Icahn School of Medicine at Mount Sinai (“Mount Sinai”) is pleased to present SINAIMedMaker Challenge 2016 (“Challenge”). The Challenge is governed by the rules set out below in this Challenge Participation Agreement (“Agreement”). By participating in the Challenge, you (the “Participant”) agree to abide by this Agreement that is a binding legal agreement between Participant and Mount Sinai with respect to the Challenge.

**Event Description**

The Challenge is organized in the spirit of innovation, collaboration and scientific application directed to solve real world problems in a focused effort to identify solutions to the theme of the Challenge. The theme of this Challenge is pain and fatigue. It is the intention of Mount Sinai to provide and educational and useful outcomes that can make a positive impact on patient outcomes and quality of life.

**Eligibility**

Participants must be at least eighteen (18) years of age and a legal resident of the United States to be eligible to participate in the Challenge. Participants must be registered in the Challenge to participate in the Challenge. Only registered Participants may submit an entry to be judged in the Challenge (a “Submission”).

**Judge Selection**

There will be six (6) to eight (8) judges for the Challenge selected in its sole discretion by Mount Sinai (“Judges”). The Judges will encompass a wide knowledge base of many fields relevant for determining the winning Submissions. The Judges come from fields including engineering, basic science, clinical practice, translational medicine and information technology.

**Judging Criteria**

Each Submission will be judged based on the following ten (10) criteria, each on a 0-5 point scale: clinical relevance & validity, potential impact, novelty / creativity, feasibility, design concept, overall demo progress, functionality, user experience, integration of technology and technical sophistication. The Submission(s) with the highest total score out of fifty (50) potential points will be awarded with a prize commensurate with the placement of the Submission’s score relative to all Submissions.

**Prizes**

Prizes will be awarded to the teams whose Submissions are deemed winners by the Judges. Prizes for winning Submissions may include money, mentorship, sponsor site visit or other relevant awards to be determined in the sole discretion of Mount Sinai.

**Participation Terms and Conditions**
By registering for or submitting an entry to the Challenge, Participant represents and warrants the following: (a) Participant will not submit content that is copyrighted, protected by trade secret or otherwise subject to third party intellectual property rights or other proprietary rights, including privacy and publicity rights, unless Participant is the owner of such rights or has permission from their rightful owner to post the content and participate in the Challenge; (b) Participant will not publish falsehoods or misrepresentations that could damage the Challenge, Mount Sinai, sponsors, or any other third party; (c) Participant will not submit content that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate or destructive to the Challenge or to the brand image or goodwill of Mount Sinai or sponsors; (d) Participant will not post advertisements or solicitations of business; (e) Mount Sinai will not be obligated to pay any compensation to, or permit any participation by, any third party in connection with the use, reproduction, modification, publication, display or other exploitation of any of the content that is submitted; (f) the content submitted by Participant does not contain any viruses, Trojan horses, worms or other disabling devices or malicious code; and (g) Participant will not attempt, create, or use any unauthorized access to Mount Sinai network or other digital communication or data storage systems.

Mount Sinai reserves the right to initiate any legal cause of action and/or alert authorities in the case of any property damage or theft or any other violation of law or violation of this Agreement.

Participant understands that the Challenge may be photographed, videotaped, recorded, etc. and hereby grants Mount Sinai the right to use Participant’s name, voice, comments, hometown and state of residence and/or likeness in any and all footage about Participant’s participation in the Challenge and Participant’s Challenge submission in any manner or media that Mount Sinai sees fit without Participant’s review or approval and without compensation.

**Intellectual Property**

Mount Sinai asserts no ownership, through the Challenge, in any intellectual property that may result from participation in the Challenge. Notwithstanding the foregoing, Participant may be subject to the IP Policy of Mount Sinai or the IP Policy of Participant’s employer. Nothing in this Agreement will be construed to supersede or interfere with other obligations to Participant employer.

By registering for the Challenge and presenting or submitting an entry (regardless of the form or medium of such content), Participant grants Mount Sinai a worldwide, perpetual, irrevocable, non-exclusive, royalty-free license to discuss, publicize, demonstrate, and otherwise display content derived from or relating to such entry for promotional and marketing purposes and for purposes relating to the Challenge. Participant will not receive any compensation for this use of such entry.

If Participant is part of a team, that team is wholly responsible for determining ownership of any intellectual property rights developed during the Challenge. Participant agrees that Mount Sinai will not be responsible for any disputes regarding intellectual property
resulting from the Challenge. Participant agrees that there is no obligation of confidentiality on the part of Mount Sinai, Challenge staff or other Participants regarding submissions or ideas generated at the Challenge. Participant agrees and acknowledges that any idea, conversation or submission may be considered a public disclosure under US Patent Laws.

The first paragraph of this Intellectual Property section of this Participation Agreement, which states that Mount Sinai asserts no ownership in intellectual property resulting from participation in the Challenge, does not have affect after the Challenge has ended. The Mount Sinai Intellectual Property Policies and Procedures (http://icahn.mssm.edu/about-us/services-and-resources/faculty-resources/handbooks-and-policies/faculty-handbook/institutional-policies/intellectual-property) will govern any intellectual property developed at Mount Sinai or by any MSHS Member (as defined in the Mount Sinai Intellectual Property Policies and Procedures) after the Challenge has ended. For example, if a Participant continues to develop a Submission after the Challenge has been completed, uses Mount Sinai resources, is a MSHS Member, or works in collaboration with a MSHS Member, the Mount Sinai IP Policy will apply to and govern that Intellectual Property.

**Limited Liability and Indemnification**

To the maximum extent permitted by law, Participant shall release, indemnify, defend and hold harmless Mount Sinai, its employees, officers, trustees, agents, affiliates, and Judges from and against any loss, claims, costs or other liabilities or damages (including reasonable attorneys’ fees) arising from or related in any way to the Challenge.

**Miscellaneous**

Participant and/or Participant’s entire team may be disqualified for any of the following actions, with or without warning, in Mount Sinai’s sole discretion: (i) verbal abuse of another participant or Challenge staff; (ii) inappropriate touching or harming of another participant or Challenge staff; (iii) breach of this Agreement or any other agreement entered into in connection with the Challenge; (iv) violation of or non-compliance with any section of this Agreement, (v) violating the spirit or any legitimate operation of the Challenge or (vi) if Participant’s submission is disqualified. ALL DISQUALIFICATION DECISIONS OF MOUNT SINAI ARE FINAL AND NOT SUBJECT TO APPEAL.

Any dispute related to this Agreement or arising out of participation in the Challenge shall be settled through consultation and negotiation in good faith between the Participant and a to-be-designated Mount Sinai executive. Any mutually agreed decision to resolve such dispute shall be final and binding on the parties. If the dispute is not resolved after such consultation and negotiation then such dispute shall be submitted to a mediation authority under the American Arbitration Association Model Commercial Mediation Procedures for final and binding decision with no right to appeal. Participant hereby agrees that such consultation and/or subsequent mediation are the only dispute resolution mechanisms arising from participation in the Challenge. Participant hereby waives any right to bring any action arising from or in connection to this Agreement or participation in the Challenge. This Agreement is construed under and governed by the laws of the State of New York.
Mount Sinai makes no representations or warranties, express or implied, as to any matter whatever, including, without limitation, warranties with respect to the accuracy, usefulness or condition of any tools, applications, or databases that are provided by Mount Sinai for Participants to access during the Challenge, or for the condition or fitness for a particular purpose of such provided tools, applications, or databases including any Participant-generated data and/or results from using the same. Mount Sinai shall not be liable for any direct, indirect, consequential, punitive, or other damages suffered by Participant or any other person resulting from the Challenge or from any use of such tools, applications or database access or from any use, commercial or otherwise, of a Submission or from any such Participant-generated data and/or results which were obtained through use of such provided tools, applications, and/or databases. To the degree that Mount Sinai does provide access to such tools, applications and/or databases such access is not deemed an endorsement of such tools, applications, and/or databases for any particular purpose including, but not limited to, use by a Participant in the Challenge.