

CAP 2020 Fall Resident Forum Photography Contest

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. Please see the complete eligibility requirements under "Eligibility", below.

ELIGIBILITY: The CAP 2020 Fall Resident Forum Photography Contest (the "Contest"), sponsored by the College of American Pathologists ("Sponsor"), is open only to individuals who are: (i) twenty-one (21) years of age or older; (ii) CAP Junior Members in good standing; (iii) legal U.S. residents; and (iv) individuals whose residential or domicile status do not invoke any laws to apply to these Official Rules besides U.S. laws. Employees, officers and directors of Sponsor, the CAP Foundation, the Resident Forum Executive Committee ("RFEC"), their respective parent companies, affiliates, subsidiaries, authorized agents, sales representatives, distributors, advertising and promotional agencies, anyone associated with the development, implementation or execution of this Contest, and members of the immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above are NOT eligible to participate in this Contest. EMPLOYEES OF FEDERAL, STATE AND LOCAL GOVERNMENTAL ENTITIES ARE NOT ELIGIBLE TO PARTICIPATE. By participating, you warrant and represent that: (a) neither your participation in this Contest nor your acceptance of any prize you may receive violates any rules, policies or guidelines of the company by which you are employed ("Company"), nor any applicable federal, state or local laws; (b) you are authorized to participate in the Contest and accept a prize if awarded to you; and (c) your attendance at this event and participation in the Contest are in your Company's best interest.

Non-eligibility or non-compliance with any of these Official Rules will result in disqualification. This Contest is subject to all applicable federal, state and local laws and regulations.

By participating, you agree to be bound by the Official Rules and the decisions of the Judges and Sponsor, which shall be final and binding in all matters relating to the Contest.

ENTRY PERIOD: The Contest begins at 12:00 am Central Time ("CT") on September 17, 2020 and ends at 11:59:59 pm CT on September 30, 2020. (the "Contest Period").

OVERVIEW/HOW TO ENTER/ENTRY CONDITIONS: The object of the **Contest** is to create and submit a photo or photos (up to two (2) of the microscopic or macroscopic world of pathology using either **a light microscope or a conventional camera**. Your photo of the microscopic or macroscopic world (your "Entry") must be your original creation, must comply with all requirements and content restrictions set forth in these Official Rules, and must be submitted in accordance with these Official Rules. Members of the RFEC (also referred to herein as "Judges") will select ten (10) Finalist Entries (from each category) based upon the Judging Criteria set forth in the "Judging" section below. Three (3) prize winners (from each category) will then be selected through voting by all eligible attendees at the Resident Forum. (See complete voting and prize information below.)

To enter, go to the Contest website at <https://www.surveymonkey.com/r/2020RFPhotoContest> (the "Website") during the Contest Period and follow all prompts and instructions to complete an official entry form and to upload your Entry/Entries. **All Entries must be received by 11:59:59 pm CT on September 30, 2020.**

Incomplete Entries will be void. **You may submit up to two (2) Entries during the Contest Period; however, each Entry must be different.** If a participant submits more than two (2) Entries, only the first one received will be included in the Contest; all other will be void and disqualified. Any Entry that does not comply with the Entry Requirements and Content Restrictions (see below), or is otherwise non-compliant, will be void and disqualified from the Contest. **All Entries may be displayed publicly.**

If you choose to enter via a mobile device, **STANDARD MESSAGE RATES AND DATA CHARGES APPLY.** Please consult the terms and conditions of your individual service plan prior to

participating via a mobile device. A mobile device is not required to enter the Contest.

By submitting an Entry, you represent and warrant that: (i) you own all rights in the Entry and that the Entry has not been copied in whole or in part from any other work; (ii) the Entry does not violate or infringe any copyright, trademark/trade name, or other proprietary right of any person (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity; (iii) the Entry has not been previously published; (iv) the Entry has not won previous awards; and (v) publication of the Entry via various media, including internet posting, will not infringe the rights of any third party. **Each entrant agrees to indemnify and hold harmless the Sponsor from and against any claims to the contrary.**

All entrants must use caution and common sense in creating their Entries.

ENTRY REQUIREMENTS:

- (i) Your Entry may not be edited using Photoshop or a similar editing device of any kind, subject to the following exception: **You may use Photoshop or a similar editing device only to adjust basic contrast and brightness;**
- (ii) Submit the highest quality image that you can with regard to file size, bit depth, and resolution;
- (iii) Photos must be 300 dpi (publishable quality);
- (iv) Your Entry must be in jpeg, png, psd, or giff format (jpeg format is recommended but not mandatory—the use of other formats will not disqualify or disadvantage your Entry);
- (v) Maximum file size is 10MB (10,000KB). It is recommended, but not mandatory, that the file size be no smaller than 500KB; and
- (vi) Your Entry may be black-and-white or color.

CONTENT RESTRICTIONS: Participants must not include any of the following content (the "Content Restrictions") in any Entry: (i) pornography, adult-oriented content or any other sexually-explicit material; (ii) materials relating to lotteries or gambling; (iii) explicit language or content, images of violence, or promotion of illegal activities; (iv) content in violation of the intellectual property rights of any person or entity, including but not limited to logos and trademarks; (v) libelous, defamatory, disparaging, tortious or slanderous materials; (vi) content that denigrates, disparages or reflects negatively upon any person or entity; (vii) tobacco, alcohol or drugs; (viii) dangerous stunts; (ix) real weapons of any kind including, but not limited to, guns, knives or projectiles; (x) material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any other basis protected by federal, state, or local law, ordinance, or regulation; (xi) individuals under age 18 (under 19 if a resident of AL or NE) without providing a signed release from a parent or legal guardian of such individuals; (xii) individuals other than entrant or his/her children, legal wards or other family members without providing a signed release from such individual(s); (xiii) audio and/or visual content owned by any third party; and (xiv) material that is unlawful, or otherwise in violation of or contrary to the laws or regulations of the jurisdiction in which the Entry was created. Any Entry that does not comply with the foregoing, as determined by Sponsor in its sole discretion, will be disqualified and eliminated from the Contest.

The above list is not meant to be exhaustive. If an Entry is determined by Sponsor, in its sole discretion, to be unsuitable for inclusion in this Contest for any reason, the Entry and individual who submitted it will be disqualified from the Contest.

JUDGING: On October 1, 2020, the Judges will evaluate all eligible Entries received during the Contest Period based on the following criteria: Artistic Merit (60%); Clarity of Photo (30%); and Pathology Relevance (10%) (collectively, the "Judging Criteria").

The ten (10) Entries that receive the highest scores from the Judges will be declared "Finalist Entries", and will be included in the voting process described below. In the event of a tie, the tied Entry with the highest score for "Artistic Merit" will be deemed the Finalist Entry that will proceed to the voting.

No prizes will be awarded for being named a Finalist, but all Finalist Entries will be displayed online for voting by resident attendees at the RF Fall '20 Meeting.

VOTING TO DETERMINE THE WINNERS: The ten (10) Finalist Entries will be emailed to all resident forum meet attendees, where all eligible attendees **who meet the requirements set forth above under "Eligibility"** may vote for their favorite Entry. **You may vote for one (1) Entry only.** Voting will take place at the Resident Forum, beginning prior to lunch on October 10, 2020 and ending at or about 2:00pm ET that same date (the "Voting Period"). Voting is subject to all instructions posted or otherwise conveyed at the Meeting. Any votes that Sponsor determines, in its sole discretion, were made in an improper manner will be disqualified.

At the conclusion of the Voting Period, all votes will be tallied, and the three (3) Finalist Entries that received the highest number of valid votes will be declared the prize winners. In the event of a tie, the tied Finalist Entry that received the highest score in "Artistic Merit" from the Judges will be deemed the winner.

The names of the entrants who submitted the prize-winning Entries will be announced at the Meeting following the determination of the winners. The awarding of each prize is subject to verification of eligibility and compliance with these Official Rules.

PRIZES: Each winner will receive a \$20 gift card. If a winner is not present at the time the winners are announced, his/her prize will be mailed to him/her at the address provided upon registration for the Meeting. Total retail value of all prizes: \$60. All prizes will be awarded. Use of each gift card is subject to all terms, conditions and policies of the issuer. The Sponsor assumes no responsibility in connection with the use of any prize, and makes no warranties or guarantees of any kind regarding the prizes.

PRIZE CONDITIONS: The prizes are non-transferable and non-assignable, with no cash redemptions except at Sponsor's sole and absolute discretion. Sponsor reserves the right to substitute the prize with one of equal or greater value if the advertised prize becomes unavailable. The winners are fully responsible for any and all federal, state and local income taxes on their prizes. **Limit one prize per person.**

RIGHTS GRANTED: By submitting an Entry, each entrant irrevocably grants to Sponsor a sub-licensable, royalty-free, fully paid, unlimited, worldwide license and right, without limitation or compensation and without further permission, to reproduce, publish, display, edit, adapt, modify, distribute, develop, make derivative works from and otherwise use his/her Entry in whole or in part for any commercial or non-commercial purposes in any manner and in any medium now known or hereafter devised throughout the world in perpetuity, without payment of any kind.

Each entrant expressly waives all rights to review or approve any use that Sponsor makes of his/her Entry in accordance with these Official Rules. By entering, each entrant further agrees to waive all rights of attribution if his/her Entry is used by Sponsor or anyone Sponsor authorizes, and to waive any moral rights in the Entry.

By entering the Contest, each entrant agrees that his/her Entry is gratuitous, unsolicited and without restriction, and will not place Sponsor under any obligations other than those contained in these Official Rules, and that Sponsor is free to disclose the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas therein without any compensation to the entrant. Each entrant further acknowledges that Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than the Entry.

By entering the Contest, each entrant understands and acknowledges that he/she will not now or in the future be paid or compensated in any way for the Entry or for granting the Sponsor any of the rights set out in these Official Rules. Each entrant further acknowledges that Sponsor is not obligated to make use of any of the rights granted in these Official Rules.

By submitting an Entry, each entrant represents that his/her Entry conforms to the requirements and restrictions set forth herein and with all of these Official Rules, and agrees that Sponsor, in its sole discretion, may void an Entry and disqualify the Entry and entrant from the Contest if it believes, in its sole discretion, that the Entry fails to conform to all such requirements and restrictions, or to these Official Rules in any way.

RELEASE OF LIABILITY/CONSENT TO PUBLICITY: Potential winners may be required to sign an Affidavit of Eligibility, Liability Release and (where lawful) a Publicity Release within a specified time period, as a condition of receiving a prize. Noncompliance within specified time period will result in disqualification and forfeiture of the prize and the awarding of the prize to the entrant whose Entry received the next-highest number of votes.

Participation in the Contest shall constitute each entrant's agreement and permission for Sponsor and its agencies to use entrant's name, photograph, likeness, taped or filmed image, voice, statements and limited biographical information (city and state of residence) for publicity or advertising purposes in all media worldwide (including but not limited to all of Sponsor's social media platforms) without limitation and without further compensation or notice, unless prohibited by law.

name, likeness or Entry for advertising and trade purposes in any and all media worldwide without limitation and without further notice or compensation, unless prohibited by law. By participating and/or accepting a prize (if applicable), each entrant agrees to release and forever discharge, covenant not to sue and hold harmless Sponsor, the CAP Foundation, the RFEC, their respective parent companies, affiliates, subsidiaries, authorized agents, sales representatives, distributors, advertising and promotional agencies, and the employees, officers and directors of each of the foregoing entities (collectively, the "Released Parties"), from and against any and all claims, demands, damages, losses and liabilities, of any nature whatsoever, which s/he may now or hereafter assert, including but not limited to, claims for injury, death, defamation, publicity or privacy rights, damages, arising out of or relating to or claimed to be arising out of or relating to participation in the Contest, prize acceptance (if applicable), or the use or misuse of a prize (if applicable).

Released Parties are not responsible for: (i) electronic transmissions or votes/Entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, or not received by Sponsor or its agents for any reason; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures or human error that may occur in the transmission, receipt or processing of votes/ Entries, or for deletion, theft or destruction of, unauthorized access to, or alteration of, votes/ Entries; (iii) failed or unavailable hardware, network or software; (iv) causes beyond Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Contest; (v) any votes/ Entries submitted in a manner that is not expressly allowed under these Official Rules (all such votes/entries will be disqualified); (vi) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Contest; (vii) any typographical or other error in any printing or advertising relating to the Contest, in the administration or execution of the Contest, or in the announcement of the prize winners; or (viii) cheating or fraud by any participant.

CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO DISQUALIFY, PROSECUTE AND SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

DISPUTES/VENUE/GOVERNING LAW: By participating, entrants agree that: (i) any and all disputes, claims and causes of action arising out of, or connected with, this Contest or any prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal, state or local court located in Cook County, Illinois; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including but not limited to costs associated with entering this Contest, but in no event attorneys' fees; and (iii) to the extent allowed by applicable law, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental and/or consequential damages and/or any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants' rights and obligations, or the rights and obligations of the Sponsor in connection

with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules (whether of Illinois or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than Illinois.

In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials or made by any of the Released Parties, and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control. Sponsor's failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

SEVERABILITY: The invalidity or unenforceability of any provision of these Official Rules shall 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 shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

PRIVACY: Any personally identifiable information collected in connection with an individual's participation in this Contest will be used by Sponsor only for purposes of the proper administration and fulfillment of the Contest, as described in these Official Rules, and in any manner consistent with Sponsor's Privacy Policy, available at <http://www.cap.org>.

SPONSOR: This Contest is sponsored solely by the College of American Pathologists, 325 Waukegan Road, Northfield, Illinois 60093, USA.

COPIES: Copies of these Official Rules are available at [<https://www.cap.org/member-resources/residents/residents-forum>].

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