



1. THE PARKVIEW HEALTH INNOVATION AND PITCH COMPETITIONS 2020

Parkview Health System, Inc.¹ (“Parkview”) is a non-profit, community-based health system with a mission to improve your health and inspire your well-being. The Parkview Mirro Center for Research and Innovation has a bold mission to provide opportunities that will open new doors and, potentially, revolutionize healthcare and save lives of individuals close to you.

Parkview and the Innovation Development Institute, Inc. dba MATTER (“MATTER”) have teamed up to sponsor the 2020 Innovation Competition (the “Innovation Competition”) and the 2020 Pitch Competition (the “Pitch Competition” and, together with the Innovation Competition, the “Competitions”) in order to inspire teams to develop ways to transform the healthcare landscape. Specifically, the Competitions are designed to spark innovation with regard to the following Competition Challenge Statements:

1. How might we better support mom, prior to the birth of her child, by enhancing her maternal health and resilience, providing her seamless access to care, expert advice, education, and better aligning her with both the clinical resources and social support needed to ensure a healthy pregnancy?
2. How might we better support baby shortly after birth, by ensuring access to key nutritional supplements, safe sleep and stable support structures and environments?

The Innovation Competition begins on May 4, 2020 at 9:00 AM EDT and ends at 11:59 PM EDT the same day unless terminated earlier by Parkview (the “Innovation Competition Period”).

The Pitch Competition begins on September 17, 2020 at 9:00 AM EDT and ends on 11:59 PM EDT the same day, unless terminated earlier by Parkview (the “Pitch Competition Period” and, together with the Innovation Competition Period, the “Competition Period”).

In the Competitions, Parkview asks for digital health care solutions, services, devices, tools and digital technologies that may solve or contribute to solving the Competition Challenge Statements. Solutions can range from research-based, to pre-revenue concepts, to on-market technologies and solutions. Parkview is currently not seeking any drugs/therapeutic technologies.

The Competitions are open for participation by individuals, teams, legal entities and organizations from across the innovation ecosystem, from start-ups, university researchers, students, incubators/accelerators, as well as other industry innovators (referred to as “Participant”). An entrant team consisting of more than one individual and not representing a legal entity is referred to as “Participant Team”.

“Participant” in these Terms shall refer to individual Participants as well as each individual member of any Participant Team and/or the Participant Team.

By registering and participating in the Competition(s), Participant accepts and agrees to comply with these terms and conditions (the “Terms”) and the decisions of Parkview, which will be final and binding in all respects, including Parkview’s right to verify eligibility, to interpret these Terms, and to resolve any claims or disputes relating to this Competition(s) at any time.

¹ For purposes of these Terms, Parkview shall refer to Parkview Health System, Inc. including its affiliates, subsidiaries, successors, and assigns.



MATTER is responsible for the collection, submission or processing of submitted solution entries (“Entries”), the Competition website parkviewinnovation.com (the “Competition Website”), and the overall administration of the Competitions. Participants should direct any questions, comments or problems related to the Competitions to MATTER. MATTER may be reached by email at parkviewchallenge@matter.health during the Competition Period.

2. ELIGIBILITY

The Competitions are open for participation by individuals, legal entities and organizations from across the innovation ecosystem, from start-ups, university researchers, students, incubators/accelerators, as well as other industry innovators, either as sole participant or as part of a Participant Team.

Each individual member of a Participant Team 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 permitted to be part of more than one Participant Team and may enter as part of a Participant Team and as a sole participant if they desire.

Only one (1) person on a Participant Team will be considered Participant for entry purposes (“Team Representative”). To be eligible to enter the Competitions, Participant must be above the age of majority in the country, state or jurisdiction of residence at the time of entry. The Competitions are void in all countries where prohibited by law.

Judges and/or members of the Review Panel of the Competitions are not eligible to participate in the Competitions, individually or as a part of a Participant Team. To the extent a Participant is a Parkview employee or a Participant Team is comprised, in whole or in part, of Parkview employees, only non-control group employees (as defined by applicable law) are permitted to participate.

Participants who are health care professionals (HCPs)² may be required to sign a separate agreement with Parkview to ensure compliance with Parkview policies regarding interaction with HCPs. Parkview will report any transfer of value to an HCP in accordance with U.S. Local/State/Federal laws. This includes any indirect payments made by MATTER to an HCP or a Health Care Organization (HCO) on behalf of an HCP. Additionally, any transfer of value may be subject to limitations by local/state regulations.

If Participant is entering as part of a company or on behalf of its employer, these Terms are binding on Participant as well as the employer. If Participant is acting within the scope of the employment, as an employee, contractor, or agent of another party, by submitting the Entry, Participant warrants that such party has full knowledge of Participant’s actions and has consented thereto, including to these Terms and Participant’s potential receipt of an award. Participant furthermore warrants that Participant’s actions do not violate the employer or company’s policies and procedures.

² For purposes of these Terms, HCPs refers to any health care provider including, but not limited to, any individual, professional corporation, corporation, facility, or institution licensed or legally authorized by the State of Indiana to provide health care or professional services as a licensed physician, a psychiatric hospital, a hospital, a health facility, an emergency ambulance service, a dentist, a registered or licensed practical nurse, a midwife, an optometrist, a pharmacist, a podiatrist, a chiropractor, a physical therapist, a respiratory care practitioner, an occupational therapist, a psychologist, a paramedic, an emergency medical technician, an advanced emergency medical technician, an athletic trainer, or a person who is an officer, employee, or agent of the individual, partnership, corporation, professional corporation, facility, or institution acting in the course and scope of the person's employment.



Parkview reserves the right to verify eligibility and to adjudicate on any dispute at any time.

3. PHASES OF THE COMPETITION

3.1. ENTRY SUBMISSION

A Participant who wishes to enter the Competitions may do so via the Competition Website by submitting the entry 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 key problems, a description of the solution and its value proposition.

Participant must be able and willing to work with a Parkview team on a co-development program to help advance the proposed solution.

Entries must be submitted per the instructions on the Competition Website and may be submitted at any time between February 4, 2020 and April 10, 2020 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 become the property of Parkview.

Entries will be considered non-confidential. By submitting an Entry, Participant acknowledges and agrees that the Entry will not be treated as confidential. It is Participant’s responsibility, before submitting an Entry, to consult a lawyer or patent attorney as to the effect of the Entry being a non-confidential, the desirability of seeking patents or other protection for the Entry, and the ownership and protection of any intellectual property that may be embodied in the Entry.

By submitting an Entry, Participant warrants and represents that:

- i. The Entry is the original work of Participant;
- ii. Participant consents to the submission and use of the Entry in the Competition(s);
- iii. The Entry does not contain any copyrighted material not owned by Participant or, if applicable, Participant Team and, to the best of Participant’s knowledge, 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(s) and there are no claims, judgments or settlements against or owed by Participant or pending or threatened claims or causes of action, which do or could impact Participant’s right to 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 Parkview 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.



- vii. The Participant has full right to participate in the Competitions and is not precluded from doing so by virtue of any obligation, contractual or otherwise, to any third party.
- viii. Participant understands that by submitting an Entry and otherwise participating in the Competitions, Participant may be waiving various rights including, without limitation, rights to confidentiality or intellectual property rights, to the Entry and/or any material associated therewith such as presentations, pitches, or other material. Participant further understands that by submitting an Entry, Participant may be making a public disclosure of intellectual property.

By submitting the Entry, Participant agrees that, if Participant is selected as a Finalist, Participant will fully participate in the Pitch Competition. Participant further agrees to first negotiate in good faith with Parkview for the right of Parkview 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 formal partnerships with other health care systems or pharmaceutical firms;
- b. whether Participant cooperates or intends to cooperate with partners. All (potential) partners must be named;
- c. whether Participant is a HCP.

Participant's submission of the Entry by electronic means is at its own responsibility and risk. Neither Parkview nor MATTER shall be liable for loss of data and illegal intrusion into the respective systems by third parties.

3.2. SELECTION CRITERIA

Throughout the Competitions, the Entries and developed solutions will be judged and scored by a review panel chosen by Parkview ("Review Panel").

The Review Panel will rank the Entries based on:

- Ability to clearly articulate the problem statement addressed in the Competition description
 - The description of the unmet market need of the stakeholders involved, and the deficiencies of current solutions.
- Quality, feasibility, and scale 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.

The Review Panel reserves the right to assess Entries and developed solutions in the manner determined by the Review Panel, which may include interviews or discussions with certain Participants. The Review Panel has the sole and exclusive authority to evaluate Entries and select Finalists.

3.3. SELECTION OF FINALISTS

After the Innovation Competition, the Review Panel will select 3 – 5 Finalists. The Finalists will be notified by the email address provided by with the Finalists' Entry.

If any email notification is returned as undeliverable, or if a Finalist does not respond within the required number of days specified by Parkview, or if any information submitted by Participant is found in non-compliance with the Terms, raises significant concern to Parkview or if a Finalist decides to decline the prize for any reason, Parkview shall have no further obligations to such Finalist and the applicable prize will be forfeited and may be awarded to a runner-up Finalist, time-permitting and at Parkview's sole discretion.

If, once selected as a Finalist, a Participant is of the opinion that the solution cannot be further discussed or developed without the disclosure of any confidential or proprietary information, Parkview will, if it deems necessary, enter into a confidentiality agreement with Participant to make sure the mutual interests are protected.

4. AWARDS

Innovation Competition Awards:

Up to five Finalists for the will receive:

- The right and obligation to participant in the Pitch Competition; and
- Mentoring from Parkview, MATTER staff and stakeholders from across the healthcare community

In addition, the top Finalist will receive a \$10,000 award.

Pitch Competition Awards:

Up to one winner of the Pitch Competition will receive:

- The opportunity to explore a pilot opportunity with Parkview health
- Free one year "Global" MATTER membership

Award of the prize is conditional upon the Finalist's signing of an award agreement as will be provided by Parkview.

Prizes are non-transferable and prize substitutions or cash redemptions will not be allowed. Except where prohibited by law, all tax liabilities are the responsibility of the prize winners and Parkview will not 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(s) being subject to any tax, levy, or other charge in any jurisdiction.



By agreeing to award the opportunity to explore a pilot opportunity with Parkview Health, Parkview in no way guarantees or warrants such pilot opportunity but merely represents that it will, in good faith, explore doing so consistent with the practical ability for the parties to engage in a pilot opportunity and compliance with applicable law.

In the event a Participant Team is deemed a Finalist, the Team Representative of such Participant Team will be solely responsible for dividing the prize amongst all Participant Team members. Finalists are 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 Parkview in its sole discretion.

In no event will the selection of Finalists, evaluation of Entries, or determination of Awards be predicated on or take into account any existing or future ability to induce any patient health care referrals between the parties or between any Participant and Parkview. The Awards to be paid under these Terms shall not be adjusted or renegotiated based on the volume or value of any referrals to, or business otherwise generated for, Parkview or its affiliates. There is no requirement that any Participant make referrals to, be in a position to make referrals to, or otherwise generate business for, Parkview or its affiliates as a condition of participating in the Competitions, becoming a Finalist, or receiving an Award.

If at any time these Terms are found to violate any federal or state statute, rule or regulation, or administrative or judicial decision, subjects any individual to any form of excise tax or monetary penalty, jeopardizes either party's status as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, or does not satisfy a private use exception of IRS Rev. Proc. 97-13 then these Terms shall be void to such extent.

5. INDEMNIFICATION, WARRANTIES AND ACKNOWLEDGEMENTS

Participant accepts the conditions stated in these Terms, agrees to be bound by all decisions of Parkview with regard to the Competitions, and warrants that he/she is eligible to participate in the Competitions 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, to the best of Participant's knowledge, the possession or use of the Entry or any idea, invention, information or materials comprised in the Entry by Parkview will not misappropriate or infringe any intellectual property rights of others.

Participant warrants that the Entry shall not contain any confidential information of any individuals or third parties including, without limitation, personally identifiable information, protected health information, or other sensitive or confidential information as defined by United States or international law including, without limitation, the Health Insurance Portability and Accountability Act of 1996, and the rules and regulations promulgated thereunder, as may be amended from time to time (collectively, "HIPAA"), the General Data Protection Regulation (GDPR), and the California Consumer Protection Act (CCPA) without the express written authorization of the individual or third party. Participant agrees to indemnify, hold harmless, and defend Parkview and MATTER for any damages (including payment of reasonable attorneys' fees) in connection with any claim, loss, damage, penalty, or fine arising out of an allegation that an Entry included such confidential information.



Participant agrees to indemnify, hold harmless, and defend Parkview and MATTER for any damages (including payment of reasonable attorneys' fees) in connection with Participant's participation in the Competition(s) or Participant's acceptance, possession or use of any award from the Competition(s).

Participant agrees to indemnify, hold harmless, and defend Parkview and MATTER for any claim and/or damages (including payment of reasonable attorneys' fees) in connection with any claim alleging violation of any intellectual property rights including, but not limited to, misappropriation or infringement arising in any way from Participant's participation in the Competitions.

Participant acknowledges that Parkview may presently, during the Competitions, 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 Parkview 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(s). 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.

6. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

By submitting an Entry, Participant acknowledges and agrees that the Entry will not be treated as confidential.

If selected as a Finalist, if Participant is of the opinion that it cannot further discuss or develop the solution without disclosing any confidential information, Parkview will, if considered necessary, enter into a confidentiality agreement with Participant.

If any Entry, innovation, invention, idea, or conception was conceived, created, reduced to practice, or placed in a tangible medium under circumstances that would have subjected the material to Parkview's Intellectual Property Policy, as amended from time to time, then such material is subject to Parkview's Intellectual Property Policy. Without limiting the generality of the foregoing, if Participant is, or was at any relevant time, a Parkview co-worker, then Participant's participation in the Competitions is governed by Parkview's Intellectual Property Policy. Further, if a Participant Team is or was at any relevant time comprised, in whole or in part, of Parkview co-worker(s), the Participant Team's participation in the Competitions is likewise governed by Parkview's Intellectual Property Policy.

By submitting its Entry, Participant agrees that, if selected as a Finalist, Participant will first negotiate in good faith with Parkview for a right of to acquire or license Participant's solution, including any further changes or developments made thereof during the Competition Period.

Participant shall not to use the Parkview name, logo, corporate identity or images without Parkview's prior written consent.

7. OTHER

- i. TRAVEL EXPENSES. Subject to Parkview's prior written approval and Parkview's travel policy, Parkview shall reimburse reasonable travel expenses for Participants and Participant Teams in the Innovation Competition provided that the total travel expenses per Participant or Participant Team shall not exceed \$2,000 for the Innovation Competition.



- ii. **NO OFFER OR PAYMENT FOR PRODUCTS OR SERVICES.** Any amount paid or reimbursed by Parkview hereunder, or Participant’s participation in the Competitions, is not intended to be, nor shall it be construed as, an offer or payment made, whether directly or indirectly, to purchase, lease or order of any item or service of Parkview.
- iii. **COMPLIANCE WITH REQUIREMENTS.** Determination of compliance with entry, technical, and other requirements and these Terms will be in the sole discretion of Parkview. Parkview reserves the right to disqualify any Participant whose participation may, or Entry that may, cause controversy or negative publicity for the Competitions, MATTER, Parkview or any third parties.
- iv. **NO LIABILITY.** Parkview and MATTER assume no responsibility for the following: any problems, technical malfunctions or delays in electronic operations or transmissions; Entries that are lost, stolen, incomplete, damaged, garbled, destroyed, misdirected or not received for any reason; destruction of or 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 Competitions; or any errors in these Terms or in any advertisements or correspondence in connection with the Competitions.
- v. **PARTICIPANT CONSENT.** Participant consents, authorizes and grants to Parkview and MATTER the irrevocable and unrestricted right and permission to take, copyright, use and publish 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 Competitions for Parkview’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.
- vi. **TIMEKEEPING.** During the Competitions, MATTER’s administrator’s server/computer is the official timekeeping device.
- vii. **PARKVIEW DECISIONS.** Parkview’s decisions are final and binding in all other matters relating to the Competitions.
- viii. **PRECEDENCE.** In the event of any inconsistency between these Terms and any other provisions published or otherwise communicated in relation to the Competitions, these Terms shall prevail.
- ix. **COMPETITION CANCELATION OR SUSPENSION.** Parkview reserves the right to cancel or suspend the Competitions at any time at its discretion.

8. 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 and age of Participants as well as names of members of Participant Teams.

By submitting Personal Data of members of a Participant Teams, the Team Representative represents and warrants that all necessary permissions from all members of Participant Team have been obtained.

Parkview and MATTER collect, process, and/or use Personal Data submitted for the purposes of the Competitions in accordance with these Terms, in particular for verifying the identity of Participants, for administering the Competitions, and to contact Participants for the organization and execution of the Competitions.



Parkview and MATTER may anonymize and aggregate data collected through the Competition Website for statistical purposes to help improve their products and services.

Participant expressly consents to: (i) the collection, use and retention by Parkview and MATTER of Participant's personal and business information contained in the Entry for all purposes (including promotion and publicity) related to Parkview's Innovation Program, 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 Parkview websites as well as on its social media channels (Facebook, Twitter, YouTube, Instagram, etc.).

9. DISPUTES

Participant agrees that any and all disputes, claims and causes of action out of or connected with the Competitions shall be resolved individually, without resort to any form of class action, the right to which is expressly waived. All issues and questions with regard to the construction, validity, interpretation and enforceability of these Terms, or the rights and obligations of Participant, Parkview and/or MATTER shall be governed by, and construed in accordance with, the laws of the state of Indiana, USA, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any other jurisdiction.

The exclusive jurisdiction and venue of any action with respect to the subject matter of these Terms shall be the state courts of the State of Indiana or the United States District Court for the Northern District of Indiana; and Participant submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Competitions, but in no event attorneys' fees. Participant hereby waives all rights to (i) claim or be awarded any punitive, direct, indirect, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and (ii) to have damages multiplied or otherwise increased, including for willful patent infringement.