The following are the Terms and Conditions for entrance and participation in the Virtual Reality/Augmented Reality Innovation Lab (the "Lab") sponsored by Stanford University School of Medicine on behalf of its Department of Psychiatry and Behavioral Sciences ("Stanford") and to be held at the 3rd Annual Innovations in Psychiatry and Behavioral Health: Virtual Reality and Behavior Change Conference on October 7, 2017 ("Conference").

PURPOSE OF THE LAB:

The Lab aims to accelerate progress in mental health using virtual reality / augmented reality by catalyzing the formation of innovative ventures that promise to improve the quality mental health care and healthful behavior change.

ELIGIBILITY:

The Lab is open to any individual or team of individuals who register(s) for the Conference, excluding those registrants who are employed by commercial interests as defined by the Accreditation Council for Continuing Medical Education ("ACCME") (i.e. any entity producing, marketing, re-selling, or distributing health care goods or services consumed by, or used on, patients – a complete definition can be found at: http://www.accme.org/requirements/accreditation-requirements-cme-providers/policies-and-definitions/definition-commercial-interest) (such individuals or team of individuals shall be referred to as a "Qualified Entrant").

Stanford reserves the right, in Stanford’s sole discretion, to disqualify submissions if Stanford believes that an entrant is not a Qualified Entrant. Additionally, if after accepting a submission, new information calls into question Stanford’s ability to maintain the appropriate boundaries required of its educational planning efforts, Stanford reserves the right to reverse its initial decision and determine that an entrant is no longer a Qualified Entrant and must be disqualified from further participation in the innovations lab activity.

SUBMISSION, HOW TO ENTER AND ACCEPTANCE

Stanford will accept submissions from June 15, 2017 until 11:59 p.m. United States Pacific Standard Time through August 15, 2017 ("Submissions"). Please see below on How to Enter.

Stanford in its sole discretion, will select up to seven (7) Submissions to be Finalists who then shall present their Submission at the live event on Oct 7, 2017 from 8:00am until 12:15pm at the Li Ka Shing Learning and Knowledge Center at Stanford.

By providing a Submission as above and participating in the Lab, each Qualified Entrant unconditionally accepts and agrees to comply with and abide by these Terms and Conditions.
and any and all decisions of Stanford and/or the individual judges, which shall be final and binding in all respects.

Qualified Entrants are solely responsible for any costs and expenses associated with their Submissions.

HOW TO ENTER:

To provide a Submission, go to the website and follow the instructions located at https://med.stanford.edu/cme/courses/2017/psychiatry17.html

SUBMISSION REQUIREMENTS:

Submissions must meet the requirements specified on the Lab Website (“Submission Requirements”) and must be received before 11:59 p.m. PST on August 15, 2017 to be eligible. Stanford is the official timekeeper for the Lab.

Once a submission is made, no changes to the submission are permitted. Multiple submissions by a single team, or an individual on multiple teams, are permitted, if such submissions are by a Qualified Applicant Entrant as defined above. Stanford will determine, in its sole discretion, whether a Submission meets the Submission Requirements and whether to accept a Submission.

Proof of Submission is not considered proof of delivery to or receipt of such entry. Furthermore, Stanford shall have no liability for any Submission that is lost, intercepted, or not received by Stanford. Stanford assumes no liability or responsibility for any error, omission, interruption, deletion, theft, or destruction or unauthorized access to, or alteration of, Submissions.

PRIVACY

Submissions, including personally identifiable information such as names, email addresses, telephone numbers, and other contact information, may be collected by Stanford for use in connection with the Lab and for internal marketing and development purposes as well as to respond to inquiries by Qualified Entrants.

Stanford may reveal personally identifiable information about Qualified Entrants to unaffiliated third parties:

in connection with the Lab, including publicly disclosing the names of all Qualified Entrants that participated in the Lab or won an award;

in marketing materials related to the Lab, including for subsequent competitions and events;
if you request or authorize it;

if the information is provided to help complete a transaction for you;

if the information is provided to comply with the law, applicable regulations, governmental and quasi-governmental requests, court orders or subpoenas, to enforce our Terms and Conditions or other agreements, or to protect our rights, property or safety or the rights, property or safety of our users or others (e.g., to a consumer reporting agency for fraud protection etc.);

if the disclosure is done as part of a purchase, transfer or sale of services or assets (e.g., in the event that substantially all of our assets are acquired by another party, customer information may be one of the transferred assets);

if the information is provided to our agents, outside vendors or service providers to perform functions on our behalf (e.g., analyzing data, providing marketing assistance, providing customer service, processing orders, etc.); or

as otherwise described in these Terms and Conditions, including the Publicity Release.

Stanford may share information that does not personally identify Qualified Entrants without restriction.

REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION:

By participating in the Lab, each Qualified Entrant (consisting of the team and each of the team’s individual members, collectively) represents, warrants, and covenants as follows: (a) Qualified Entrant is the sole author, creator, and owner of the Submission; (b) the Submission is not the subject of any actual or threatened litigation or claim pertaining to the Submission; (c) the Submission does not and will not violate or infringe upon the intellectual property rights, privacy rights, publicity rights, or other legal rights of any third party; (d) the Submission does not and will not contain any harmful computer code (sometimes referred to as "malware," "viruses" or "worms"); and (e) the Submission, and Qualified Entrant’s use of the Submission, does not and will not violate any applicable laws or regulations, including, without limitation, applicable export control laws and regulations of the U.S. and other jurisdictions. If the Submission includes any third party works (such as third party content or open source code), Qualified Entrant must be able to provide, upon Stanford’s request, all appropriate licenses, and releases for such third party works. In the event Qualified Entrant cannot provide all required licenses and releases, Stanford reserves the right, in Stanford’s sole discretion, to disqualify the applicable Submission, or seek to secure the licenses and releases for Stanford’s benefit and allow the applicable Submission to remain in the Lab. Qualified Entrants will indemnify, defend, and hold harmless Stanford from and against all third party claims, actions, or proceedings of any kind and from any and all damages, liabilities, costs, and expenses relating to or arising from Qualified Entrant’s Submission or any breach or alleged breach of any of the representations, warranties, and covenants of Qualified Entrant hereunder. Stanford
reserves the right to disqualify any Submission that Stanford, in its sole discretion, deems to violate these Terms and Conditions.

SUBMISSION LICENSE:

EACH QUALIFIED ENTRANT RETAINS TITLE AND FULL OWNERSHIP IN AND TO THEIR SUBMISSION. NOTWITHSTANDING THE FOREGOING, STANFORD MAY RETAIN A COPY OF EACH SUBMISSION. QUALIFIED ENTRANT EXPRESSLY RESERVES ALL INTELLECTUAL PROPERTY RIGHTS NOT EXPRESSLY GRANTED UNDER THIS AGREEMENT. By participating in the Lab, each Qualified Entrant hereby irrevocably grants to Stanford a non-exclusive, royalty free, worldwide, perpetual, irrevocable license and right to use the Submission and to distribute, publicly perform, publish, publicly display, copy, reproduce (in any form or medium) modify and create derivative works of the Submission and any derivative works thereof in any media form now or hereafter known for any purpose whatsoever, including, without limitation, for advertising and promotional purposes relating to the Lab and subsequent challenges and for purposes related to Stanford's mission and business objectives or otherwise, including but not limited to posting on any Stanford or an affiliate's website. If Qualified Entrant desires to sell or transfer its ownership in Submission at any time, Qualified Entrant shall provide reasonable advance written notice to Stanford, and Stanford shall have the right of first offer, which Stanford shall exercise or decline without unreasonable delay.

PUBLICITY RELEASE:

By participating in the Lab, in addition to any other grants granted herein, each Qualified Entrant hereby irrevocably (a) grants to Stanford the right to use such Qualified Entrant's name, likeness, image, and biographical information in any and all media for any purpose, including, without limitation, advertising and promotional purposes relating to the Lab and Conference and (b) releases Stanford from any liability with respect thereto. Stanford will hold the copyright in any recordings created. To the extent Qualified Entrants have any rights in the recordings, Qualified Entrants hereby assign all rights, title and interests in and to the recordings to Stanford.

WINNER SELECTION/EVALUATION CRITERIA:

Stanford will select up to 7 top potential winning teams (“Finalists”) from all eligible entries, prior to the event. At the Lab event on Oct 7, 2017, judges will choose winners based on criteria announced at the event. The evaluation criteria shall be applied at the sole discretion of Stanford and judges.

By participating in the Lab, each Qualified Entrant into the Lab acknowledges and agrees that such evaluations may differ from person to person and agrees to be bound by, and not challenge, the final decisions of Stanford and the individual judges.
AWARD CONDITIONS:

Stanford intends to give honorary awards. As conditions precedent to receiving an award, the Qualified Entrants of the winning teams shall work with Stanford to develop a “publication-ready” written explanation/description of the Submission and a video recording, which will be subject to the Publicity Release above. The written explanation/description must be completed no later than seven days after the 3rd Annual Innovations in Psychiatry and Behavioral Health: Virtual Reality and Behavior Change at Stanford’s request.

DATES/DEADLINES:

Because of the unique nature and scope of the Lab, Stanford reserve the right, in addition to those other rights reserved herein, to modify any dates or deadlines set forth in these Terms and Conditions.

GENERAL LIABILITY RELEASE/FORCE MAJEURE:

Each Qualified Entrant agrees that Stanford (a) shall not be responsible or liable for any losses, damages, or injuries of any kind (including death) resulting from participation in the Lab or any Lab-related activity, or from Entrants' acceptance, receipt, possession, use, or misuse of any prize, and (b) have not made any warranty, representation, or guarantee, express or implied, in fact or in law, with respect to any prize, including, without limitation, regarding such prize's merchantability or fitness for a particular purpose. Entrants will indemnify, defend, and hold harmless Stanford and judges from and against all third party claims, actions, or proceedings of any kind and from any and all damages, liabilities, costs, and expenses relating to or arising from entrant's participation in the Lab. Stanford and judges assume no responsibility for any damage to an entrant's computer system which is occasioned by accessing the Website or other Lab-related websites or participating in the Lab, or for any computer system, phone line, hardware, software, or program malfunctions, or other errors, failures, delayed computer transmissions, or network connections that are human or technical in nature.

Without limiting the generality of the foregoing, Stanford is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, postage-due, damaged, or stolen entries or prize notifications; or for lost, interrupted, inaccessible, or unavailable networks, servers, satellites, Internet Service Providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone, cable transmissions or other communications; or for any technical malfunctions, failures, difficulties, or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Stanford reserves the right in its sole discretion to disqualify any individual, individual team member or team which is determined to have tampered with the entry process or the operation of the Lab or Website or other Lab-related websites, to be acting in violation of these Terms and Conditions, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Lab, or to
annoy, abuse, threaten, or harass any other person, and Stanford reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

In the event an insufficient number of eligible entries are received or Stanford is prevented from awarding the prize or continuing with the Lab as contemplated herein by any event beyond its control, including, without limitation, fire, flood, natural or man-made epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Stanford's control ("Force Majeure"), Stanford shall have the right to modify, suspend, or terminate the Lab.

These Terms and Conditions cannot be modified or amended in any way except in a written document issued in accordance with the law by a duly authorized representative of Stanford. The invalidity or unenforceability of any provision of these Terms and Conditions 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 Terms and Conditions 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. Stanford's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision. Winners assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Lab or use of any prize.

If for any reason this Lab is not capable of running as planned, including, but not limited to, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Stanford, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Lab, the Stanford reserves the right in its sole discretion to cancel the Lab.

Stanford is not responsible for any errors, problems or malfunctions relating to or in connection with the Lab, including without limitation, errors, problems or malfunctions which may occur in connection with the administration of the Lab, the announcement of the winners, the processing of entries or in any Lab-related materials; or for transactions that are lost, misdirected, or fail to enter into the processing system for any reason; or are processed, reported, or transmitted late or incorrectly; or are lost for any reason, including computer, telephonic, paper-transfer, or human error, or electronic, computer, or telephonic malfunction, damage, error, omission, interruption, defect, delay in operation or transmission, or any combination thereof.

GOVERNING LAW/JURISDICTION:

ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION, AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS, STANFORD AND/OR ANY ADMINISTRATOR IN CONNECTION WITH THE CHALLENGE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF
CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAWS RULES OR PROVISIONS. ANY LEGAL CLAIMS ARISING FROM OR RELATING TO THE CHALLENGE OR THESE OFFICIAL RULES MUST BE BROUGHT IN THE FEDERAL OR STATE COURTS LOCATED IN SANTA CLARA COUNTY, CALIFORNIA.

NO USE OF STANFORD NAMES AND MARKS

Qualified Entrants agree not to use Stanford’s name or other trademarks (together referred to herein as the "Marks"), or the name or trademarks of any related organization, or to quote the opinion of any of Stanford’s employees or agents ("Quotes"), either in writing or orally, without the prior written consent of the University's Assistant Vice President of Business Development. This prohibition includes, but is not limited to, use of the Marks or Quotes in press releases, advertising, marketing materials, other promotional materials, presentations, photographs for commercial use, case studies, reports, websites, application or software interfaces, and other electronic media. Qualified Entrants may disclose that they participated in and / or won an award at the Lab.

WINNERS LIST/TERMS and CONDITIONS:

To obtain any legally-required winners list (after the conclusion of the Lab) or a copy of these Terms and Conditions, send a self-addressed envelope with the proper postage affixed to: Chair’s Suite, Stanford Department of Psychiatry and Behavioral Sciences, 401 Quarry Road, Stanford, California, 94305-5717. Please specify "winners list" or "Terms and Conditions" in your request.

I hereby accept and agree to these Terms and Conditions.

________________________________________
Signature

________________________________________
Printed Name

________________________________________
Date