

# HX360<sup>™</sup> Innovation Challenge

### Judging Criteria:

Our judging panel will select from among the entries using six primary criteria:

- 1. **Innovation:** Does the technology represent a significant step forward in or new approach to Patient Experience? Does it represent a true innovation as compared to other products and services in the market?
- 2. Implementation: Has the company's existing implementations delivered value to customers and patients?
- 3. **Impact:** Has the technology made a significant impact in improving Patient Experience? Is this demonstrable or measurable and if so, what are those measures?
- 4. Interface: Is the product convenient and easy to use for patients and providers?
- 5. **Integration:** How well has the company executed the technology? Can it co-exist well within an existing health system environment? Can it support effective health system workflow without compromising Patient Experience?
- 6. Readiness: Is the product/service truly market ready and has it been effectively used by customers?

# **OFFICIAL CONTEST RULES**

## 1. Eligibility

HX360 Innovation Challenge (the "Contest") is open to any business organization, wherever located, that (i) has a Qualifying Product/Qualifying Service commercially available to the public before January 1, 2015; (ii) is duly existing, validly organized and in good standing in its jurisdiction of formation (or, in the case of a partnership or sole proprietorship, the principals are at least twenty-one (21) years old at the time of entry); and (iii) has the lawful capability to do business in the United States of America and enter into a binding contract with a US non-profit health system located in the United States of America.

A Qualifying Product means: a software product or combination of software and service product that serves to enhance patient experience at a U.S. not-for-profit health system and that is on the market and commercially available to the public before January 1, 2015

A Qualifying Service means: a service product or combination of software and service product that serves to enhance patient experience at a U.S. not-for-profit health system and that is on the market and commercially available to the public before January 1, 2015.

Sponsor and other companies associated with the promotion of the contest, and their respective parents, subsidiaries, affiliates and promotion agencies as well as the immediate family and household members of each such employee are not eligible. The contest is subject to federal, state and local laws and regulations and void where prohibited by law.

### 2. Sponsor

The Contest is sponsored by HX360, a collaboration between Avia and the Healthcare Information and Management Systems Society (collectively, "Sponsor"), located at 33 West Monroe Street, Suite 1700, Chicago, Illinois 60603.



## 3. Agreement to Official Rules

Participation in the Contest constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

# 4. Contest Period

Contest entries will be received by Sponsor exclusively from 8:00 a.m. EST on Wednesday, February 4, 2015 until 5:00 p.m. EST on Saturday, February 21, 2015. LATE ENTRIES WILL NOT BE ACCEPTED. Semi-Finalists will be announced on or about March 6, 2015. Finalists will be announced on or about March 27, 2015. Winners will be announced April 14, 2015.

# 5. How to Enter

There is no cost to enter. Participants are solely responsible for all expenses they incur to participate, including, if applicable, travel, lodging or other costs associated with participating as a finalist in the live event. Participants must complete and submit the application found at <a href="https://app2.pitchburner.com/s1/site//hx360">https://app2.pitchburner.com/s1/site//hx360</a> by 5:00 p.m. EST on Saturday, February 21, 2015. LATE SUBMISSIONS WILL NOT BE ACCEPTED. LATE SUBMISSIONS WILL RESULT IN IMMEDIATE DISQUALIFICATION FROM FURTHER PARTICIPATION.

Semi-Finalists must deliver video submissions to Sponsor no later than 5:00 p.m. EST on Friday, March 6, 2015. LATE SUBMISSIONS WILL NOT BE ACCEPTED. LATE SUBMISSIONS WILL RESULT IN IMMEDIATE DISQUALIFICATION FROM FURTHER PARTICIPATION.

Finalists must participate in one remote coaching session with Sponsor at a date to be determined by Sponsor prior to the live event on April 14, 2015. Finalists must appear and participate in a dress rehearsal with Sponsor on April 13, 2015 at a time to be determined by Sponsor at McCormick Place, Chicago, IL. Finalists' chief executive officers (or equivalent) must appear before the Sponsor's judging committee and engage in a live presentation and pitch competition using Sponsor template on April 14, 2015 at the HX360 Innovation Challenge at **2pm** at McCormick Place, Chicago, IL. FAILURE TO PARTICIPATE IN THE COACHING SESSION, APPEAR AND PARTICIPATE IN THE DRESS REHEARSAL, AND/OR APPEAR AND PARTICIPATE IN THE LIVE EVENT ON APRIL 14, 2015 WILL RESULT IN IMMEDIATE DISQUALIFICATION FROM FURTHER PARTICIPATION.

# 6. Contest Judging

On or about February 22, 2015, Sponsor will review all entries received by eligible participants and select a field of a maximum of 64 participants (the "Initial Field") who initially best represent the six (6) primary criteria of the contest: (i) Innovation; (ii) Implementation; (iii) Impact; (iv) Interface; (v) Integration; and (vi) Readiness ("Judging Criteria"). Detailed information about these criteria may be found on the HX360 website at <a href="http://www.hx360.org/innovation-challenge">http://www.hx360.org/innovation-challenge</a> . Sponsor will announce the Initial Field on or about **March 6** at <a href="http://www.hx360.org/innovation-challenge">http://www.hx360.org/innovation-challenge</a> . Sponsor will announce the Initial Field on or about **March 6** at <a href="http://www.hx360.org/innovation-challenge">http://www.hx360.org/innovation-challenge</a> . Thereafter, Sponsor will review the entries in greater detail against the Judging Criteria and select a field of a maximum of 16 participants ("Semi-Finalists").

On or about March 6, 2015, Sponsor will announce the Initial Field at <u>http://www.hx360.org/innovation-challenge</u>. Sponsor will request from Semi-Finalists a video of no more than 90 seconds in which such Semi-Finalist's chief executive officer (or equivalent) describes the Qualifying Product/Qualify Service and its benefits and outcomes no later than March 14, 2015. Videos are not required to be professionally produced. Thereafter, Sponsor will review the video submissions against the Judging Criteria and select a field of a maximum of 4 participants to be represented by such participant's chief executive officer (or equivalent) ("Finalists").



On or about March 27, 2015, Sponsor will announce the Finalists at <u>http://www.hx360.org/innovation-challenge</u>. Thereafter, Sponsor will schedule a remote coaching session with each Finalist to provide a presentation template for Finalist presentations. Finalists will be required to attend and participate in a dress rehearsal at McCormick Place, Chicago, Illinois on April 13, 2014.

On April 14, 2015, Sponsor will present a live judging event at the HX360 Innovation Challenge at McCormick Place, Chicago, Illinois. Finalists will be required to make a live presentation at this event and pitch their Qualifying Product/Qualifying Service to a committee of judges selected by Sponsor. Sponsor will announce two winners on stage at completion of the event.

### 7. Prizes

Sponsor will award two grants in the amount of US \$50,000 each to US non-profit health systems for the exclusive use of running a pilot program with winning participant's Qualified Product/Qualified Service onsite at such health system. Sponsor will introduce winners to representatives of the law firm Morrison & Foerster LLP who has generously offered to donate up to the equivalent of \$25,000 in legal services to each winner for the purposes of effectuating any necessary contracts &/or legal arrangements to establish pilot programs between designated health US non-profit health systems and winners.

### 8. General Conditions

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Contest and, in the event of termination, award the prizes at random from among the eligible, non-suspect entries received up to the time of impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website, improperly influence judges, or otherwise undermine the legitimate operation of the Contest may be in violation of criminal and civil law, and should such an attempt be made, the Sponsor reserves the right to seek damages (including attorneys' fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

## 9. Release and Limitations of Liability

By participating in the Contest, entrants agree to release and hold harmless the Sponsor, McCormick Place, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, employees, representatives and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the prize, including, but not limited to: (a) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winners, the cancellation or postponement of the event, if applicable, or in any Contest-related materials or equipment; or (e) injury, death, losses, damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Contest or acceptance,



receipt or misuse of the prize. Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Contest, and in no event shall the entrant be entitled to receive attorneys' fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

### 10. Disputes

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Illinois. 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 Illinois, 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 other than Illinois.

### 11. Privacy

Information collected from entrants is subject to Sponsor's privacy policy, available at www.himss.org.

### 12. Winner List

To request the name of the winners send a self-addressed, stamped envelope to HX360 Innovation Challenge, at 122 South Michigan Avenue, Suite 900, Chicago, Illinois 60603. Winner List requests will only be accepted after April 15, 2015.