

HeadHealthTECH Helmet Challenge

OFFICIAL RULES

Effective as of November 18, 2019

1. **EXECUTIVE SUMMARY:** This HeadHealthTECH Helmet Challenge (“**HHTC**”) is an open, skills-based competitive event with the goal of assisting the development of a helmet prototype for the purpose of submitting an application to the [NFL Helmet Challenge](#). All winners, in order to receive the full amount of any contemplated Award (as defined below), must make a submission to the NFL Helmet Challenge.
2. **SUBMISSION PERIOD:** Applications (each, an “**Application**”) may be submitted from November 15, 2019 (the “**Launch Date**”) through March 31, 2020 at 11:59.59 p.m. Eastern Time (unless such deadline is extended by FRI at FRI’s sole discretion) (the “**Submission Deadline**”). Any Applications submitted after the Submission Date shall not be considered.
3. **SPONSOR; SPONSOR AFFILIATES:** This challenge is one of a series of HeadHealthTECH Challenges (the “**Challenge Series**”) sponsored by Football Research, Inc. (“**FRF**”), a nonprofit corporation formed and financially supported by the National Football League (the “**NFL**”). The Challenge Series is managed and operated by Duke University’s Clinical and Translational Science Institute (“**Duke CTSI**”; each of FRI, the NFL and Duke CTSI may herein be referred to as a “**Sponsor Affiliate**” or, collectively, the “**Sponsor Affiliates**”) under contract with FRI.
4. **ELIGIBILITY:** To be eligible to enter the HHTC, you must:
 - (i) Be a legal resident of the country in which you reside;
 - (ii) Be at least 18 years old or the age of majority in your jurisdiction of residence;
 - (iii) Not be a person or representative of an entity under U.S. export controls or sanctions (see <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>); and
 - (iv) Not have been convicted of a felony or crime of moral turpitude.

All applicable United States federal, state, provincial and local laws and regulations apply. Void where prohibited or restricted by law. Although the HHTC is governed exclusively by the laws and regulations of the United States, other local rules and regulations may apply to you, so you should check your local laws to ensure that you are eligible to participate in skills-based competitions. The Sponsor Affiliates reserve the right to award alternative prizes where needed to comply with local laws.

Employees and contractors of any of the Sponsor Affiliates and/or any of their respective affiliates or subsidiaries are eligible to enter and participate in the HHTC but are not eligible to win any prizes. Multiple Applications are permitted to be submitted by the same individuals or entities or portions thereof. Each Application will be reviewed independently. Multiple individuals or entities may collaborate to submit a single Application, but a single individual must be designated as an official representative for each entry (the “**Primary Contact**”). If you are entering on behalf of a company or an institution (“**Institution**”), you are responsible for confirming with your company or institution that the Application does not violate any policies established by that Institution.

5. **AGREEMENT TO OFFICIAL RULES:** Each person, or group of persons, submitting an Application (individually or collectively, a “*Participant*” or “*you*”) should read these legal terms (“*Official Rules*”) carefully before submitting an Application to ensure you understand and agree.

Participation in the HHTC will require you to accept, prior to submission, these Official Rules, which constitutes your full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor Affiliates, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein. The winning Participant may also be required to agree to additional terms as a condition of its selection as winner. The Sponsor Affiliates reserve the right to take any actions necessary to verify your compliance with these Official Rules before awarding a prize, including, without limitation, engaging a third party to evaluate the Application and/or requiring you to provide evidence of permission to use certain third-party materials. Even though you or any other participant may be announced as a winner, if your or any such other participant’s compliance with these Official Rules cannot be verified to Sponsor Affiliates’ satisfaction, you or such other participant will be disqualified, and, time permitting, an alternate winner will be selected.

6. **HOW TO ENTER:** To submit an Application:

- (a) Visit <http://bit.ly/myresearchproposal> and click on “Create New User” (or log in if already have an account). Applications must be submitted under the Primary Contact’s name;
- (b) Review the step-by-step user’s guide for applying via the MyResearchProposal software, which is available in this [document](#);
- (c) Enter Access Code ‘NFL’ then select the “HeadHealthTech Helmet Challenge” funding opportunity and follow the instructions; and
- (d) For those wishing to submit NONCONFIDENTIAL materials for guidance and advice, please send questions to headhealthtech@duke.edu.

7. **CONFIDENTIALITY:** Duke CTSI agrees that, for a period of five (5) years from the Launch Date, it shall treat the Application with reasonable care to avoid disclosure of the Application to any other person, firm or corporation. Duke CTSI shall have no such non-disclosure obligation with respect to the Application, or any part thereof, that (A) is already known to Duke CTSI at the time of the disclosure, (B) becomes publicly known without the wrongful act or breach of this Agreement by Duke CTSI, (C) is rightfully received by Duke CTSI from a third party on a non-confidential basis, (D) is approved for release by written authorization of the Primary Contact, (E) is subsequently and independently developed by employees of Duke CTSI who have had no knowledge of, access to, or use of the Application or (F) is required to be disclosed pursuant to any judicial or government request, requirement or order, *provided* that, to the extent practical, Duke CTSI promptly notifies you of such request or requirement so that you may contest such request, requirement or order. Duke CTSI shall have the right to retain an Oversight Committee (as defined below), including personnel from the funding party, FRI, and subject matter experts, who will review and score the Applications. Those reviews and scores will be provided to Duke CTSI and to FRI.

For the avoidance of doubt, the submission of an Application does not constitute an agreement between the parties submitting the Application and any of Sponsor Affiliates.

By submitting your Application, you agree that the only confidentiality obligations between you, on the one hand, and any Sponsor Affiliate, on the other hand, are contained in this [Section 7](#) of these Official Rules, and any other confidentiality obligations included by you in an Application (whether as a condition to reading and evaluating such Application or otherwise) will be null and

void. If your Application is selected for further evaluation by the Oversight Committee, any of the Sponsor Affiliates may (but are not obligated to) offer to sign a confidentiality agreement as part of further discussions about your Application and the material it describes.

8. **INTELLECTUAL PROPERTY RIGHTS:** Other than as set forth herein, none of the Sponsor Affiliates makes any claim to ownership of your Application or any of your or any third-party intellectual property that such Application may contain. By participating in the HHTC, you are not granting any rights in any patents or pending patent applications related to any technology described in your Application; *provided* that by submitting an Application, you are granting the Sponsor Affiliates certain limited rights as set forth herein.

By submitting an Application, you grant to the Sponsor Affiliates the right to review your Application, to describe your Application in connection with any materials created in connection with the HHTC and to have the Oversight Committee and their designees review your Application. Further, by submitting an Application, you grant a non-exclusive right and license to the Sponsor Affiliates, and their respective affiliates, subsidiaries, parents and licensees, to use, in any media now known or hereafter existing (e.g., the Challenge Series website) or during conferences or other settings in which the health and safety initiatives being undertaken by the Sponsor Affiliates are promoted and/or discussed, in any and all locations worldwide, without any payment to or further approval from you, (X) the name, likeness, logo (if the Application is from a company or institution), biographical information, image, any other personal data of the Primary Contact and the Institution in connection with any announcement of, or disclosures including, the winner of the HHTC, generally, or any list of the entrants of the HHTC (provided that if the Institution does not want its logo used on a list of entrants (rather than winners), the Sponsor Affiliates will accommodate that request); *provided* that the Sponsor Affiliates shall request approval for any such use beyond a year after the HHTC has expired, and (Y) the Non-Confidential Summary included as part of your Application in connection with the HHTC and the Sponsor Affiliates' initiatives to develop new materials in any media or format now known or hereafter invented. You also agree that this license is perpetual and irrevocable and that the foregoing items may be broadcast, displayed, reproduced, stored, edited, exhibited, used and distributed by the Sponsor Affiliates over the Internet and/or any other communication medium now existing or hereafter created, for promotional, revenue-producing and/or any other purpose as the Sponsors determine in their sole and absolute discretion. Other than these uses or as otherwise set forth herein, you are not granting the Sponsor Affiliates any rights to your trademarks.

You agree that nothing in these Official Rules grants you a right or license to use any names, trademarks or service marks of the Sponsor Affiliates, or any other intellectual property or proprietary rights of the Sponsor Affiliates.

Nothing in the HHTC requires you to negotiate or do business with the Sponsor Affiliates. You are free to discuss your Application and the ideas or technologies contained therein with other parties, and you are free to contract with any third parties; *provided* that you do not sign any agreement, grant any license or undertake any obligations that conflict with any agreement that you have entered into, agreed to enter into or do enter into with the Sponsor Affiliates regarding your Application (including without limitation these Official Rules). For the purpose of clarity, you acknowledge that the intent of the HHTC is to encourage people to suggest their ideas and innovations, but your participation in the HHTC does not create an obligation on either your part, or the Sponsor Affiliates' part to enter into any further business relationship with you or to sign any commercial agreement with you.

9. **CHANGES:** The Sponsor Affiliates reserve the right to make changes to the HHTC, including these Official Rules, from time to time. The Sponsor Affiliates shall also have the right to remove any content from the Challenge Series website in their sole discretion at any time and for any

reason.

10. **WARRANTIES:** By submitting an Application, you represent and warrant that all information you submit is true and complete to the best of your knowledge, that you have the right and authority to submit the Application on your own behalf or on behalf of the persons or company or institution that you specify within the Application, and that your Application (both the information and materials submitted in your Application and the underlying technology, method, idea, treatment protocol and/or solution described in your Application):
- (a) is your own original work, or is submitted by permission with full and proper credit given within your Application;
 - (b) does not contain confidential information or trade secrets of any third parties;
 - (c) does not knowingly, after due inquiry (including, by way of example only and without limitation, reviewing the records of the United States Patent and Trademark Office and inquiring of any employees and other professionals retained with respect to such matters), violate or infringe upon the patent rights, industrial design rights, copyrights, trademarks, rights of privacy, publicity or other intellectual property or other moral or other rights of any person or entity;
 - (d) does not contain malicious code, such as viruses, malware, timebombs, cancelbots, worms, Trojan horses or other potentially harmful programs or other material or information;
 - (e) does not and will not violate any applicable law, statute, ordinance, rule or regulation; and
 - (f) does not trigger any reporting or royalty or other obligation to any third party.
11. **OVERSIGHT COMMITTEE:** Duke CTSI and a panel of expert judges established jointly by Duke CTSI and FRI (“*Oversight Committee*”) shall assess all Applications using the following assessment criteria (along with any other additional criteria determined between now and the end of this HHTC, so long as such additional criteria are consistently applied across all Application reviews):
- (a) The strength of the team submitting an Application, particularly with regard to such team’s potential ability to optimize helmet design and to deliver a physical helmet prototype that could win the Helmet Challenge;
 - (b) The potential efficacy of the proposed helmet design concept and whether the proposed helmet design concept has the potential to meet the Design Constraints described in Paragraph 11 of the [Helmet Challenge Official Rules](#) (the “*Design Constraints*”); and
 - (c) The explanation of the budget and the components thereof, the perception that the team submitting an Application will be able to operate within such budget, and the ability to bring in-kind resources to the project.

Conflicts of Interest: The Oversight Committee shall use reasonable efforts to avoid Conflicts of Interest (as defined herein). In the event of a Conflict of Interest or the appearance of a Conflict of Interest, the affected member of the Oversight Committee shall disclose such to FRI and thereafter, to the extent FRI agrees that a Conflict of Interest exists, shall recuse himself or herself from all reviewing, scoring or judging discussions related to the HHTC. Any of the following shall constitute a conflict of interest for a member of the Oversight Committee (each, a

“Conflict of Interest”): (i) having personal or financial interests in, or being an employee, officer, director, or agent of, any entity that has submitted an Application as part of the HHTC; (ii) having a familial or financial relationship with an individual or entity who has submitted an Application as part of the HHTC; (iii) sharing a laboratory (in a college or university) or business unit (in a multi-unit organization) with an individual or entity that has submitted an Application as part of the HHTC.

12. **FUNDING AWARDS:** All judging, eligibility and award decisions are at the sole discretion of FRI and are deemed final and not subject to review or explanation. One or more of the Sponsor Affiliates shall announce via the Challenge Series website a list of Applications to whom FRI has made a funding award (each, an **“Award”**). The Sponsor Affiliates anticipate granting multiple Awards with a cumulative value of up to two million (\$2,000,000), including in-kind support. Further requirements for receiving an Award will be set forth as part of the announcement of the HHTC; however, the Oversight Committee reserves the right to award fewer than the anticipated number of cash awards, in the event an insufficient number of eligible Applications meet the criteria for the HHTC, in the Oversight Committee’s or FRI’s sole discretion. All potential winners shall be notified by the e-mail address for the Primary Contact provided in the Application form and will be required to complete further documentation confirming their eligibility. Return of any notification as “undeliverable” will result in disqualification. After execution of such further documentation and verification of eligibility, Awards will be distributed in the form of a check addressed to the Primary Contact. The Primary Contact will have sole responsibility for further distribution of any cash Award among participants in a group Application or within a company or institution that has submitted an Application. The list of Applications receiving Awards for the HHTC will be made public as described on the Challenge Series website.

At the time that an Award is announced, a funding schedule for the payment of such Award shall also be announced, which will be 50% of the Award paid upfront, followed by the remaining 50% paid upon completion of a prototype that meets the Design Constraints (the **“Funding Period”**); *provided* that, for the avoidance of doubt, any submissions that do not meet such Design Constraints shall not be eligible for the second 50% installment payment. All Awards are a one-time offer and there is no offer of licensure, royalty, or other financial compensation implied beyond the initial round of Awards. Each Award winner is responsible for all taxes and reporting related to any Award that such winner receives as part of the HHTC.

13. **JUDGING DECISIONS FINAL:** All judging, eligibility and award decisions are at the sole discretion of the Oversight Committee and are deemed final and not subject to review, appeal, or explanation. You therefore hereby release the Oversight Committee and the Sponsor Affiliates and Representatives (as defined below) from any and all liability regarding those decisions.
14. **RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Event, you agree to release, indemnify and hold harmless the Sponsor Affiliates, each of the members of the Oversight Committee (and the organizations or entities with which such members are affiliated), and their respective affiliates, subsidiaries, advertising and promotions agencies, as applicable, and each of their respective agents, representatives, officers, directors, shareholders, and employees (collectively, the **“Sponsor Affiliates and Representatives”**) from and against any liability, claims, demands, losses, damages, costs and expenses (including legal fees) arising out of participation in the HHTC or receipt or use of any Award or other prize, including, but not limited to: (a) unauthorized human intervention in the HHTC; (b) the processing or judging of Applications; (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 HHTC 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, by your participation in the HHTC or receipt or use of any Award or other prize, including without

limitation, the physical prototype, which may be damaged during HPS testing or shipping; (h) personal injury, damage, or death to persons which may be caused, directly or indirectly, in whole or in part, by the physical prototype that is the subject of Participant's Application, or by the helmet's manufactured base, in whole or in part, on such physical prototype; (i) 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 HHTC; (j) any Application or other material uploaded or provided by you that infringes any third party proprietary rights, intellectual property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations, or defames any person; (k) any non-compliance by you with these Official Rules or any applicable law or regulation; (l) claims brought by persons or entities other than the parties to these Official Rules arising from or related to your involvement with the HHTC; (m) the testing or evaluation of any physical prototype; or (n) the awarding or announcement of the winners or finalists or in any other HHTC -related materials. To the extent permitted by applicable law, each Participant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. To the extent permitted by applicable law, you further agree to defend, indemnify and hold harmless the Sponsor Affiliates and Representatives from and against any and all third party claims or causes of action arising out of or in any way related to your product or service and the Sponsor Affiliates' and Representatives' use thereof as authorized herein, including, without limitation, any claims of infringement of intellectual property rights.

Any compromise to the fair and proper conduct of this Event may result in the disqualification of an Application, termination of the HHTC, or other remedial action, at the sole discretion of the Sponsor Affiliates. The Sponsor Affiliates reserve the right in their sole discretion to extend or modify the dates of the HHTC. By entering, you agree to these Official Rules and to all decisions of the Sponsor Affiliates and Representatives, which are final and binding in all respects.

THE SPONSOR AFFILIATES AND REPRESENTATIVES SHALL NOT BE LIABLE TO ANY PARTICIPANT FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THE HHTC OR THESE OFFICIAL RULES. YOU HEREBY RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE SPONSOR AFFILIATES AND REPRESENTATIVES FROM ANY AND ALL DAMAGES, INJURIES, CLAIMS, CAUSES OF ACTIONS, LIABILITY OR LOSSES OF ANY KIND (INCLUDING ACTUAL LEGAL FEES AND EXPENSES), KNOWN OR UNKNOWN, ABSOLUTE OR CONTINGENT, NOW OR IN THE FUTURE ARISING FROM OR RELATED TO: (1) YOUR FAILURE TO COMPLY WITH ANY OF TERMS OF THESE OFFICIAL RULES OR OTHER APPLICABLE RULES AND LAWS; (2) ANY MISREPRESENTATION YOU MAKE TO THE SPONSOR AFFILIATES AND REPRESENTATIVES UNDER THESE OFFICIAL RULES OR OTHERWISE; (3) YOUR PARTICIPATION IN THE HHTC; (4) YOUR RECEIPT, USE OR REDEMPTION OF ANY PRIZE, OR THE INABILITY TO RECEIVE, USE OR REDEEM ANY PRIZE; (5) A CLAIM BY A THIRD PARTY THAT THE APPLICATION, OR ANY SERVICES OR PRODUCTS DISCUSSED IN THE APPLICATION, OR ANY OTHER MATERIALS OF ANY NATURE FURNISHED BY YOU, INFRINGES (WHETHER DIRECTLY, CONTRIBUTORILY, OR OTHERWISE), MISAPPROPRIATES OR VIOLATES SUCH THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS; AND (6) A CLAIM BY A THIRD PARTY RELATED TO THE THIRD-PARTY'S USE OF THE PHYSICAL PROTOTYPE THAT IS THE SUBJECT OF PARTICIPANT'S APPLICATION, OR OF A HELMET MANUFACTURED, IN WHOLE OR IN PART, BASED ON SUCH PROTOTYPE. THE SPONSOR AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE INFORMATION PROVIDED TO THE PARTICIPANT IN CONNECTION WITH THE HHTC AND EXPRESSLY DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, RELATING TO THE HHTC. IN NO EVENT SHALL THE SPONSOR AFFILIATES BE

LIABLE FOR ANY DAMAGES (INCLUDING WITHOUT LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES, PERSONAL INJURY/WRONGFUL DEATH, LOST PROFITS OR ANY OTHER DAMAGES) RESULTING FROM THE USE OF ANY INFORMATION PROVIDED IN CONNECTION WITH THE HHTC.

15. **PERSONAL INFORMATION & PRIVACY:** You acknowledge and agree that your name and contact information shall be collected upon registration for the HHTC. The Sponsor Affiliates may use or disclose this information and any other information contained in the Application (A) to their affiliates, (B) as may be required to conduct and manage the HHTC, including to confirm your eligibility and communicate with you, (C) to contact you via email for promotional purposes related to the operation of this or future competitions or challenges, and (D) to exercise the Sponsor Affiliates' rights under these Official Rules, including any further contact in connection with any commercial use of the subject of the Application.

All data provided by you must be accurate. You are informed that the personal data collected in connection with the HHTC will be collected by the Sponsor Affiliates' servers and computer systems which are based in United States and such collection will therefore be subject to applicable United States laws. As such, you are hereby informed that your personal data may be transferred outside of their eligible jurisdiction (including without limitation by being transferred, stored and processed outside the European Union if you a resident of the European Union) and your personal data may not be subject to the same requirements or restrictions relating to such personal information as may exist in the country in which it was collected. Upon request, you will be provided with access to your personal data. You also have a right to oppose the collection, storage and use of such personal data under certain circumstances. You may exercise such right by writing to FRI, 345 Park Avenue, New York, NY 10128. If you are not satisfied with how the Sponsor Affiliates addressed your complaint, you may be able to raise the matter with a competent regulatory authority. You may also withdraw your personal data upon request; however, in such case, you will be disqualified as an entrant in the HHTC prior to the determination and fulfillment of the Awards or any other prizes.

16. **NO OBLIGATION:** You acknowledge that multiple participants may submit Applications that contain concepts, technical solutions and technologies and/or business activities similar to other Applications and that the Sponsor Affiliates and Representatives or their subsidiaries and business partners may already be investigating or developing concepts, technical solutions and technologies and/or business activities that are related or similar to those that you disclose in your Application. You acknowledge and agree that any actions or omissions of the Sponsor Affiliates and Representatives with respect to another Application or one of its own solutions or business activities, even if similar to your Application, shall not create in the Sponsor Affiliates and Representatives, as applicable, any liability to you or others. Further, none of the Sponsor Affiliates and Representatives are or shall be restricted in any way from pursuing, developing, or commercializing, in any way that the Sponsor Affiliates and Representatives, as applicable, sees fit, independent of you and at the Sponsor Affiliates' and Representatives' sole discretion, any technology that is created independent of your Application. For the avoidance of doubt, you acknowledge that none of the Sponsor Affiliates and Representatives are obligated to take any action whatsoever with regard to your Application.
17. **WAIVER:** By entering the HHTC, you waive all rights to seek injunctive or equitable relief, or to claim punitive, incidental or consequential damages, or attorneys' fees.
18. **LAW:** You agree that these terms and the relationship between you and the Sponsor Affiliates shall be governed by the laws of the United States and the State of New York. For entrants living outside the United States, you specifically acknowledge that you accept the practices and policies outlined in these Official Rules for the Challenge Series website and consent to having your data transferred to and processed in the United States. The parties hereto forever and irrevocably

agree to the exclusive jurisdiction and venue of the state or federal courts located in the City of New York, County of New York, State of New York, USA.

19. **MISCELLANEOUS:** You agree that all provisions, that by reasonable construction of their terms or nature, would require survival beyond the termination of this Agreement shall survive such termination. This Agreement constitutes the entire agreement with respect to its subject matter and this Agreement supersedes any prior agreement or understanding between them and shall not be modified or amended except by an instrument in writing signed by the party to be charged.

IF ONE OR MORE PROVISIONS OF THESE OFFICIAL RULES ARE BE FOUND INVALID, ILLEGAL OR UNENFORCEABLE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THE REMAINING PROVISIONS OF THESE OFFICIAL RULES WILL NOT BE AFFECTED IN ANY WAY THEREBY.

IN THE EVENT THERE IS A DISCREPANCY OR INCONSISTENCY BETWEEN DISCLOSURES OR OTHER STATEMENTS CONTAINED IN ANY HHTC MATERIALS AND THESE OFFICIAL RULES, THESE OFFICIAL RULES WILL PREVAIL, GOVERN AND CONTROL.

Last updated: March 20, 2020.

Any questions on these Official Rules, whether prior to or after submission of an Application, should be sent to headhealthtech@duke.edu.