**Official Rules**

No Purchase Necessary

1. **ELIGIBILITY:** 1st and Future (the “Competition”) powered by Texas Medical Center is open to early-stage companies (i.e., pre-A round or A round) with a tested, functional prototype in production or very close to being in production that can be demonstrated to the Competition judges. Employees of TMC or the NFL (each as defined below), or any person involved in the production, development, implementation or handling of the Competition, any agents acting for or on behalf of the above entities, their respective parent companies, officers, directors, subsidiaries, affiliates (including, in the case of the NFL, the NFL’s member professional football clubs), licensees, sponsors, service providers, prize suppliers or any other person or entity associated with the Competition (collectively, the “Competition Entities”) and/or the immediate family (spouse, parents, siblings and children) and household members (whether related or not) of each such employee, are not eligible. Void where prohibited by law.

If a Competition winner is subsequently discovered to be ineligible, the Sponsors (defined below) reserve the right to forfeit/reclaim any Competition prizes at their discretion, and confer the same on such other Entrant (as defined below) as may be selected by the Competition Entities in their sole discretion.

No more than TWO (2) individuals may represent an Entrant in the Competition. Additional rules governing Competition submissions and conduct are set forth in the Participation Agreement that each Entrant (and its team members) must sign to be eligible for the Competition.

2. **SPONSORS:** The Competition is sponsored by the National Football League, 345 Park Avenue, New York, New York 10154 (“NFL”), and Texas Medical Center, 2450 Holcombe, Suite 1, Houston, Texas 77021 (“TMC” and, together with the NFL, the “Sponsors”).

3. **AGREEMENT TO OFFICIAL RULES:** Participation in the Competition constitutes the Entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsors, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.

4. **ENTRY:** Applications can be submitted at www.tmc.edu/1st-and-future/ (the “Competition Site”). See Competition Site for entry instructions. The submission deadline is January 20, 2016. Limit one (1) application per company. A pitch deck is required, and a video (up to two minutes in length) is optional. Each company that enters the Competition shall be referred to herein as an “Entrant”.

5. **SELECTION OF FINALISTS:** Up to nine (9) Finalists (three (3) from each of the below categories) (or such other number mutually agreed to by the parties) will be selected to proceed in the Competition to a live event to be held at TMC’s Innovation Institute, specifically the TMC accelerator, TMCx (the “Pitch-Off”). Finalists invited to attend the Pitch-Off will be chosen from among the Entrants by the Sponsors or their representatives or agents based on which applicants best meet the criteria below (the “Judging Criteria”):

1. **Communicating with the Athlete:** The winner will be chosen based on the judges’ assessment of which technology is most likely to be implemented and improve the secure and safe means of communication between a coach on the sideline or in the coaches’ booth and a designated player on the field.

2. **Training the Athlete:** The winner will be chosen based on the judges’ assessment of which educational and training innovations would most likely reduce injury during practice or competition.

3. **Materials to Protect the Athlete:** The winner will be chosen based on the judges’ assessment of which novel or innovative solutions or materials would most likely advance player health and safety while allowing for the highest-level of performance.

Finalists will be notified via email on or before January 24, 2017. The Competition will be judged under the same Judging Criteria, with one winner being selected from each of the above categories. Winning teams will be notified on February 4, 2017, at the event.

6. **JUDGES’ DECISIONS FINAL:** Decisions of judges are final and binding on all matters relating to this Competition. All Entrants hereby release all judges and Competition Entities from any and all liability regarding those decisions. Sponsor reserves the right to select fewer or more than the stated number of Finalists or winners in each of the above categories.
7. TRAVEL: Up to two (2) members from each Finalist team will be invited to participate in the Pitch-Off in Houston, Texas at the Sponsors’ expense. The trip includes two (2) round-trip, coach airfare from the major airport nearest the site of the Finalist team’s business operations to Houston, TX, and hotel accommodations for up to five (5) nights hotel accommodations (standard room, double occupancy). Dates of travel will be February 1-6, 2017 and are subject to change at Sponsors’ discretion. Ground transportation, incidentals (including meals and tips), baggage check-in fees, insurance, and all other expenses not specified above as included in the prize are excluded and shall be the sole responsibility of the Finalist teams. Finalists are responsible for any federal, state and local taxes and fees associated with receipt or use of a prize. If, in the judgment of Sponsors, air travel is not required due to a Finalist team’s proximity to Houston, ground transportation may be substituted for round-trip air travel at Sponsors’ sole and absolute discretion.

Travel is subject to the terms and conditions set forth in this Competition, and those set forth by Sponsors’ transportation carrier(s) of choice. Lost, stolen, or damaged airline tickets, travel vouchers, or certificates will not be replaced or exchanged. Transportation carrier and hotel regulations and conditions apply.

8. ADDITIONAL DOCUMENTS / CONSENT: Except where prohibited, Entrants will be required to sign and return to the Sponsors, by a deadline to be determined, a declaration of eligibility, liability/publicity release, participation agreement (to be signed by each member of the Entrant team), W-9 form, and additional documents that may be required by the Sponsors in order to proceed in the Competition. Failure to return required documents as specified will result in disqualification. The declaration of eligibility, and the acceptance of any prize, will also include consent to use each Entrant member’s name and likeness for editorial, advertising, and publicity purposes without additional compensation, except where prohibited by law.

9. INTELLECTUAL PROPERTY:

A. All intellectual and industrial property rights, including, without limitation, any patents, trade secrets, know-how, copyrights or trademarks (collectively, “Intellectual Property Rights”) belonging to an Entrant or Sponsor prior to the Competition shall remain vested in that Entrant or Sponsor. Any Intellectual Property Rights created or otherwise developed by an Entrant during the course of the Competition shall vest in such Entrant. Any Intellectual Property Rights created or otherwise developed by a Sponsor during the course of the Competition shall vest in such Sponsor. Entrant represents and warrants that the products and services discussed in its Competition submissions and presentations (collectively, the “Presentation”) are and will be the original work of and solely owned by Entrant, or, if a part of those products and services are not original to or solely owned by Entrant, then Entrant has all necessary rights and licenses from any third party in order to incorporate such part into the products and services discussed in the Presentation. Further, each Entrant represents and warrants that neither the Presentation, nor any products or services discussed in the Presentation, infringe or misappropriate any Intellectual Property Rights.

B. The Entrant acknowledges that the Sponsors’ consideration of the Presentation is not an admission by the Sponsors of the novelty, propriety, originality or value of the Presentation, or the products or services discussed in the Presentation. Entrant further acknowledges that the Sponsors may be creating, have previously created or may in the future independently create, or already may have received or in the future may receive from another third party, products, projects, ideas, designs and other materials that are substantially similar, identical, or otherwise related to the products or services discussed in the Presentation, which the Sponsors may use for any purpose without any liability or compensation to Entrant. The Entrant further acknowledges that due to the nature of this Competition, there is a possibility that similar products may be submitted by multiple Entrants. Any similarity between products shall in no way entitle Entrant to any consideration or compensation from Sponsors, including in the event a product similar or identical to Entrant’s is selected as a winner or finalist in the Competition. By entering the Competition and submitting an application, each Entrant specifically acknowledges this possibility and agrees to the terms stated in these Official Rules. The Sponsors are further under no obligation of any kind to Entrant unless such obligations are specifically undertaken pursuant to a written agreement fully executed by Entrant and the Sponsors, as applicable. For clarity, nothing in this Agreement restricts the Sponsors from using, disclosing, publishing or otherwise exploiting any ideas, suggestions or feedback provided by an Entrant during the Competition for any legitimate business purpose. If a Sponsor is interested in licensing or acquiring any Intellectual Property Rights or other interests in the products or services discussed in the Presentation, the Entrant shall negotiate in good faith with such Sponsor to provide such license or other interest (individually and together with other contributors, as applicable). Except pursuant to a separate written agreement with a Sponsor, the Entrant may not use any trademark, brand, logo or other corporate identifier of such Sponsor or any of its related entities, including the NFL’s thirty-two professional member clubs, for any purpose whatsoever without the prior written consent of the Sponsor in each instance.

10. NFL PITCH OFF DAY AND GRAND PRIZES: Once in Houston, the Finalist teams will pitch their product for five (5) minutes to a panel of independent judges who will determine the three (3) winning teams (or such other number mutually agreed to by the parties). Each Finalist’s pitch will include a live demonstration of the product and a live question/answer session with the judges. The winning teams will be selected based on their presentation, product, and business model in accordance with the Judging Criteria. Each winning team, as a whole, will receive $50,000, acceptance into the TMC accelerator, and two (2) tickets to Super Bowl LI (Approximate Retail Value (“ARV”) = $51,700). Exact seat locations are at the NFL’s sole discretion. In the event Super Bowl LI is postponed and not rescheduled, no compensation or substitution for such portion of the prize will be provided; however, the remainder of prize package will be awarded and neither Sponsor will have any further obligation to the winning Entrant. Winning Entrants are solely responsible for any and all applicable fees and taxes associated with prize receipt and use.
11. GENERAL CONDITIONS: In the event that the operation, security, or administration of the Competition is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsors may, in their sole discretion, either: (a) suspend the Competition to address the impairment and then resume the Competition in a manner that best conforms to the spirit of these Official Rules; or (b) award the prizes from among the eligible entries received up to the time of the impairment. The Sponsors reserve the right in their sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Competition or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Competition may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsors reserve the right to seek damages from any such person to the fullest extent permitted by law. A Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of such Sponsor’s right to enforce such term.

12. RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Competition, Entrants agree to release and hold harmless the Competition Entities (the “Released Parties”) from and against any claim or cause of action arising out of participation in the Competition or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Competition; (b) the processing or judging of applications and/or presentations; (c) technical errors related to computers, servers, providers, or telephone or network lines; (d) printing errors; (e) lost, late, postage-due, misdirected, or undeliverable mail; (f) errors in the administration of the Competition or the processing of entries; (g) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant’s participation in the Competition or receipt of any prize; (h) other errors or problems of any kind whether mechanical, human, technical, network or electronic, or errors which may occur in connection with the administration of the Competition; or (i) the awarding or announcement of the winners or Finalists or in any other Competition-related materials. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. Entrant further agrees to defend, indemnify and hold harmless the Released Parties from and against any and all third party claims or causes of action arising out of or in any way related to Entrant’s product and the Released Parties’ use thereof as authorized herein, including, without limitation, any claims of infringement of intellectual property rights.

13. ARBITRATION: Except where prohibited by law, as a condition of participating in this Competition, Entrant agrees that (i) any and all disputes and causes of action arising out of or connected with this Competition, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the Entrant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys’ fees, other than Entrant’s actual out-of-pocket expenses (i.e., costs associated with participating in this Competition), and Entrant further waives all rights to have damages multiplied or increased.

14. CHOICE OF LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrant and Sponsors in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of the State of New York, USA.

15. COMPETITION RESULTS: A list of the winning teams will be posted on www.tmc.edu/1st-and-future on or about February 6, 2017.

Administrator:
Texas Medical Center, 2450 Holcombe Blvd., Suite 1,
Houston, Texas 77021

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