OR SUSPENSION.** AHIMA reserves the right in its sole and absolute discretion to cancel or suspend the Competition at any time, for any reason, including awarding of any prize money.
- vii. **GOVERNING LAW AND VENUE.** These Terms, and all aspects of this Competition, shall be governed by the Laws of the State of Illinois without regard to its choice of law provisions. Venue for any dispute arising out of this Competition, these Terms, or any other aspect of this event shall be in the Circuit Court of Cook County.
- viii. **WAIVER OF CLAIMS.** Participant shall, by virtue of entering this Competition, waive any and all possible claims, assertions of claims, damages, or losses, which include the use of punitive, special, direct, indirect, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses.

## **PERSONAL DATA AND PRIVACY**

Entries will include information relating to identified or identifiable natural persons (“Personal Data”), in particular name, title, email address, mailing address, phone number, as well as names of members of participant teams. By submitting Personal Data of an individual participant or of members of a participant team, the Team Representative represents and warrants that all necessary permissions from all members of participant team have been obtained. AHIMA and MATTER collect, process, and/or use Personal Data submitted for the purposes of the Competition in accordance with these Terms, in particular for verifying the identity of Participants, for administering the Competition, and to contact Participants for the organization and execution of the Competition. The Personal Data will be processed in the United States. AHIMA and MATTER may aggregate and deidentify data collected through the Competition Website for statistical purposes or to help improve their products and services.

Participant expressly consents to:

- (i) the collection, use, and retention by AHIMA and MATTER of Participant’s personal and business information contained in the Entry in the United States (and such other countries that may access the Websites and media channels described below) for all purposes (including promotion and publicity) related to the Competition as well as for use in a publicly available Finalists list; and
- (ii) the publication of Participant’s name, picture, and entrepreneurial story on the Competition Website and AHIMA websites, as well as on its social media channels (Facebook, Twitter, YouTube, Instagram, etc.) and in any other AHIMA publications utilizing any technology now known or hereinafter developed.