



American Association of  
**NURSE ANESTHESIOLOGY**

**Rm8 Innovation Lab: iNov8 Pitch Competition  
2024 Official Rules**

- **NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE IN THIS PROGRAM. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**
- **VOID WHERE PROHIBITED BY LAW (INCLUDING IN ANY COUNTRY/JURISDICTION WHERE CONTESTS ARE NOT LEGAL TO OPERATE), OR IN A COUNTRY/JURISDICTION THAT WOULD REQUIRE THE CONTEST TO BE REGISTERED AND/OR BONDED WITH A GOVERNMENTAL AGENCY OR OTHER REGULATORY BODY (E.G., QUEBEC IS EXCLUDED) OR WOULD REQUIRE THESE OFFICIAL RULES TO BE TRANSLATED INTO A LANGUAGE OTHER THAN ENGLISH IN ORDER TO BE ENFORCEABLE.**
- **THIS PROGRAM IS A SKILL-BASED CONTEST.**
- **THE PROGRAM IS OPEN TO ELIGIBLE START-UP COMPANIES WHO SUBMIT AN APPLICATION AND ARE SELECTED BY THE RM8 INNOVATION LAB BY INVITATION TO PARTICIPATE IN RM8 INNOVATION LAB: INOV8 PITCH COMPETITION WHICH WILL BE PRE-RELEASED ON MARCH 13, 2024. THE RM8 INOV8 PITCH COMPETITION IS TAKING PLACE ON MONDAY, AUGUST 5, 2024, AT THE SAILS PAVILION IN THE SAN DIEGO CONVENTION CENTER (“EVENT”). SEE BELOW FOR ELIGIBILITY AND APPLICATION REQUIREMENTS.**
- **WINNERS WILL BE REQUIRED TO EXECUTE PRIZE ACCEPTANCE DOCUMENTS OR PRIZE MAY BE FORFEITED (IN SPONSOR’S SOLE DISCRETION), AS MORE FULLY DETAILED BELOW.**
- **ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**
- **SPONSOR OBTAINS RIGHTS FROM ENTRANTS TO USE ANY AND ALL CONTENT SUBMITTED AS PART OF THE CONTEST.**

**BY SUBMITTING AN APPLICATION TO BE CONSIDERED FOR THIS PROGRAM, PARTICIPANT AGREES TO THESE OFFICIAL RULES (“OFFICIAL RULES”), WHICH ARE A**

**CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR FROM THE ENTRANT (I.E., A REQUIREMENT THAT THE ENTRANT DEFEND AND/OR REIMBURSE SPONSOR FROM/FOR CERTAIN LOSSES) AND A LIMITATION OF ENTRANT’S RIGHTS AND REMEDIES.**

1. **OVERVIEW/TIMING**: The Rm8 Innovation Lab: iNov8 Pitch Competition 2024 (“**Program**”) is sponsored by The Rm8 Innovation Lab, a division of AANA Association Management Services, Inc. (“**Sponsor**” or “**Rm8**”). The Program begins at 11:30 am PT on Monday, August 5, 2024] and ends with the announcement of the Winners (defined below) on or about 5:00 pm PT on Monday, August 5, 2024 (“**Program Period**”). The Program Period is subject to extension, modification or cancellation, as determined by Sponsor in its sole discretion. In the event that Sponsor elects to extend or otherwise modify the Program Period, it will post updated information regarding the revised Program Period deadlines on the Program website, available at [www.aana.com/premier-event/annual-congress/](http://www.aana.com/premier-event/annual-congress/) (the “**Program Site**”). During the Program Period, first individuals will need to submit an application (the “**Application**”) to be considered to participate in the Event. The Application entry period will begin on or about March 13, 2024 at 12:00 pm CST and all Applications must be received by Sponsor on the Program Site on or before 12:00 pm CST on April 26, 2024 (“**Application Submission Period**”), unless extended by Sponsor. Each selected Participant (defined below), will be required to participate in the Event, and give presentations and submit additional materials and content in connection with the pitch competition (collectively with the Application, the “**Content**”) in order to be considered for the Prizes (defined below). Each Participant must follow Sponsor’s instructions (as may be emailed to Participant or posted on the Program Site) in order to compete for a prize in this Program.

2. **HEALTH AND SAFETY**: The Rm8 Innovation Lab: iNov8 Pitch Competition 2024 may implement and enforce health and safety protocols established by the CDC, Rm8 Innovation Lab, and federal, state, and local government agencies and Rm8 Innovation Lab reserves the right to make changes in compliance in these protocols at its sole discretion in advance of the Event.

3. **ELIGIBILITY**: This Program is open only to startup companies meeting the detailed application criteria below who are represented by an individual who is legally able to bind the company and is at least the age of majority in his or her country/jurisdiction of residence; provided, such company/individual is not a “Prohibited Person” from entering or doing business in the U.S., which means they reside in country that is subject to U.S. trade or economic sanctions administered by Office of Foreign Assets Control (“**OFAC**”), including, without limitation, individuals/entities on the U.S. Treasury Department’s Specially Designated Nationals (“**SDN**”) list or a foreign national of a country subject to U.S. trade or economic sanctions, as may be updated from time to time designated by the United States Treasury’s Office of Foreign Assets Control (see <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> for additional information) (currently including, without limited to, Afghanistan, Belarus, Cote d’Ivoire, Democratic People’s Republic of Korea [North Korea], Eritrea, Guinea, Iran, Iraq, Lebanon, Liberia, Myanmar [Burma], Pakistan, Rwanda, Sierra Leone, Sudan, Syria, and Zimbabwe). Employees, officers, directors, members, managers, agents and representatives of Sponsor, its parent

company, and each of their respective affiliates, divisions, franchisees, representatives, consultants, sub-contractors, suppliers, distributors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies (collectively, the “**Released Parties**”), and members of their immediate families (defined for these purposes as including spouse, partner, parents, legal guardians, children, and siblings and each of their respective spouses) and individuals living in the same household as such individuals, are not eligible. Participant must not be under any legal or contractual obligation that would prohibit its participation in this Program as described in these Official Rules. If participating in this Program would result in a violation by Participant of any law applicable to it or any agreement to which it is a party, such Participant is ineligible to participate. Participation in this Program constitutes Participant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsor, which are final and binding in all matters.

4. **PROGRAM DATES:** During the Program Period, there are a series of related deadlines and events which start and end on or about the dates noted below:

**IMPORTANT PROGRAM DATES:**

<b>EVENT</b>	<b>START TIME/DATE</b>	<b>END TIME/DATE</b>
APPLICATION SUBMISSION PERIOD:	March 13, 2024 at 12:00 pm CST	April 26, 2024 at 12:00 pm CST
APPLICATION JUDGING PERIOD (the “ <b>Application Judging Period</b> ”):	April 29 – May 6, 2024	
NOTIFICATION OF ACCEPTANCE OR DENIAL EVENT:	<b>May 8-16, 2024</b>	
	Monday, August 5, 2024	Monday, August 5, 2024
WINNERS ANNOUNCED (on or by):	Monday, August 5, 2024	

All dates are subject to change/extension/cancellation, in Sponsor’s sole and absolute discretion.

5. **HOW TO SUBMIT AN APPLICATION:** To be considered to participate in the Program, during the Application Submission Period, you may visit the Program Site or otherwise follow the call to action provided in any advertising for the Program. The Program Site will contain a description of the Program and the official Application. Each individual on behalf of their startup will be asked to submit an official Application through the Program Site, which may request from individual, among other things, his/her full name, home address (no P.O. Boxes), e-mail address, and related registration information, as prompted, as well as answer specific questions about your company’s innovation. Sponsor is issuing this call for innovation to identify five (5) startup organizations, led by a certified registered nurse anesthetist (“**CRNA**”) or a resident in a nurse anesthesiology program (“**Resident**”), that are pursuing disruptive innovations that have the potential to create value for patients, CRNAs,

Residents, and other stakeholders in the perioperative space. The innovation must be demonstrable as a sketch, prototype or software mockup at the time of application, and must be demonstrable on a physical or virtual stage.

Individuals must complete and submit the Application with all required information to the Program Site for the Application to be eligible. **Successful applicants are encouraged to develop their ideas and exercise their skills in creativity, innovation, and entrepreneurship at the Rm8 iNov8 Pitch Competition, a place to share, develop, test, and refine an idea. Those startup companies meeting the detailed application criteria below are invited to apply for participation in the Program.**

- The startup organization must either employ either a CRNA or Resident or be led by either a CRNA or Resident and have the primary business purpose of pursuing disruptive innovations that have the potential to make a profound market impact by creating value for patients, CRNAs, Residents, and other stakeholders in the healthcare space.
- The company must not have raised more than \$5 Million Dollars in funding.
- The company must participate in pitch coaching, technical rehearsal, and pitch competition filming as directed by Rm8.
- Companies who have previously participated in the Rm8 iNov8 Pitch Competition are ineligible.

Limit one (1) Application for the Program per company during the Application Submission Period.

To participate in this Program, Applications must be submitted and received by Sponsor during the Program Period in strict accordance with these Official Rules and Sponsor's instructions, which may be sent by email or posted on the Program Site. The database clock for the Program Site will be the official timekeeper for this Program. Other proof of submitting or attempting to submit (such as, without limitation, a screenshot) does not constitute proof of actual receipt of the Application for purposes of this Program. Those who do not abide by these Official Rules and the instructions of Sponsor and provide all required information in their Application may, in Sponsor's sole discretion, be disqualified.

Applications that are incomplete, lost, late, misdirected, mutilated, fraudulent, illegitimate, incomprehensible, garbled, or generated by a macro, bot, or other automated means will not be considered and will be void. No Released Party will have any responsibility or liability for any dispute regarding any individual, including the identity of any individual or issues of ownership or allocation of intellectual-property rights in any Application. In the event that any dispute regarding an Application or individual cannot be resolved to Sponsor's satisfaction, the Application will be deemed ineligible, and the individual disqualified from being selected to attend Event. Sponsor will collect and process individual's personal information and it will be shared with Sponsor's partners, agents and affiliates to the extent necessary to conduct the Program. The collection and storage of an individual's personal information will be in accordance with Sponsor's privacy policy which can be found at <https://www.aana.com/privacy-policy/>. As a condition of entering the Program, without limiting any other provision in these Official Rules, each Participant gives consent for Sponsor and its agents to obtain his/her name, email or mailing address, and other information and to deliver that information to third parties for the purpose of administering this Program and complying with applicable laws, regulations, and rules. Sponsor reserves the right to contact Participants for verification purposes and administration of the Program. Each Participant acknowledges that other

Participants may have created ideas and concepts contained in their Application that may have familiarities or similarities to their Application, and that he/she/it will not be entitled to any compensation or right to negotiate with Sponsor because of these familiarities or similarities. APPLICATIONS MAY NOT BE RETAINED AND MAY BE DESTROYED; KEEP A COPY OR THE ORIGINAL OF EACH ELEMENT OF YOUR APPLICATION. ANY APPLICATION THAT DOES NOT CONFORM TO THE REQUIREMENTS IN THESE OFFICIAL RULES MAY, IN SPONSOR’S SOLE DISCRETION, BE DEEMED INELIGIBLE TO PARTICIPATE IN THE PROGRAM.

6. **SELECTION OF EVENT PARTICIPANTS:** During the Application Judging Period (see chart above for details), eligible Applications will be judged by a panel of judges chosen in Sponsor’s sole discretion (the “**Judges**”), based on the following criteria and according to the percentage weights indicated:

**Application Judging Criteria**

Application Criteria	Weight/Points	Notes
Innovation	40% (0-40 pts)	Invention vs. Innovation – Does this product/solution exist in the marketplace? Is this a brand-new product/solution?
Depth of Product Description	20% (0-20 pts)	Did the company provide clear articulation of what their product/solution does, how it works, and their solution’s process?
Product/Solution Performance	20% (0-20 pts)	Did the company provide quantitative metrics for the solution they provide (e.g., improved efficiency, reduced inaccuracy, etc.)?
Market, Consumer, and/or Societal Impact	10% (0-10 pts)	What is the product/solution potential or proposed industry impact?
Rm8 Alignment	10% (0-10 pts)	Are there industry applicability/indirect or direct ties to current/future standards-based use cases?

(“**Application Judging Criteria**”). Based on the total score the Judges assign to each Application using the Application Judging Criteria, up to five (5) Applications will be selected as the potential invitees to participate in the Event (selected and confirmed Event attendees and their companies are collectively referred to as “**Participants**”). In the event of a tie in the selection of a Participant, the tie will be broken by naming as the Participant the entry with the higher score on the “**Innovation**” Criterion. All decisions by Judges, including interpretation of these Official Rules and related documents, are within the sole and absolute discretion of Sponsor and are final. Further details regarding the Event will be posted on the Program Site and provided to Participants as it gets closer to the Event. Sponsor reserves the right to contact Participants for verification purposes and administration of the Program. All Judges’ decisions are final and binding in all matters relating to this Program. Those companies who have been selected as a Participant will be notified on or around May 8-16, 2024, by email, phone, or using other contact information provided for entry in Sponsor’s sole discretion. Sponsor reserves the right to modify the notification procedures and

applicable deadlines for responding in connection with the selection of any alternate potential winner, if any. If a Prize (defined below) is legitimately claimed, it will be awarded. Upon Prize forfeiture or inability to use a Prize or portion thereof, no compensation will be given, and Sponsor will have no responsibility or liability to that Participant.

As a condition of being awarded the Prize, each Participant may be required, in Sponsor's sole discretion be required to complete, sign, and return, without alteration and in the form presented by Sponsor, a speaker and registration agreement for the Event (collectively, the "**Participant Documents**"), according to Sponsor's instructions within three (3) business days from when Sponsor sends the Participant Documents or other time frame as specified by Sponsor or its representative. Failure to comply with these requirements, Sponsor's or its representative's instructions, or these Official Rules may, in Sponsor's sole discretion, result in disqualification from the Program and forfeiture of any prize potentially won. The Participant Documents, if required, are each subject to verification by Sponsor and may require the participant to provide his or her Social Security Number and/or a copy of government- issued identification card or number therefrom. Federal IRS 1099-MISC forms may be issued as appropriate in Sponsor's sole discretion. Decisions of the Sponsor are final on all matters relating to the Program, including interpretation of these Official Rules, determining the Participants, and awarding of the Prizes.

7. **EVENT PARTICIPANT PRIZES:** Sponsor will be awarding each Participant with the following Event participation Prize package consisting of:

- Networking/presentation opportunities to secure connections and create awareness with attendees. Pitch your product to potential customers and strategic investors that could change the course of your business!
- Two (2) complimentary registrations per organization, approximately \$1,650 value in total.
- (1) 5-minute pitch with Judges' and (1) 5-minute follow-up Q&A session.
- Pitch coaching offered to all accepted Rm8 iNov8 Pitch Competition participants as part of the program.
- Winners to be announced on stage at the next AANA Annual Congress general session following the Rm8 iNov8 Pitch Competition on August 5, 2024.
- Inclusion as appropriate in AANA, AANA Insurance Services, and Rm8 marketing promotional efforts.
- Potential for investment from Rm8 and AANA.

8. **DETAILS ON HOW TO WIN PRIZES:**

At the Event, Participants who are invited and selected by Sponsor to attend Event will be required to participate in a pitch competition during the Event. Details on what will be expected at the pitch competition will be provided to Participants selected to participate. Participants Content will be judged as more fully detailed in the "**Winner Selection**" Section below. All Content must abide by the "**Submission Requirements**" detailed in the Section of the same name below or the Participant may, in Sponsor's sole discretion, be disqualified from the Program. By participating in this Program, each Participant represents and warrants that it has the full right and authority to participate in this Program, submit the Content, and grant the rights granted in these Official Rules. In the event an individual attending the Event engages in behavior that (as determined by Sponsor or any prize provider in its or their sole and absolute discretion) is obnoxious, inappropriate, or threatening, illegal

or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the right to receive a prize.

9. **SUBMISSION REQUIREMENTS:**

Participant's Content must meet all of the following requirements, as determined by Sponsor, in its sole discretion, or the Participant and his/her Content may be disqualified:

- **All aspects of the Content must be solely owned by or licensed to the Participant or in the public domain. All third-party content not owned by or licensed to the Participant is prohibited, unless such content is in the public domain. Participant's rights in the Content must be sufficient to allow it to grant all exclusive licensed rights granted to Sponsor or any other party to which rights are granted under these Official Rules. Sponsor may request written proof of ownership of or adequate license to Participant of any Content. Failure to timely provide adequate proof of ownership or sufficient license rights in any content included in the Content (as determined by Sponsor in its sole discretion) may result in the Participant being disqualified and the Application being deemed void.**

- All Content must be entirely in the English language, or Participant must provide an accurate English translation at Sponsor's request and within the timeframe requested.
- If any part of a Participant's Content depicts or includes testimonials from any person that is not the Participant, Participant must have all permissions and rights from the individual depicted and agrees to provide Sponsor with written confirmation of those permissions and rights upon request.
- Content must not create or imply any association between Sponsor and any individual or entity or his, her, or its products or services, including the Participant.
- Content must not infringe, misappropriate, or violate any rights of any third party, including, without limitation, patent, copyright (including moral rights), trademark, trade secret, or rights of privacy or publicity.
- Content must not include information or content that is pornographic or otherwise adult-oriented.
- Content must not in any way violate any federal, national, state or local laws, rules, or regulations, or any applicable laws of other applicable jurisdiction(s).
- Content must not be, in Sponsor's sole discretion, objectionable or inappropriate.

**Participant agrees that his, her, or its participation in the Program and agreement to these Official Rules and Sponsor's reproduction, display, and use of the Content in accordance with these Official Rules, will not violate any agreement to which Participant is a signatory or party or any law applicable to Participant.**

**Participant agrees to indemnify the Released Parties from and against any and all claims from any third party for any use or reuse by Sponsor (or its agents, representatives, or licensees) of the Content authorized under these Official Rules.**

Sponsor reserves the right in its sole discretion to disqualify from the Program any Participant whose Content (in its sole discretion) refers, depicts, or in any way reflects negatively upon a Sponsor or another Released Party, the Program, or any other person or entity or does not comply with these Official Rules, including any of the above Submission Requirements.

10. **PITCH COMPETITION WINNER SELECTION:** During the pitch competition, all Content presented/submitted will be judged by the Judges, based on the following criteria:

**Judging at Pitch Competition**

Judging Criteria (Pitch Competition)	Weight/Points	Notes
Pitch Content (60% total)		
Customer and Problem	20% (0-20 pts)	<ul style="list-style-type: none"> <li>Is it clear from the pitch who the product/solution is targeted to?</li> <li>Is there a specific pain point the founders are addressing for that customer?</li> <li>Is the total addressable market size significant?</li> <li>Is the need for this solution real?</li> </ul>
Solution and Benefits	20% (0-20 pts)	<ul style="list-style-type: none"> <li>Does the product successfully address the stated problem?</li> <li>Did the founders explain and/or demonstrate, in simple language, how the solution works and what the key features are?</li> <li>Are there meaningful or measurable benefits to the customers that use this solution? (faster, cheaper, easier, etc.)</li> </ul>
Innovation	15% (0-15 pts)	<ul style="list-style-type: none"> <li>Is it clear what makes their solution unique, better, or different?</li> <li>Is there a 'secret sauce' in their approach, design, usability, etc.?</li> <li>How strongly do you believe in its potential to win the market?</li> </ul>
Rm8 Alignment	5% (0-5 pts)	<ul style="list-style-type: none"> <li>Are there industry applicability/indirect or direct ties to current/future innovation initiatives?</li> </ul>
Pitch Delivery (40% total)		
Crowd Engagement	15% - 0-15pts	<ul style="list-style-type: none"> <li>Was the presenter relatable to the audience? Was the presenter enthusiastic and passionate about the innovation?</li> </ul>
Clear Communication	10% - 0-10pts	<ul style="list-style-type: none"> <li>Did the presenter speak clearly and confidently?</li> </ul>
Pitch Closing	15% - 0-15pts	<ul style="list-style-type: none"> <li>Was there a call to action? Was the call to action compelling for implementation of the product/solution?</li> </ul>



(“**Pitch Competition Judging Criteria**”). Based on the total score the Judges assign to each pitch using the Pitch Competition Judging Criteria, Sponsor will select one (1) first place winner, one (1) second place winner and one (1) third place winner and a fourth (4<sup>th</sup>) through eighth (8<sup>th</sup>) place winner (each Participant selected by Sponsor will be a potential “**Winner**”). In the event of a tie in the selection of a Winner, the tie will be broken by naming as the Winner the entry with the higher score on the “innovation functionality” Criterion listed above. All decisions by Judges, including interpretation of these Official Rules and related documents, are within the sole and absolute discretion of Sponsor and are final. Sponsor reserves the right to contact Participants for verification purposes and administration of the Program. All Judges’ decisions are final and binding in all matters relating to this Program.

Each entrant acknowledges that any of the Released Parties or other entrants may have created ideas and concepts contained in their Content that may have familiarities or similarities to his/her Content, and that they will not be entitled to any compensation or right to negotiate with the Released Parties because of these familiarities or similarities.

Sponsor will attempt to notify potential Winners at the Event that he or she may have won a Prize by email, phone, or using other contact information provided for entry in Sponsor’s sole discretion. In addition, a potential Winner’s name and his or her city and state or other general information may be posted on the Program Site or elsewhere publicly in Sponsor’s sole discretion. If any prize, prize notification, or Program-related communication is rejected, faulty, or undeliverable; if the potential Winner does not respond according to the notifications or Sponsor’s instructions; or if the Winner or potential Winner fails to comply with these Official Rules, the prize may, in Sponsor’s sole discretion, be forfeited and an alternate winner may be selected (time permitting) based on the original judging Criterion. Sponsor is not obligated to pursue more than three (3) alternate winners for any prize for any reason, in which case such prize may go unawarded. Sponsor reserves the right to modify the notification procedures and applicable deadlines for responding in connection with the selection of any alternate potential winner, if any. If a Prize is legitimately claimed, it will be awarded. Upon prize forfeiture or inability to use a prize or portion thereof, no compensation will be given and Sponsor will have no responsibility or liability to that participant. To claim a Prize, each Winner must follow the directions in his or her notification. As a condition of being awarded any prize, each Winner may be required, in Sponsor’s sole discretion, to complete and return a tax form to Sponsor. Each Winner may also, in Sponsor’s sole discretion, be required to complete, sign, notarize (if applicable), and return, without alteration and in the form presented by Sponsor, an affidavit of eligibility and liability/publicity release and tax forms (as applicable) (collectively, the “**Winner Documents**”) according to Sponsor’s instructions within five (5) days from when Sponsor sends the Winner Documents or other time frame as specified by Sponsor or its representative. Failure to comply with these requirements, Sponsor’s or its representative’s instructions, or these Official Rules may, in Sponsor’s sole discretion, result in disqualification from the Program and forfeiture of any prize potentially won. The Winner Documents, if required, are each subject to verification by Sponsor and may require the participant to provide his or her company’s tax id number. Decisions of the Sponsor are final on all matters relating to the Program, including interpretation of these Official Rules, determining the Winners, and awarding of the prizes.

11. **PRIZES & APPROXIMATE RETAIL VALUE (“ARV”)**: Sponsor will award the following “**Prizes**” to the winners of the pitch competition:

- 1<sup>st</sup> Place:** \$15,000 prize, awarded in the form of cash initiated via ACH payment;  
**2<sup>nd</sup> Place:** \$10,000 prize awarded in the form of cash initiated via ACH payment;  
**3<sup>rd</sup> Place:** \$5,000 prize awarded in the form of cash initiated via ACH payment;  
**4<sup>th</sup> Place:** \$2,500 prize awarded in the form of cash initiated via ACH payment;  
**5<sup>th</sup> Place:** \$2,500 prize awarded in the form of cash initiated via ACH payment.

Participants must participate in all aspects of the Prize described above to remain eligible to receive all the listed Prizes. Eligibility to receive the listed Prizes is contingent upon continued work and development of the product, idea, or startup (“**Project**”) submitted in the Participant’s Application. Participants must be prepared to present progress or developments related to the Project submitted in the Participant’s Application at the AANA Annual Congress general session following the Rm8 iNov8 Pitch Competition. Participants must also maintain communications with the Rm8 Innovation Lab following the Rm8 iNov8 Pitch Competition with updates related to their Project. Participants grant Rm8 Innovation Lab the right to use the following information from the Participant for use in public-facing marketing and promotional materials, presentations, and publications related to the Rm8 iNov8 Pitch Competition:

- Participant names, including names of the Participant’s affiliated company or startup and their associated trademarks or logos;
- The name and general description of the Project, including any associated technology, software, or prototypes submitted for consideration; and
- Information related to the Participant’s experience in the Rm8 iNov8 Pitch Competition, including any photographs or images taken at the Pitch Competition. Each Participant shall review and execute a Photography and Videography Release Form to allow Rm8 to use such photographs, images, or videos of Participant in marketing and future publications related to the Rm8 iNov8 Pitch Competition.

All Prize details not specifically stated in these Official Rules will be determined by Sponsor in its sole discretion. All taxes (federal, state, and local), as well as any expenses not specified in these Official Rules as being provided as part of the prize, are the sole responsibility of each Winner. Sponsor is not responsible for and will not replace any lost, mutilated, or stolen prize, or any prize that is undeliverable or does not reach a Winner because of incorrect or changed contact information. If a Winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited, and Sponsor will have no further obligation with respect to that prize or portion of the prize. Sponsor is not responsible for any inability of any Winner to accept or use any prize (or portion thereof) for any reason. Winners are strictly prohibited from selling, auctioning, trading or otherwise transferring any part of a prize, except with Sponsor’s permission, which may be granted or withheld for any reason in its sole discretion. No transfers, prize substitutions or cash redemptions will be made, except at Sponsor’s sole discretion. Sponsor reserves the right to substitute the stated prize or portion thereof with another prize or portion thereof of equal or greater value for any reason, including, without limitation, prize unavailability. No more than the stated prizes will be awarded. Participants waive the right to assert as a cost of winning any prize, any and all costs of verification and redemption or travel to claim the prize and any liability and publicity which might arise from claiming or seeking to claim the prize. Sponsor reserves the right to cancel or terminate the Program to the extent it doesn’t not receive enough entries to meaningfully award all of the Prizes. Prizes will be delivered within thirty (30) days of signature and delivery of the Winner Documents.

By entering this Program and accepting the prize, Winners agree to maintain his/her behavior at the Event and otherwise in accordance with all applicable laws and generally accepted social practices in connection with participation in any Program- or prize-related activity. Winners understand and agree that Sponsor and prize providers have the right, in each of their sole discretion, to disqualify and remove the Winner from any activity at any time if the Winner's behavior at any point is uncooperative, disruptive, or may or does cause damage to person, property, or the reputation of Sponsor or otherwise violates the policies of the prize provider, and in such a case, the Winners will be solely responsible for any and all related expenses.

12. **LICENSE & GRANT OF PUBLICITY RIGHTS:** By submitting Content, each Participant: (a) grants to Sponsor (and its affiliated entities and agents, representatives, licensees, successors, and assigns of Sponsor and its affiliated entities) the irrevocable, non-exclusive, transferable, sublicensable, absolute right and permission to use, edit, modify, copy, reproduce, publicly display and perform, stream (including livestream) and distribute any such Content submitted by the Participant, and to sublicense such rights to others, in perpetuity and in any medium now known or hereafter devised (including online and in digital media), anywhere throughout the world and in any language, including, without limitation, the right to display, reproduce, recreate, record, perform, exhibit, distribute, copy, edit, change, modify, add to, subtract from, re-title and adapt the same, to combine it with other material and otherwise use and exploit it, without further obligation or compensation of any kind to Participant, for the purposes of administering this Program and for the Sponsor's advertising, trade, commercial, promotional and publicity purposes; and (b) agrees that he/she/it shall not exercise his/her moral rights in any Content (e.g., the right to make any Content public, the right to determine the display of the author's name, and the right to preserve the integrity of any Content). Aside from the rights granted under these Official Rules, Participant remains (as between Participant and Sponsor) the owner of all right, title, and interest in and to the Participant's Content. Sponsor, and each of its successors, assigns and licensees, will have the right to make unlimited derivative works of Content, to assign or transfer any or all of Sponsor's granted rights and to grant unlimited, multiple-level sublicenses. Without limiting the forgoing, Sponsor will have the right to use the Content submitted as part of the Contest, and all images, text and materials included or depicted therein (if any), in any merchandising, advertising, marketing, promotion or for any other commercial or non-commercial purpose. Entrants hereby forever waive and relinquish all "moral rights (droit moral)" now or hereafter recognized in connection with Content submitted as part of the Contest. Participant grants to Sponsor the right and permission to use, publish, and otherwise publicly perform, distribute and distribute his or her Content as necessary to administer this Program and as otherwise described in these Official Rules.

Each Participant hereby acknowledges and agrees that the relationship between the Participant and Sponsor is not a confidential, fiduciary, or other special relationship, and that the Participant's decision to submit his/her Content for purposes of the Program does not place Sponsor in a position that is any different from the position held by members of the general public with regard to elements of his/her Application, other than as set forth in these Official Rules. (For the sake of clarity and without limiting the foregoing, these Official Rules do not purport to modify the terms of any separate agreement between Sponsor and any Participant, including any confidentiality or non-disclosure

agreement.). Each Participant understands and acknowledges that Sponsor has wide access to ideas, text, images, code, applications, software, and other creative materials. Each Participant acknowledges that Contest is not being submitted in confidence or in trust to Sponsor and that no confidential or fiduciary relationship is intended or created. Notwithstanding any custom and practice in the industry to pay an individual for an idea (if any), nothing herein shall create an implied or express contract to compensate Participants for their Content and there is no obligation for Sponsor to pay or otherwise compensate Participants for any of their ideas or materials in any communications with Sponsor, whatsoever. Each Participant also acknowledges that many ideas may be competitive with, similar to, or identical to his or her Content in idea, function, components, format, or other respects. Each Participant acknowledges and agrees that such Participant will not be entitled to any compensation as a result of Sponsor's use of any such similar or identical material that has or may come to Sponsor from other sources or be independently developed by or on behalf of Sponsor. Each Participant acknowledges and agrees that Sponsor does not now, nor will it have in the future any duty or liability (direct or indirect; vicarious, contributory, or otherwise) with respect to the infringement or protection of the Participant's patent, copyright, or other proprietary rights in and to their Content. Each Participant acknowledges that, with respect to any claim by Participant relating to or arising out of actual or alleged exploitation or use of any Content by Sponsor (or its affiliated entities or agents, representatives, or licensee), the damage, if any, thereby caused to the applicable Participant will not be irreparable or otherwise sufficient to entitle such Participant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition, or other exploitation of any Sponsor application, service or other property, and Participant's rights and remedies in any such event are strictly limited to the right to recover damages, if any, in an action at law.

**By participating in this Program (except where prohibited by law), each Participant grants Sponsor the irrevocable, sublicensable, free-of-charge, absolute right and permission to use, publish, post, stream (including livestream) or display his or her name, photograph, likeness, voice, biographical information, any quotes attributable to him or her, and any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material, in the Sponsor's sole discretion) for advertising, trade, promotional and publicity purposes anywhere worldwide, in any medium now known or hereafter discovered or devised (including, without limitation, on the internet) without further obligation or compensation of any kind to him or her, without any limitation of time, and without notice, review or approval, and each such person releases Sponsor (and any Sponsor representative, agent, or licensee exercising any right granted to Sponsor hereunder) from any and all liability related to such authorized uses. Nothing contained in these Official Rules obligates Sponsor to make use of any of the rights granted herein and each natural person granting publicity rights under this provision waives any right to inspect or approve any such use.**

**13. DISCLAIMER OF WARRANTIES: NOTHING IN THESE OFFICIAL RULES LIMITS, EXCLUDES, OR MODIFIES OR PURPORTS TO LIMIT, EXCLUDE, OR MODIFY ANY STATUTORY CONSUMER GUARANTEE OR ANY IMPLIED CONDITION OR WARRANTY, THE EXCLUSION OF WHICH FROM THESE OFFICIAL RULES WOULD CONTRAVENE ANY STATUTE OR CAUSE ANY PART OF THESE OFFICIAL RULES TO BE VOID ("NON-EXCLUDABLE GUARANTEES"). SUBJECT TO THE LIMITATIONS IN THE PRECEDING SENTENCE AND TO THE MAXIMUM EXTENT PERMITTED BY ANY**

**MANDATORY PROVISIONS OF APPLICABLE LAW, THE RELEASED PARTIES EXCLUDE FROM THESE OFFICIAL RULES ALL CONDITIONS, WARRANTIES, AND TERMS IMPLIED BY STATUTE, GENERAL LAW, OR CUSTOM, EXCEPT FOR LIABILITY IN RELATION TO A NON- EXCLUDABLE GUARANTEE. SUBJECT TO ANY NON-EXCLUDABLE GUARANTEES, EACH PARTICIPANT AGREES TO RELEASE, HOLD HARMLESS, AND INDEMNIFY (i.e., DEFEND AND/OR REIMBURSE) THE RELEASED PARTIES FROM ANY LIABILITY WHATSOEVER FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH DISTRIBUTION OF THE PARTICIPANT'S CONTENT OR WHILE PREPARING FOR, PARTICIPATING IN, AND/OR TRAVELING TO OR FROM ANY PROGRAM-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO/OF PERSON OR PROPERTY (HOWEVER (BUT ONLY IF REQUIRED BY LAW IN YOUR JURISDICTION), THIS RELEASE, HOLD HARMLESS, AND INDEMNIFICATION COMMITMENT DOES NOT APPLY TO CASES OF FRAUD OR BODILY INJURY OR LOSS OF LIFE OR TO THE EXTENT THAT ANY DEATH OR PERSONAL INJURY IS CAUSED BY THE NEGLIGENCE OF SPONSOR OR A THIRD PARTY, WHERE LIABILITY TO THE INJURED PARTY CANNOT BE EXCLUDED BY LAW).**

14. **ADDITIONAL DISCLAIMERS:** The Released Parties are not responsible and/or liable for any of the following, whether caused by a Released Party, the Participant, or by human error (except to the extent that any of the following occur for reasons within Sponsor's reasonable control, if applicable law in your jurisdiction of residence dictates that liability to the injured party in such a case cannot be excluded by law): any lost, late, postage-due, incomplete, illegible, incomprehensible, mutilated, or misdirected email, mail, or Program-related correspondence or materials; any error, omission, interruption, defect, or delay in transmission or communication; viruses or technical or mechanical malfunctions; interrupted or unavailable telephonic, cellular, cable, or satellite systems; errors, typos or misprints in these Official Rules, in any Program-related advertisements or other materials; failures of electronic equipment, computer hardware or software; lost or unavailable network connections or any failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications; technical or human error which may occur in the administration of the Program or the processing of Applications, Content; or any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Participant's participation in the Program. Without limiting any other provision of these Official Rules, no Released Party is responsible or liable for any injury or damage to the persons or property of Participant or any third party based on use by such party of the content made available as part of this Program or based on any use by Participant of the software or other participant content of any other participant in this Program. Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or for insufficient space in a person's email account or voicemail inbox to receive email or voice messages. Released Parties are not responsible, and may disqualify a Participant, if any contact information provided by the Participant does not work or is changed without giving prior written notice to Sponsor. Without limiting any other provision in these Official Rules, the Released Parties are not responsible or liable to any Participant (or any person claiming through such Participant) for any inability to administer the Program in the event that any of the Program activities or Released Parties' operations or activities are

affected by any cause or event beyond the sole and reasonable control of the applicable Released Party (as determined by Sponsor in its sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, pandemic, epidemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above. Entrants further understand and agree that all rights under Section 1542 of the Civil Code of California (“**Section 1542**”) and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. Entrants acknowledge that Section 1542 provides that: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.” The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

15. **GENERAL RULES:** Sponsor’s decisions will be final in all matters relating to this Program, including interpretation of these Official Rules and acceptance or rejection of Participants. All Participants, as a condition of participating, agree to be bound by these Official Rules. Failure to comply with these Official Rules may result in disqualification from the Program. Participants further agree to not damage or cause interruption of the Program and/or prevent others from participating in the Program. Sponsor reserves the right to restrict or void participation from any IP address, email address or domain, device, or other designator or identifiable source if any fraudulent or harmful participation is suspected, as determined by Sponsor, in its sole discretion. Sponsor reserves the right to disqualify any Participant who Sponsor believes has attempted to tamper with or impair the administration, security, fairness or proper play of this Program. In the event there is an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other statements contained in any Program-related materials and these Official Rules (including any alleged discrepancy or inconsistency within these Official Rules), it will be resolved by Sponsor in Sponsor’s sole discretion. Participants waive any right to claim ambiguity in the Program or these Official Rules. Sponsor’s failure to or decision not to enforce any provision in these Official Rules will not constitute a waiver of that or any other provision. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. If the Program is not capable of running as planned for any reason, Sponsor reserves the right to cancel, modify or suspend the Program as deemed appropriate by Sponsor, in its sole discretion. If any dispute regarding a Participant or their Application cannot be resolved to Sponsor’s satisfaction, such Participant (and all natural persons

comprising such Participant) may be disqualified. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY VIOLATE CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY PARTICIPANT MAKING SUCH ATTEMPT AND MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

16. **GOVERNING LAW / LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Program will be governed by and construed in accordance with the internal laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE PROGRAM, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROGRAM, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

17. **DISPUTE RESOLUTION:** The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in Cook County Illinois and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury, and review is limited. The arbitrator's decision and award are final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Program shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("**JAMS**") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("**AAA**") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Cook County, Illinois. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court

or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Cook County, Illinois. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

18. **WINNERS LIST/OFFICIAL RULES:** The name of the Winners may be obtained approximately two (2) weeks after the end of the Program Period and a copy of these Official Rules may be obtained during the Program Period by sending your request (indicate "winner list" or "official rules" on your request) with a self-addressed stamped envelope to: The Rm8 Innovation Lab located at 10275 W Higgins Rd. Suite 500 Rosemont, IL 60018 c/o Legal Department. Only one (1) request of either type per outer envelope, mailed separately, will be fulfilled. Requests for Official Rules must be received during the Program Period; requests for the Winner's list must be received no later than three (3) months after the end of the Program Period.

19. **NO OBLIGATION TO USE:** Sponsor shall have no obligation (express or implied) to use any or to otherwise exploit any Content or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of the Content for any reason, with or without legal justification or excuse, and Participants shall not be entitled to any damages or other relief by reason thereof.

20. **DATES & DEADLINES / ANTICIPATED NUMBER OF PARTICIPANTS:** Because of the unique nature and scope of the Program, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Program. Sponsor cannot accurately predict the number of Participants who will participate in the Program.

21. **FURTHER DOCUMENTATION:** If Sponsor shall desire to secure additional assignments, certificates of engagement for the Content or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of these Official Rules, then Participant agrees to sign the same upon Sponsor's request therefor.

22. **SPONSOR:** The Rm8 Innovation Lab, a division of AANA Association Management Services, Inc., located at 10275 W Higgins Rd. Suite 500 Rosemont, IL 60018

23. **MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules or the Prize Acceptance Documents will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Prize Acceptance Documents is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. The original language of these Official Rules is English. If the Official Rules are translated into any language other than English, the English language version of these Official Rules will prevail to the extent of



any conflict. Participants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Program-related materials, privacy policy or terms of use on the Program Site and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control.