



AMERICAN BOARD OF
FOOT AND ANKLE SURGERY®

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**ABFAS Surgeons of Tomorrow
2023 Student Conference Scholarship Contest
OFFICIAL RULES**

OFFERED ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA. VOID WHERE PROHIBITED.

- 1. ELIGIBILITY:** The ABFAS Surgeons of Tomorrow Contest (“Contest”) is sponsored by the American Board of Foot and Ankle Surgery (“Sponsor”). The Contest is open only to (i) legal residents of the 50 United States and the District of Columbia (ii) who are 18 years of age or have reached the age of majority in their state of residence, whichever greater; (iii) who are currently enrolled at one of the following podiatric colleges: Midwestern University Arizona College of Podiatric Medicine, Barry University School of Podiatric Medicine, California School of Podiatric Medicine at Samuel Merritt University, College of Podiatric Medicine and Surgery at Des Moines University, New York College of Podiatric Medicine, Kent State University College of Podiatric Medicine, Dr. William M. Scholl College of Podiatric Medicine at Rosalind Franklin University of Medicine and Science, Temple University School of Podiatric Medicine, Western University College of Health Sciences, College of Podiatric Medicine, University of Texas Rio Grande Valley School of Podiatric Medicine, and Lake Erie College of Osteopathic Medicine School of Podiatric Medicine; and (iv) who are available to attend the American College of Foot and Ankle Surgeons 2024 Scientific Conference (February 1–4, 2024, in Tampa, Florida). Employees, officers and directors of Sponsor, its affiliates, partners, advertising agencies, and promotional suppliers (collectively, "Contest Entities"), and the immediate family members (spouses, parents, children, siblings, and their spouses) and members of the same household (whether related or not) of such individuals are not eligible. Subject to all applicable federal, provincial, state, and local laws and regulations. Void where prohibited or restricted by law.
- 2. AGREEMENT TO OFFICIAL RULES:** Participation in the Contest constitutes the entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Contest Entities, which are final and binding. Winning is contingent upon fulfilling all requirements set forth herein. An entrant may be disqualified in Sponsor’s sole discretion if he/she fails to comply with any of the terms of these Official Rules. **By agreeing to these Official Rules, you are agreeing to resolve any disputes with Sponsor via binding, individual arbitration, subject to some narrow exceptions, as set forth in the Governing Law & Agreement to Arbitrate section below.**

An email account is required to enter. Should multiple users of the same email account enter the Contest and a dispute arises thereafter regarding the identity of the entrant, the authorized account holder of said email account, at time of submission, will be deemed to be the entrant. The “authorized account holder” is the natural person assigned to the email account by the email service provider. Potential winners may be required to show proof of being the authorized account holder. Normal Internet access and usage charges imposed by your online service will apply. If you participate from your mobile phone, such activity will be subject to the charges

pursuant to your wireless service provider's rate plan. Please consult your wireless service provider for more information.

- 3. ENTRY PERIOD:** The Contest begins at 12:00 AM Eastern Time ("ET") on September 15, 2023, and ends at 11:59 PM ET on October 29, 2023 ("Contest Period"). Sponsor's computer or that of its designee shall serve as the official time keeping device for the Contest.
- 4. HOW TO ENTER:** To enter the, during the Contest Period you must prepare and submit either (i) a written essay ("Essay Entry") or (ii) a video ("Video Entry") that responds to the following prompt: **Why is ABFAS Board Certification important to you as an aspiring podiatric surgeon, and how will you use it to benefit your patients?**

To submit your written essay, visit abfas.org/SOTessay, complete all required fields, and upload your Essay Entry. To submit your video entry, visit abfas.org/SOTvideo, record or upload your video through the video platform, complete all required fields, and submit your video. Entries must meet the following specifications:

- Essay Entries may not exceed 600 words and must be submitted in Word or PDF format.
- Video entries may not exceed three minutes in length. Sponsor prefers that Video Entries only feature the individual entrant. While entries will not be invalid if they feature others, please note the Warranty provisions of the Intellectual Property section below, which require permission from any such individuals.

LIMIT: ONE (1) ENTRY PER PERSON, REGARDLESS OF ENTRY TYPE, DURING THE CONTEST PERIOD. Entries submitted by any person or account in excess of this limit will be void. Entries generated by script, macro, or other automated means are void. Entries will be reviewed for compliance with the requirements set forth in these Official Rules, including all requirements in the Intellectual Property and Additional Entry Requirements sections below. Sponsor reserves the right to disqualify any entry at any time in the event it is determined, in Sponsor's sole discretion, that the entrant has not complied with these Official Rules. Once submitted, an entry may not be changed, altered, modified, or deleted.

5. INTELLECTUAL PROPERTY

WARRANTY: By entering the Contest, entrants represent and warrant that their entries are their own original work and, as such, they are the sole and exclusive owner and rights holder of the submitted entry and that they have the right to submit the entry in the Contest and grant all required licenses and assignments. Each entrant agrees not to submit any entry that infringes any third-party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights, or any other rights, including copyright, trademark, patent, trade secret, privacy, publicity, and confidentiality rights/obligations. Entrants also represent and warrant that they have not previously submitted their entry as an entry in another contest, promotion, competition, or similar activity. If a Video Entry was recorded by anyone other than the entrant, entrant represents and warrants that such person(s) have granted to entrant all rights to the video, and that entrant can and will give written copies of such transfer to Sponsor upon request.

You further represent and warrant that you have obtained permission from each person whose name, image, recording (visual and/or voice), or likeness ("Likeness") is included in your entry, that such person(s) have granted you all necessary rights to use their Likeness in the entry, and that you can and will give written copies of such permissions to the Sponsor upon request. If your entry includes the Likeness of a person who is under the age of 18 or under the age of

majority in his/her jurisdiction of residence, whichever is greater (a “Minor”), such grant of rights must include permission from the Minor’s parent or legal guardian, authorizing the use of the Minor’s Likeness on behalf of the Minor.

LICENSE: Subject to the “Assignment” paragraph immediately below, each entrant shall retain ownership of all intellectual property rights in his/her entry (including moral rights) subject to these Official Rules. However, by entering the Contest, and to the extent allowed by law, each entrant grants Sponsor and its affiliates, licensees, promotional partners, developers and third-party marketing entities a non-exclusive, irrevocable, perpetual, worldwide, royalty-free license to edit, modify, cut, rearrange, add to, delete from, copy, reproduce, adapt, publish, create derivative works from, exploit and use the entry throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration, or compensation.

ASSIGNMENT: Each entrant selected as a potential winner will be required to execute additional documentation transferring all intellectual property rights in his/her entry to Sponsor in exchange for receiving a prize. The effect of this assignment will be that Sponsor, and not the entrant, shall be the sole and exclusive owner of the entry, free and clear of any encumbrances, and that the entry shall be treated as a “work made for hire” for Sponsor, as that phrase is defined in The Copyright Act of 1976, 17 U.S.C. § 101 et. seq. By assigning his/her entry, entrant will have no claim to any further review, notice, approval, consideration, or compensation with respect to the entry and the use thereof. In the event that the work is not viewed as a work made for hire under applicable law, the potential winner will be agreeing to an exclusive assignment of all rights in the entry to Sponsor. Agreeing to and executing such documentation will be a condition precedent to receiving a prize. If any entrant selected as a potential winner is not willing to assign his/her entry to Sponsor in the manner described above, such entrant will forfeit his/her claim to a prize and Sponsor may select an alternate potential winner, in its sole discretion.

6. **ADDITIONAL REQUIREMENTS:** Entrants must not engage in any violent, dangerous, or illegal behavior in creating an entry. Entries must not contain inappropriate content, including but not limited to vulgarity, obscenity, lewd, pornographic, or violent material, or materials which promote hate or violence. Entries must not defame, misrepresent, or contain disparaging remarks about Sponsor or its services, or other people, products/services, or organizations. Entries must not defame or invade the privacy or publicity rights of any person, living or deceased, or otherwise infringe upon a person's personal or proprietary rights. Entries that do not include all required information and do not adhere to the foregoing and following requirements or are deemed to be immoral, obscene, profane, not in keeping with Sponsor's image, or otherwise inappropriate for the Contest (all as determined by Sponsor in its sole discretion) will be considered void.
7. **JUDGING:** By approx. November 15, 2023, a panel of judges consisting of the American Board of Foot and Ankle Surgery Communications Committee will judge the entries according to the following criteria: Video Entries, total of 20 points: 4 points for Professionalism/Articulation; 8 points for message "What will I do with my Board Certification?"; 8 points for message "What does ABFAS mean to me?". Essay Entries, total of 20 points: 4 points for Grammar/Writing Style; 8 points for message "What will I do with my Board Certification?"; 8 points for message "What does ABFAS mean to me?". The panel will select one (1) potential winner from among all Essay Entries and one (1) potential winner from among all Video Entries based on highest score. In the event of a tie, the tie will be broken based on a vote of the judges. Entrants who submit Essay Entries will only be competing against other entrants who submit Essay Entries; likewise, entrants who submit Video Entries will only be competing against other entrants who

submit Video Entries. Thus, for avoidance of doubt, it is possible that a potential winner could have a lower score than a non-winning entry in the other category. The judges' decisions are final and binding.

Notwithstanding any other provision of these Official Rules, if at any time during the Contest Period, the judging rounds or at any time thereafter, the Sponsor determines that not enough or no eligible entrants exist from which to determine the winners, then Sponsor may in its sole and exclusive discretion determine that not enough or no eligible contestants exist, and then may either suspend or terminate the Contest or modify it (or any parts thereof) in any equitable manner that Sponsor deems appropriate in its sole and exclusive discretion, including, without limitation, by not awarding any one or more of the prizes set forth in these Official Rules.

8. PRIZE(S):

(a) WINNERS: Each of the two (2) winners will receive a prize consisting of the following:

- A trip to the American College of Foot and Ankle Surgeons 2024 Scientific Conference (“Conference”), which will be held in Tampa, Florida, from February 1–4, 2023;
- Recognition as a Contest winner at the American Board of Foot and Ankle Surgery Annual Meeting, which will take place during the Conference; and
- A “meet and greet” event with the American Board of Foot and Ankle Surgery Board of Directors and Communications Committee, including a photo opportunity with both groups.

Prize includes free admission to the Conference (Approximate retail value (“ARV”): \$300) and travel and accommodations in the form of the following: (i) round-trip economy class airfare from a major airport closest to winner’s city of residence; (ii) a hotel stay for one (1) person (winner) in one (1) standard room, double occupancy, in or around the Los Angeles area, for four nights; and (iii) \$100 per day stipend. The exact choice of airline, flight, airport, hotel, travel dates, and any other travel or lodging details shall be at the sole discretion of Sponsor. If the winner does not require air travel due to winner’s proximity to the Conference location or otherwise, this portion of the prize shall be forfeited and may not be transferred, credited, redeemed, or otherwise exchanged or converted to cash. If the winner's residence is less than 125 miles from the Conference location, the flight portion will not form a part of the prize, but Sponsor will reimburse winner’s ground transportation to and from the Conference up to an amount of \$160. Such winners will still receive all other portions of the prize aside from air travel. ARV of travel and accommodations: \$1,800. Total ARV of each prize: \$2,500. Total ARV of all prizes available in Contest: \$5,000.

Should a potential winner be unable to attend the Conference and/or travel on the dates and times designated by Sponsor, he/she will be disqualified and the prize forfeited, and Sponsor may select another winner and transfer the prize to him/her in Sponsor’s sole discretion. Winners will be responsible for any other cost or expense not described above, including transportation to and from the originating airport, ground travel while attending the Conference, and any other cost or expense not explicitly included in the prize as described above (including meals, medical insurance, travel documentation, gratuities, telephone calls, and in-room charges). Prior to travel, winner may be responsible for obtaining the proper travel documentation. Winner hereby releases Sponsor from any duty to provide, check, or verify any and all necessary travel documentation or requirements (“Personal Documents”). Sponsor shall not have any responsibility for the replacement of lost or stolen Personal Documents or tickets, coupons, vouchers, receipts, or other documents pertaining to the prize (“Travel Documents”) once the Travel Documents have been provided to winner.

Sponsor reserves the right to not seek an alternate potential prize winner in the event that an individual originally selected is disqualified or unavailable, at Sponsor's sole discretion. Prizes are non-transferable and are not redeemable for cash. No prize substitutions allowed, except that Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater value if prize become unavailable or impracticable. Prizes may not be sold, bartered, or exchanged by any winner. All details of any prize not specified herein shall be determined solely by Sponsor. By accepting a prize, each winner acknowledges compliance with these Official Rules. All federal, state, or other tax liabilities arising from this Contest are the sole responsibility of the prize winner.

- 9. WINNER NOTIFICATION:** The potential winners will be notified by email from Sponsor at the email address submitted at the time of entry. To claim prize, potential winner will be required to respond to Sponsor's notification **within five (5) business** days after transmission of the aforementioned message and provide any additional information required by Sponsor. Subsequently, the potential winner will receive additional prize claim instructions by mail and/or email and will be required to complete, sign, have notarized, and return an Affidavit of Eligibility/Liability Release, an assignment of all rights in the entry to Sponsor (See "Intellectual Property Rights" section above), and any other documentation required by Sponsor. All requested documents must be returned to Sponsor within the time period specified by Sponsor.

At the sole discretion of the Sponsor, disqualification, prize forfeiture and the selection of an alternate winner may result from any of the following: [a] a potential winner's failure to respond to the initial notification within five (5) business days after its transmission; [b] the failure of notification due to deactivation of the potential winner's email account prior to receipt of notification; [c] potential winner's failure to provide Sponsor with satisfactory proof of age, identity, and residency; [d] potential winner's failure to complete and return required documents by the date specified in winner's notification; and [e] any other non-compliance with these Official Rules. Sponsor shall have no liability due to a potential winner's failure to receive any messages from Sponsor due to the potential winner's junk, spam, or other email settings.

- 10. CONDUCT:** Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the right at its sole discretion to disqualify any individual suspected of tampering with the entry process or the operation of the Contest, or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules, or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten, or harass any other person. **CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

- 11. GENERAL:** By participating, entrants agree [a] to these Official Rules and decisions of the Contest Entities and judges, which shall be final in all respects relating to this Contest; [b] to release, discharge, and not bring any claim against Sponsor and any other Contest Entities from any injuries, liability, losses and damages of any kind resulting from their participation in the Contest or their acceptance, use, or misuse of prize including personal injury, death, and property damage; and, if a winner, [c] to permit Contest Entities to use his/her name, photograph, likeness, statements, biographical information, voice, voice likeness and city and state address for advertising, publicity and promotional purposes in all media in perpetuity,

without compensation (unless prohibited by law) and agree to execute specific consent to such use upon request. Sponsor, its affiliates, subsidiaries, advertising and promotion agencies, agents and representatives, and the officers, directors and employees of each are not responsible for and shall not be liable for any [a] electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind, including without limitation, server malfunction or by any human error which may occur in the processing of entries; [b] failed, incomplete, garbled or delayed computer transmissions; [c] late, lost, misdirected or incomplete entries or postage-due mail; or [d] any condition caused by events beyond the control of the Sponsor that may cause the Contest to be disrupted or corrupted. Sponsor reserves the right to cancel, suspend, and/or modify the Contest, or any part of it, in any manner and for any reason, including, without limitation, if any fraud, technical failures or any other factor beyond Sponsor's control (including disease, epidemic, or pandemic, including the ongoing COVID-19 pandemic and any related issues, concerns, or developments) impairs the integrity or proper functioning of the Contest or otherwise prevents the Contest, including the delivery of any prize, from operating as planned, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, select potential winners from all non-suspect entries received prior to such event and/or award an alternate prize, though Sponsor will have no obligation to select a winner or award any prize.

12. INDEMNIFICATION: To the maximum extent permitted by law, each entrant agrees to defend, indemnify, and hold harmless Sponsor from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or accruing from (i) any entry or other material submitted by the entrant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property or proprietary right of any person; (ii) any misrepresentation made by entrant or the breach of any representation or warranty made by entrant in connection with the Contest; or (iii) any non-compliance by the entrant with these Official Rules or any other rules or guidelines provided by Sponsor in connection with the Contest.

13. GOVERNING LAW & AGREEMENT TO ARBITRATE: The Contest is governed by the laws of California, without regard to the conflicts of law provisions, provided that any arbitration conducted pursuant to these Official Rules shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16).

If there is any controversy, claim, action, or dispute arising out of or related to the Contest, including the use or misuse of any prize ("Dispute"), both parties shall first try in good faith to settle such Dispute by providing written notice to the other party describing the facts and circumstances of the Dispute and allowing the receiving party thirty (30) days in which to respond to or settle the Dispute. Both you and Sponsor agree that this dispute resolution procedure is a condition precedent that must be satisfied before initiating any litigation or filing any claim against the other party. IF ANY DISPUTE CANNOT BE RESOLVED BY THE ABOVE DISPUTE RESOLUTION PROCEDURE, YOU AGREE THAT SUCH DISPUTE WILL BE DECIDED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT TO HAVE A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, COLLECTIVE OR REPRESENTATIVE CAPACITY. Other rights that you and we would otherwise have in court will not be available or will be more limited in arbitration, including discovery and appeal rights.

All such Disputes shall be exclusively submitted to Judicial Arbitration and Mediation Services (JAMS) (www.jamsadr.com) for binding arbitration under its rules then in effect (as modified by this agreement to arbitrate), before one arbitrator to be mutually agreed upon by both parties. The arbitration shall be conducted in accordance with the JAMS Consumer Arbitration Minimum Standards (<https://www.jamsadr.com/consumer-minimum-standards/>) if it is determined by JAMS or the arbitrator that these standards are applicable to the Dispute. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any Dispute arising under or relating to the interpretation, applicability, enforceability, or formation of these Official Rules, including any claim that all or any part of these Official Rules are void or voidable. The arbitrator shall have the exclusive power to rule on his or her own jurisdiction. The arbitrator may award (on an individual basis) any relief that would be available in a court. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding the foregoing, in lieu of arbitration either party may bring an individual claim in small claims court in the United States consistent with any applicable jurisdictional and monetary limits that may apply.

14. **Entrant's Personal Information:** Information collected from entrant is subject to Sponsor's Privacy Policy, available at <https://www.abfas.org/privacy>.
15. **Winners List:** To obtain a copy of the winners list, email your request to: info@abfas.org. Requests must be received no later than May 31, 2024.
16. **Sponsor:** American Board of Foot and Ankle Surgery, 445 Fillmore Street, San Francisco, CA 94117

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Any third-party trademarks mentioned herein are the property of their respective trademark owners. The use or mention of such third-party trademarks in these Official Rules or in the Contest is solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the Contest.

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2023 Student Conference Scholarship Contest
ABBREVIATED RULES**

NO PURCHASE NECESSARY. Void outside the 50 US & DC and where prohibited by law. Term: 9/15/23 at 12:00 AM ET through 10/29/23 at 11:59 PM ET. Entrants must be (i) legal residents of the 50 US/DC, (ii) 18 years of age or age of majority (whichever greater); (iii) currently enrolled at one of the following podiatric colleges: Midwestern Univ., Barry. Univ., Cal. School Pod. Med., Des Moines Univ., N.Y. College Pod. Med., Kent State Univ., Rosalind Franklin Univ., Temple Univ., Western Univ., Univ. Texas Rio Grande Valley Sch. Pod. Med., LECOM Sch. Pod. Med. and (iv) available to attend the ACFAS 2024 Scientific Conference (Feb. 1–4, 2024 in Tampa, Florida). Employees, officers, directors of Sponsor/affiliated entities as well as family/household members of each are ineligible. To enter, prepare an essay (max. 600 words) or video (max. 3 minutes) responding to the prompt provided by Sponsor. Two (2) winners total will be selected—one (1) for best essay and one (1) for best video. Winners will receive (i) trip to ACFAS 2023 Scientific Conference, including travel, lodging, and stipend; (ii) recognition at the ABFAS annual meeting (held during conference); and “meet and greet” with the ABFAS Board of Directors and Communications Committee (also during conference). Prize ARV: \$2,500; total ARV: \$5,000. For entry and prize details, judging criteria, and all other terms/conditions, see Official Rules at abfas.org/essaycontest. Sponsor: American Board of Foot and Ankle Surgery, 445 Fillmore Street, San Francisco, CA 94117.