



NATIONAL HEALTH SECURITY PREPAREDNESS INDEX



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Preparedness Innovator Challenge: *Using the Preparedness Index to Mobilize Action*

TERMS AND CONDITIONS

The Robert Wood Johnson Foundation (“RWJF”) wants you to tell us through an essay, photo, or video how you have used the National Health Security Preparedness Index to spur action and improve preparedness in your community, state, or region (the “Event”). Beginning on 03/06/2017 at 12:00:01 a.m. ET and ending on 07/31/2017 at 11:59:59 p.m. ET (the “Entry Period”), you can visit <http://www.nhspi.org/MobilizingAction> (the “Website”) to submit your entry. By participating, you agree to be bound by these Terms and Conditions (the “Terms”) and the Terms and Conditions of Use and Privacy Policy located at <http://www.rwjf.org/policies/>. Entry constitutes consent to the use of the entrant’s name, voice, picture and/or likeness, and entry submitted as part of the entry process, in any and all media without restriction of any kind whatsoever, without compensation for promotion purposes to the extent allowed by law. By entering the Event, you irrevocably grant to RWJF and its agents and persons acting with RWJF’s authority, the unconditional and perpetual right to post, display, publish, use, adapt, edit and/or modify your entry in any way, in any and all media, for any purpose, without limitation, and without consideration to you.

ELIGIBILITY: Affiliated Persons (as defined below) are ineligible to participate in the Event. As used in these Terms, the term “Affiliated Persons” means (1) University of Kentucky and RWJF and its trustees, directors, officers, shareholders, members, employees, contractors, agents, representatives, and affiliates and (2) a member of the family (e.g., spouse, ancestor, sibling, child, grandchild, great grandchild or the spouse of child, grandchild or great grandchild) of any of the foregoing. Additionally, entrants cannot be a descendant of the RWJF’s founder, Robert Wood Johnson.

APPLICATION REQUIREMENTS: In addition to meeting the requirements provided above (“Application Process”), the complete content of all entries must: (a) be the exclusive original work of the entrant; (b) not defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon the rights of any person or entity, including but not limited to copyright, trademark, privacy or publicity; (c) not contain any lobbying or political content or commercial/corporate advertising, including but not limited to corporate logos, brand names, and slogans; and (d) not depict any conduct or content that is unsafe, immoral, obscene or otherwise inappropriate as determined by RWJF in its sole and absolute discretion. Each entrant further represents and warrants that no funds provided by RWJF were used to create the entry

submitted and that the entrant has obtained permission from any and all recognizable or identified persons other than the entrant depicted or named in any entry and agrees, upon request, to furnish written proof of such permission. RWJF reserves the right to delete or blur any inappropriate content from a submission. No music is allowed in any videos unless the entrant submits proof of permission to use such music. RWJF makes the final determination as to which entries are eligible to take part in this Event and RWJF's decisions shall be binding. RWJF may post or not post any submission online or in any other form of communication in its discretion.

RELEASE OF LIABILITY: By participating, you release the University of Kentucky and RWJF, and its parents, subsidiaries, affiliates, partners, employees, contractors, officers, trustees, and agents and representatives (collectively, "Released Entities"), from any and against any and all injury, loss or damage caused or claimed to be caused by your participation in the Event, and you agree that Released Entities are not responsible for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relating to the Event except as expressly set forth in these Terms; you further agree that (i) any and all disputes, claims, and causes of action arising out of or in connection with the Event shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Event, but in no event attorney's fees; (iii) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses; and (iv) any dispute will be governed by New Jersey law without regard to principles of conflicts of laws, will be heard in the state or federal courts located in Middlesex County, New Jersey and the entrant hereby consents and waives any objection to the jurisdiction of such courts.

ADDITIONAL TERMS: Entrant represents and warrants that entrant's entry: (i) is the original work of the entrant produced for this Event; (ii) does not infringe any third party's intellectual property rights; (iii) does not contain obscene or pornographic material; (iv) does not contain defamatory statements (including but not limited to words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group); (v) does not include threats to any person, place, business, or group, (vi) does not invade privacy or other rights of any person, firm or entity, and (vii) does not in any other way violate applicable laws or regulations. Entrant hereby agrees to defend, indemnify and hold harmless Released Entities against any and all third-party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or related to any breach by the entrant of any provision of these Terms, including, without limitation, entrant's representations and warranties made herein.