

AAOS OrthoPitch Contest Rules

AAOS OrthoPitch (the “Contest”) allows participants (“Participants”) to showcase new and disruptive medical technologies in the orthopaedics field. Please read the following Contest Rules (the “Rules”) in their entirety before entering the Contest. Participants should not enter the Contest unless they agree to these Rules.

1. No purchase necessary to enter the Contest.

2. **Eligibility:** The Contest is open to Participants who are at least eighteen (18) years of age and the legal age of majority in their jurisdiction of legal residence at the time of entry, and who submit a complete application per the Application Submission Criteria identified by AAOS (a “Submission”). Employees of AAOS and their immediate family members, or anyone with whom they are domiciled are not eligible to win and receive a prize. The Contest is void where prohibited or restricted by law, and is subject to all federal, state, and local laws and regulations.

3. **Timing:** The Contest commences on **May 1, 2024 or when applications open, and ends after a winner is chosen at the AAOS 2025 Annual Meeting.** See website contest pages for more specific timelines.

4. **How to Enter:** To enter the Contest, Participants must provide a complete Submission via <https://form.jotform.com/232914776072057>.

5. **Intellectual Property:** By entering the Contest, Participants represent and warrant that (a) they are the owner/creator of the Submission, and any presentation provided as part of the Contest, (b) Participants own or have sufficiently and validly licensed in writing 100% of all rights to the product described in the Submission, (c) the product described in the Submission does not infringe any third party proprietary, intellectual property, industrial property, personal rights or other rights, including without limitation, copyright, trademark, publicity right, patent, trade secret or confidentiality obligation; or otherwise violate any applicable law, and (d) the product described in the Submission requires no additional permissions relating to the copyright, patent, or trademark/trade dress. Participants agree not to submit any product that (a) infringes any third-party proprietary, intellectual property, industrial property, personal rights or other rights, including without limitation, copyright, trademark, publicity right, patent, trade secret or confidentiality obligation; (b) breaches any contract with any third party; or (c) otherwise violates applicable law.

6. **Winner Selection, Judging Criteria, and Winner Notification:** Submissions will undergo up to three rounds of review/judging, based on criteria and using a scoring system as set forth on the website contest page titled “Application Criteria & Review Process.” Participants understand and agree that, if selected as a finalist or winner, they will be acknowledged as such during the AAOS 2025 Annual Meeting, and that Participants’ names and Submission information may be used in promotions regarding the AAOS 2025 Annual Meeting or future AAOS Annual Meetings, and for any other purpose reasonably related to this Contest as determined by AAOS.

A winner will be selected during the AAOS 2025 Annual Meeting. The winner will be notified by phone, mail and/or e-mail within 48 hours of judging. In the event that the winner does not comply with these Rules that selection shall be void with no further obligation to that winner, and an alternate Participant may be selected from the remaining finalists. AAOS will announce the winner of the contest before the end of the 2025 AAOS Annual Meeting.

7. **Prize and Value:** See website contest pages for current prize details, which will be provided by third-party sponsors or supporters. No cash substitutions or equivalents for the prize(s) will be permitted. However,

sponsors/supporters reserve the right to substitute a prize of equal or greater value in the event that the prize(s) becomes unavailable. Federal, state and local taxes on the prize(s) are solely the responsibility of the winner. The winner may be required to provide third-party sponsors or supporters with valid social security number(s) or tax identification number(s) before the prize(s) will be awarded for tax reporting purposes. An IRS Form 1099 may be issued in the name of the winner for the actual value of the prize(s) received.

8. Dates & Deadlines/Anticipated Number of Participants: AAOS reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Rules or otherwise governing the Contest. AAOS cannot accurately predict the number of Participants who will participate in the Contest.

9. Name of Contest Winner/Official Rules Requests. For the name of the winner or a copy of these Rules, please contact Ryan Pezold at pezold@aaos.org.

10. Release and Indemnification: By participating in the Contest, Participants agree to release, discharge, indemnify and hold harmless AAOS and its directors, officers, employees, agents, successors and assigns ("Released Parties") from and against any and all claims, liability, costs (including attorneys' fees), losses, damages, fines or injuries of any kind arising out of or related to: (i) participation in the Contest; (ii) any acceptance, possession, misuse or use of the prize(s); (iii) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; and (iv) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Contest activity and/or prize.

11. Publicity Authorization. Subject to applicable law, Participants hereby agree that their names, likeness, photographs, Submissions, and any photographs or video taken by or for AAOS or provided by Participant in connection with the Contest can be used, without compensation, for advertising, promotional and/or publicity purposes in connection with the Contest, in all forms of media and by any and all means and media (now and hereafter known, including but not limited to Orthopaedic Video Theater), and on and in connection with related products, services, advertising and promotional materials (now known or hereafter developed), worldwide, in perpetuity, without any obligation, or notice. Participants give up all rights of inspection or approval of any recorded video and/or images and irrevocably release all claims or demands related to use or publication of recorded video and/or images. AAOS owns all rights to products developed which may include recorded video and/or images, but AAOS is not obligated to use recorded video and/or images. If selected as a finalist, Participants agree to assist in creating a promotional video in advance of the AAOS 2025 Annual Meeting, which shall be subject to the terms of this paragraph.

12. Disclosure Forms. Participants agree to submit an up-to-date [disclosure form](#), and to notify AAOS if any information materially changes during the course of the Contest.

13. Information Submitted. By entering this Contest and voluntarily providing personal information (including, but not limited to name, age, address, telephone number and email address) (collectively "Participant Information"), Participants consent and agree to AAOS's collection and use of the Participant Information to administer this Contest, and to comply with applicable laws and regulations. Participants acknowledge and agree that as part of the Submission process they may opt out of having their Participant Information included in an applicant list provided to Orthopitch sponsors and supporters. However, if a Participant is selected as a finalist, AAOS will provide Participant Information to sponsors for the limited purpose of evaluating Submissions and preparing for the event at the AAOS 2025 Annual Meeting. Participant Information is subject to AAOS's website [terms of use](#) and [privacy policy](#).

14. **Miscellaneous.** By entering the Contest, Participants agree to be bound by these Rules (which may be updated at any time in AAOS's sole discretion) and the decisions of AAOS, which are final on all matters relating to the Contest. AAOS, in its sole discretion, may disqualify any Participant that is found to have tampered in any way with the operation of the Contest. AAOS reserves the right to abbreviate, terminate, modify, or suspend the Contest at any time for any reason or no reason, in its sole discretion and judgment. The invalidity or unenforceability of any provision of these Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. AAOS's failure to enforce any term of these Rules will not constitute a waiver of that provision. The Contest is governed by the laws of the State of Illinois, to the extent permitted by law.