

JACR HACKATHON

FOCUSED STATEMENT OF THE EVENT

As a leader in peer reviewed research, the Journal of the American College of Radiology (JACR) brings together the best minds, resources and technology for compelling research, and discussions in the radiology field. This year, in concert with the American College of Radiology's Annual Meeting (ACR 2016), the JACR Hackathon will focus on building new technology tools to help patients, physicians, and publishing communities improve the exchange of information among patient, health care provider, and peer-review communities. Developers, designers, health care professionals, business developers and entrepreneurs will join forces for two days of rapid prototyping and creative health-hacking. Participants come for data, direction, diverse collaborators, delicious food and awards and, potentially, the beginning of a product or even their next big venture.

Don't miss out on this great way to meet other innovators and hone your skills for a chance to be on the conference stage and win cash awards.

DESCRIPTION

What is an HACKATHON?

An HACKATHON is an event where teams will engage in brainstorming and developing concepts for novel solutions that will culminate in pitch presentations. Prizes will be awarded to the best ideas.

This HACKATHON will focus on the questions:

How can technology improve the accessibility that patients have to medical peer-reviewed literature and content experts in health care?

How can the peer-review community best address the information-related needs of patients?

The public has grown increasingly accustomed to unlimited availability of information. This trend has also been observed in health care, as patients have access to a countless number of health care information resources. Often this information is not reviewed and/or verified by subject matter experts. It is up to the patient to assess its credibility. The most reliable research and medical information sources are often articles in peer-reviewed journals and thus are an important, many would say critical, resource for the patient community. A large majority of the peer-review literature remains non-accessible to the public, including patients. The JACR HACKATHON aims to solve these problems with a tech-centric solution.

DATES: May 14-15, 2016

VENUE: Washington, DC: Washington Marriott Wardman Park Hotel
2660 Woodley Rd. NW, Washington, DC 20008

FEE: None

TEAMS: May be formed before the event (May register as a team or as an individual)

AGENDA

Saturday, May 14, 2016 (Room will be open throughout the event)

- 7:00 am – Doors Open/Registration

- 8:00 am – Welcome & Overview of the Event
- 8:10 am – Speakers to frame the problem. Remarks from ACR and its designees
- 9:30 am – Present pitches for solutions/problems
 - Teams form
- 11:00 am – Mentors available for consultation
- 12:00 pm – HACKATHON begins
 - Lunch is provided
- 5:00 pm – Dinner is provided
- Room will be open throughout the event

Sunday, May 15, 2016

- 7:00 am – Breakfast is provided
- 9:00 am – Submissions Due!
- 9:35 am – Presentations (5-min presentations and judging)
- 11:00 am – Awards ceremony
- 11:25 am - Closing speaker/ACR and its designees

SPEAKERS

Ruth Carlos, MD

Dr. Ruth Carlos has made a career of her passion for patient care and clinical research. With over 100 publications, numerous invited national and international lectureships, the central theme through her research is the value of imaging. More recently, her work has focused on cancer prevention and control, evaluating the teachable moment to improve global health behaviors, the comparative effectiveness of diagnostic imaging strategies and cancer care delivery.

Pam Poppalardo

Pam Poppalardo is a Publishing Director in the Health & Medical Sciences Journals Division of Elsevier. Her portfolio includes general and internal medicine journals, respiratory medicine, and radiology. Pam finds scholarly journals offer many satisfying challenges and she enjoys identifying new opportunities that contribute to the growth and value of scientific publishing.

James V. Rawson, MD, FACR

[@Jim_Rawson_MD](#)

Dr. Rawson is the P.L., J. Luther, Ada Warren Chair and serves as the Chair of the Department of Radiology and Imaging at the Medical College of Georgia at Augusta University. He is a member of the ACR Board of Chancellors, the Harvey L. Neiman Health Policy Institute Board and the AUR Board.

Andrea Borondy Kitts

@findlungcancer

Andrea Borondy Kitts is a retired engineering executive with 32 years of experience in Aerospace. She lost her husband to lung cancer in April 2013 and is now a lung cancer advocate. She is a consultant to the Lahey Hospital & Medical Center helping provide a patient advocacy focus to lung cancer screening. She is also a volunteer for the American Lung Association, for Free to Breathe and for Hartford Hospital. Andrea has a BS in Mechanical Engineering from UVM, a MS in Management from MIT and is currently pursuing a Masters in Public Health degree at UConn.

Casey Quinlan

Casey Quinlan covered her share of medical stories as a TV news field producer, then got a breast cancer diagnosis five days before Christmas in 2007. She used her research, communication, and comedy skills to navigate treatment, and wrote "Cancer for Christmas: Making the Most of a Daunting Gift" about managing medical care, and the importance of health literate self-advocacy. In addition to her ongoing work as a journalist, she's also part of the My Ideal Patient Experience consulting group, and is a popular speaker on healthcare system transformation from the ground up.

Gary L. Kreps, PhD

@GaryLKreps

Gary L. Kreps, PhD. (University of Southern California) is a University Distinguished Professor and Director of the Center for Health and Risk Communication at George Mason University. His award-winning research program focuses on using strategic communication to effectively meet the health information and support needs of at-risk populations to enhance health outcomes.

Matt Hawkins, MD

Matt Hawkins is a board-certified radiologist and specializes in pediatric interventional radiology, including the treatment of vascular malformations, liver transplant interventions, varicocele embolization, and venous thrombolysis. Dr. Hawkins' non-clinical interests include health policy, informatics, quality improvement, and social media – and specifically target healthcare challenges where these disciplines intersect.

MENTORS

Publishing Perspective

Kathey Alexander

Kathey Alexander began advising medical and nursing societies on their publishing programs in 2001, after spending 20 years in scholarly publishing. Kathey provides a broad range of services to professional and scholarly societies and associations, including: Strategic and operational audits to analyze performance of existing publishing programs; exploring new business opportunities; managing the society-owned journal RFP process; managing Editor-in-Chief searches, and serving as liaison between societies and their publishers.

IT/Business

Bob Cook

Throughout his more than 20 year career, Bob has held several senior level positions within the Imaging IT industry. He has held the position of VP and Global General Manager of Agfa Healthcare's Informatics business, where he played a key role in developing the business growth strategy and pioneered the mainstream PACS market. As SVP of Fujifilm Medical Systems USA, Inc., he was responsible for all business functions of Fujifilm's Modality Solutions and Medical Informatics Divisions. He has since founded a company focusing on compliance solutions for Radiology, and is currently Vice President of Marketing and Strategy at National Decision Support Company. Bob is widely known for his passion for innovation and advancing Radiology Informatics.

IT/User Interface Design

Star Francis

I am a certified Project Management Professional (PMP) with 15 years of design and development experience in health care applications including imaging, EMRs and Clinical Trial management systems. My expertise is in desktop and web applications.

Business Development

Randy Horton

Randy Horton has 20 years of experience creating tremendous business value through the innovative application of information technology to a wide range of business challenges, with a heavy focus on healthcare and data solutions. From radiology informatics to survey systems, enterprise system mergers at Fortune 500 banks to pharmaceutical contracting, from education reform in the Persian Gulf to healthcare information technology reform in the United States, from federal research data collection to biotechnology manufacturing, he consistently solves complex problems through the effective combination of best practices and creative thinking and ensures project and business success.

Healthcare Technology

Sanjay Sarma

Sanjay Sarma, co-founder of Prosperata, is an executive consultant, entrepreneur and thought leader in healthcare technology. His passion lies in using advanced analytics, consumer-driven technologies and industry-wide collaboration to transform the patient experience. Sanjay has worked on some of the most cutting-edge projects in healthcare and is widely recognized for his ability to analyze complex product and market dynamics to provide valuable insights that impact patient experiences, healthcare outcomes and costs. Sanjay has previously worked for Deloitte Health Innovation, IBM Advanced Analytics, and Allscripts at Northwell Health. He holds a Master's in Public Health from the University of Illinois at Chicago and a dual Bachelor's in Chemistry and Classics from the University of Virginia.

JUDGES

Andrea Borondy Kitts

[@findlungcancer](#)

Andrea Borondy Kitts is a retired engineering executive with 32 years of experience in Aerospace. She lost her husband to lung cancer in April 2013 and is now a lung cancer advocate. She is a consultant to the Lahey Hospital & Medical Center helping provide a patient advocacy focus to lung cancer screening. She is also a volunteer for the American Lung Association, for Free to Breathe and for Hartford Hospital. Andrea has a BS in Mechanical Engineering from UVM, a MS in Management from MIT and is currently pursuing a Masters in Public Health degree at UConn.

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Andrew J. DeLaO

[@CancerGeek](#)

Andy DeLaO better known as @CancerGeek, has an extensive background in healthcare, cancer services, business development, designing healthcare experiences, and marketing. He has worked

clinically in radiation oncology and then moved into administration, operations, and VP levels of healthcare organizations. Andy has had the opportunity to tap into patient communities to develop and build two new hospitals, six new cancer centers, several renovations and expansions of oncology service lines and facilities. He has led national grants and research focusing on multi-disciplinary care and patient navigation for the National Cancer Institute and the NCCCP Programs. Currently he works in the healthcare division of a Forbes Top 10 Most Valuable Brand Companies, where he spent three years leading a national oncology team focused on having conversations with customers and collaborating to improve patient care and access. His current role as a Global Marketing Officer allows him to connect with healthcare organizations across the globe to improve access for more patients.

Matt Hawkins, MD

Matt Hawkins is a board-certified radiologist and specializes in pediatric interventional radiology, including the treatment of vascular malformations, liver transplant interventions, varicocele embolization, and venous thrombolysis. Dr. Hawkins' non-clinical interests include health policy, informatics, quality improvement, and social media – and specifically target healthcare challenges where these disciplines intersect.

Evelyn Jabri

Lead Strategist at E&A Innovation Group, LLC. She leverages her 18-years of experience in higher education, publishing, and technology to provide a range of strategic and business services to organizations and academic institutions affiliated with the medical, scientific and engineering fields.

JUDGING GUIDELINES

1. **Need:** The concept addresses the need for improved access to medical literature.
2. **Design:** The concept is feasible to build. The concept is easy to use by the consumer.
3. **Value:** The concept demonstrates a reasonable cost to build and benefits to consumers. The concept demonstrates a viable business model for implementation, either within a current business models or proposed alternative model.
4. **Innovation:** The concept demonstrates innovations that have distinct, game-changing advantages over alternatives.

FAQ

What are the prizes?

Each team will present their final ideas/prototypes to a panel of judges composed of patient/patient-advocate(s), physician(s), and a member(s) of the publishing community. The winning projects will be rewarded as follows:

First Place: \$5000

Second Place: \$2000

Third Place: \$1000

What are your licensing policies?

Each applicant or team will grant to ACR a royalty-free license to publish, disseminate and use the applicant's name, likeness and biographical information (or such information regarding each member of a Team). Please see section 10 for more details.

What's the problem?

Everyone is growing accustomed to an unlimited availability of information. In health care, patients have access to countless information resources. But often this information is not reviewed or verified by subject matter experts,

leaving the patient to assess its credibility. The most reliable research and medical information sources are often articles in peer-reviewed journals. But a large majority of the peer-reviewed literature remains inaccessible to the public, including patients.

What's the solution?

The JACR Hackathon aims to solve these problems with a tech-based solution that is simple to use. That's where you come in! We need you to team up with other innovators to design a way to improve access to these peer-reviewed resources for patients. Use your insights to model the future of collaborative health care.

What's in it for patient advocates, the IT professional, and physicians?

In addition to important contributions to the future of health care resources and innovation, we're offering \$8,000 in cash awards to the winning teams. You'll also be able to network with key leaders in imaging and publishing from all over the country, including editors from JACR, scholarly publisher Elsevier, and the American College of Radiology (ACR), which can turn your idea into reality.

What's a hackathon?

A hackathon is an event designed to bring together individuals who may not interact otherwise - such as an experienced designer, a programmer, and a radiologist - to dream up scalable solutions to pressing issues, in this case improving access to scholarly or peer-reviewed literature. .

Have an idea? Great! No idea? That's fine too! What's most important is that you bring your experience, passion, and expertise to share in your own distinctive way. This is a space where it is safe (and encouraged) to test ideas with creative abandon. Be open. Be inspired. Fail fast and pivot to something new.

Does it cost anything?

There is no cost of attending the event. We will also have food, beverages, and plenty of coffee throughout the event.

What resources/materials do I need to bring?

There is no need to bring anything other than your tablet or laptop and a charger, but if there are tools/materials you would like to have with you, please feel free to bring them.

How will I find a team? Do I need to have one organized beforehand?

You are welcome to show up as a team, but it is not necessary. Participants are encouraged to work with individuals from different backgrounds. In order to find a team you would like to work with, please pay close attention to the participant pitches on Saturday afternoon. Following participant pitches, we will have time for team formation.

What are the participant pitches like? Who can give a pitch?

Anyone! All participants are encouraged to pitch if they have an idea they would like to work on. Participant pitches will be 60 seconds long. After the pitches, we'll have a mingling session so that participants can discuss what they heard and refine their ideas and form teams.

Do I have to give a pitch?

No, but the more ideas shared, the richer the experience for everyone.

What if our team struggles with developing our idea?

That's fine! We know that turning an idea into a solution can be difficult. That is why we will have a great team of mentors on site to help you along the way. Our mentors will have diverse backgrounds between them, just like our

participants. Learn more about our mentors here: <http://jacr-hackathon.com/#mentors>

TERMS & CONDITIONS

OFFICIAL RULES:

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY PRIOR TO ENTRY. OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA AND UNITED STATES TERRITORIES, AGES 18 AND OLDER. VOID WHERE PROHIBITED BY LAW.

By entering the JACR HACKATHON: Finding Support Solutions for exchange of information between the general public and the peer-review community, you agree that your participation will be governed by, and you shall abide by, all of the following terms and conditions (the "Terms and Conditions") outlined herein below:

1. Mission:

The goal of the Competition is to challenge emerging and experienced developers/ designers/entrepreneurs/ physicians/ clinicians and students, among others to design health care related technology solutions. Competition entrants are invited to submit an idea and a prototype of an operable application that would improve/ benefit health care services in the US.

2. Eligibility:

The Competition is open only to individuals who are 18 years of age or older as of the date of entry and who are legal residents of one of the fifty (50) states of the United States or the District of Columbia or the U.S. Territories. The following are not eligible to enter or win the Competition: Employees, officers, directors and contractors of the ACR and any of its designees and/or any member of the immediate family (i.e. a spouse, parent, grandparent, child or grandchild of the entrant) or household of any of the foregoing individuals.

3. Entries by Teams:

Entries may be submitted either by individuals or by groups of individuals (each a "Team"). If an entry will be submitted by a Team, each member of the Team must satisfy the eligibility requirements set forth in Paragraph 2 above. Each Team must designate a single member of the Team who will serve as the Team's sole representative for communications and all other purposes in connection with the Competition (the "Team Leader"). All agreements, consents, representations and warranties made or given by a Team Leader herein or otherwise in connection with the Competition will be binding upon all members of the pertinent Team as if made by each such member.

4. Entry Period:

The entry period for the Competition begins at 8:00 a.m. Eastern Time (ET) on Saturday, May 14, 2016 and ends at 12:00 p.m. ET on Sunday, May 15, 2016 (the "Entry Period").

5. How to Enter:

Register Here: <http://jacr-hackathon.com>

6. Competition Guidelines:

At the competition, each individual or Team that submits a Submission (each an "Applicant") must retain a copy of the Submission. ACR and any of its designees are not responsible for, and each Applicant specifically releases ACR and any of its designees from any claims or liability relating to, any loss or damage to the Applicant's Submission.

All Submissions must comply with the following Content Restrictions:

The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity, copyright, trademark, or patent rights; The Submission must not contain footage, images or artwork not created by entrant; The Submission must not contain material that is inappropriate, indecent, obscene, hateful, defamatory, slanderous or libelous; The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination against any group or individual based on race, gender, religion, nationality, disability, sexual orientation, veteran's status or age. The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created.

By entering, each Applicant represents and warrants that (a) the Applicant's Submission and all components thereof, including all ideas, creative elements and any other materials and information contained in the Submission are wholly original with the Applicant, (b) no person or entity has collaborated with Applicant in creating the Submission, provided any material or information for inclusion in the Submission, or has any ownership rights in and to the Submission or any component thereof (note: an Applicant that is a Team warrants and represents that no person who is not a Team member collaborated with the Applicant, provided any material or information, or has any ownership rights in and to the Submission), (c) Applicant has the exclusive, unconditional right and authority to submit the Submission and to grant the rights set forth herein, and (d) the Applicant's Submission complies with these Official Rules in full. Submissions must not contain any material that ACR and its designees, in their sole discretion, deem inappropriate for public viewing and/or determine is contrary to its mission or reputation. ACR and its designees reserve the right in their individual discretion to disqualify and/or not accept any Submission that ACR and its determine does not or is likely not to comply with these guidelines, to make such changes to any Submission as are necessary to make it compliant, or to require the Applicant to do so.

7. Judging:

The judging of the Competition will proceed as follows:

A panel of judges comprised of ACR and any of its designees and industry leaders and consultants will review all Submissions to identify those that are complete and otherwise appear preliminarily to satisfy the entry requirements set forth herein. Submissions that preliminarily appear to be complete and satisfy the entry requirements will be judged based on the Judging Guidelines outlined above. These entrants will be called qualified ("Qualified Entrant"). A jury of judges comprised both of ACR and its designees and industry leaders selected by ACR and its designees will score all submissions that qualified based on the Judging Guidelines.

8. Winner Notification and Verification for the Competition:

ACR and any of its designees will notify the potential Winners on the day of the competition. In order to qualify as a Winner, each Applicant must be available in attendance at the competition and present to the Panelists at the competition (and in the event of a Team, at least one member of the Team must be so available).

9. Prizes:

(a) General Terms and Conditions: All income taxes and any other applicable taxes on each prize are the sole responsibility of the recipient. An IRS form 1099 will be issued, if required by law. Prizes consist only of items expressly specified herein. Any costs or expenses associated with the acceptance or use of any prize (including, without limitation, additional transportation, meals, gratuities and incidentals) are the responsibility of the recipient. No substitution, cash redemption or transfer of right to receive any prize will be allowed, except at sole discretion of ACR and any of its designees. ACR and any of its designees reserve the right to substitute an alternate prize.

(b) The winning projects will be rewarded as follows:

First Place: \$5000

Second Place: \$2000

Third Place: \$1000

(c) Prize Distribution: The total monetary prize amount is to be determined, awarded in the form of checks or another payment method selected by ACR and any of its designees, and must be used towards further development by the winner of the winning Submission. In the event that the Prize Winner is a Team, the Team Leader will receive and be solely responsible for the Prize on behalf of the Team unless all members of the participating team agree to distribution of funds to each individual member separately. ACR and any of its designees will have no responsibility for allocation of funds received as part of the Prize among Team members.

10. Grant of Rights:

By entering, each Applicant grants to ACR and any of its designees an irrevocable, royalty-free license to publish, disseminate and use the Applicant's name, likeness and biographical information (and in the event of a Team, the name, likeness and biographical information each member of said Team) without further notice or consideration, in perpetuity, throughout the world, in all media and formats now known or hereafter invented, in connection with the execution and promotion of the Competition.

In addition, by entering, each Applicant grants to ACR and any of its designees a nonexclusive, irrevocable, royalty-free license to reproduce, exploit, adapt, use and display worldwide, in perpetuity, throughout the world, in all media and formats now known or hereafter invented, information about the Submission and the Project and all non-proprietary components thereof, including without limitation posting information about the Submission and/or the Project on the Site (or such other ACR and any of its designees designated on-line environment), in connection with the execution and promotion of the Competition and the promotion of ACR and any of its designees and their activities, without further notice or compensation.

Each team is responsible for determining the disposition of any intellectual property developed during the course of the Hackathon. Neither ACR, nor the JACR, and any of their designees shall be responsible for mediating disputes that arise relating to intellectual property ownership.

11. Disputes:

These Terms and Conditions shall be governed by and interpreted under the laws of the Commonwealth of Virginia without regard to conflicts of laws provisions. Applicant hereby agrees that any and all disputes claims, causes of action or controversies arising out of or in connection with the Competition or these Terms and Conditions shall be resolved individually, and without resort to class action, exclusively by a state or federal court located in Fairfax County, Virginia. By entering, each Applicant irrevocably waives any right to seek and/or obtain rescission and/or equitable and/or injunctive relief.

12. Representations & Warranties:

Applicant represents and warrants that he/she: (a) has the right to make a Submission as contemplated hereunder without the need of any consent of any third party; (b) Will abide by these Terms and Conditions and all applicable laws and regulations; (c) If Applicant is a Team Leader, that Applicant has the full right and authority to make the Submission and to agree to accept and abide by these Terms and Conditions on behalf of the Team, and that each Team member will abide by these Terms and Conditions; and (d) Applicant is under no obligation or disability, created by law or otherwise, which would in any manner or to any extent prevent or restrict making a Submission or becoming a Winner.

13. Indemnity:

By submitting an entry, each Applicant (including each Team member, with respect to Applicants who are Teams) agrees to indemnify, hold harmless and defend ACR and its designees, affiliates, subsidiaries, successors and assigns, and each of their trustees, officers, employees and agents (all of the foregoing, the "ACR and its designees Parties"),

from and against the full amount of all claims, liabilities, actions, suits, proceedings, assessments, judgments, decrees, losses, fees, damages, settlement funds, and associated costs and expenses including attorney's fees arising from or in connection with the Applicant's participation, any use by ACR and any of its designees of the Applicant's Submission and/or the exercise by ACR and any of its designees of any rights granted to it herein, including without limitation claims based on rights of privacy, rights of publicity, false light, defamation, copyright, patent and/or trademark infringement relating to the Applicant's Submission. Notwithstanding anything herein to the contrary, in the event of any claim by a third party affecting or relating to the Submission, ACR and any of its designees shall have, in addition to any other rights available to it, at law or in equity, the right to immediately revoke any prize.

14. DISCLAIMER:

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT WILL ANY OF THE ACR AND ITS DESIGNEES PARTIES BE LIABLE TO APPLICANT OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF REVENUES, LOST PROFITS, LOST CAPITAL OR OVERHEAD, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WHETHER OR NOT ACR AND ITS DESIGNEES PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. Release of Claims:

By submitting an entry, each Applicant (including each Team member, with respect to Applicants who are Teams) releases each of the ACR and any of its designees from and against the full amount of all claims, liabilities, actions, suits, proceedings, assessments, judgments, decrees, losses, fees, damages, settlement funds, and associated costs and expenses including attorney's fees arising from or in connection with the Applicant's participation in this competition, any use by ACR and any of its designees of the Applicant's Submission and/or the exercise by ACR and any of its designees of any rights granted to it herein, including without limitation claims based on rights of privacy, rights of publicity, false light, defamation, copyright, patent and/or trademark infringement relating to the Applicant's Submission and claims for injury, loss or damage of any kind resulting from the Applicant's participation in this competition or acceptance or use of any prize.

16. Limitation on Exploitation of Materials:

Each Applicant acknowledges that each of the ACR and any of its designees may have engaged and continue to engage in the development, production, acquisition and dissemination of materials that may be similar or identical to the Applicant's Project or Submission. The ACR and any of its designees may use information about the Applicant's Project or Submission in whole or in part, without any payment or other obligation whatsoever to the Applicant, if the Applicant's Project or Submission (a) is not unique, novel, original, and concrete so as to be entitled to protection under applicable laws, (b) has been made public by anyone at the time of its submission to ACR and any of its designees or otherwise is in the public domain, (c) would be freely usable by a third person if it had not been accepted as a Submission, or (d) is similar or identical to, or contains significant elements encompassed in, an idea, concept or material that has been independently created by either ACR and any of its designees or any third party. Acceptance by ACR and any of its designees of a Submission is not an admission by ACR and any of its designees of the novelty or originality of the Submission.

17. General Terms:

All federal, state and local laws and regulations apply. ACR and any of its designees reserve the right at their sole discretion to disqualify any individual who violates these Terms and Conditions, tampers with the entry process and/or acts in any way that would, in any way, discredit or harm the reputation of ACR and of its designees, and/or to cancel, modify or suspend this competition should entrant fraud or misconduct or other causes beyond the control of ACR and any of its designees corrupt the administration, integrity, security or proper operation of the competition. Without limitation of the foregoing, ACR and any of its designees reserve the right to terminate, modify or suspend this

competition due to any of the following reasons: act of God; unavoidable accident; epidemic; fire; blackout; act of public enemy; war, riot or civil commotion; enactment, rule, order or act of government or governmental instrumentality or tribunal; strike, lockout or other labor dispute; inclement weather; failure of technical facilities; failure of essential production, or technical personnel to appear or be available; or other cause beyond its control. ACR and any of its designees are not responsible for lost, late, illegible, incomplete, damaged, mutilated, misdirected, misdelivered, or delayed entries, or for technical or human errors or failures of any kind in connection with the submission, transmission, processing or judging of entries, including without limitation any malfunctions or failures of computer hardware, computer software, networks or telephone equipment or any technical problems or traffic congestion on the Internet or at any website or any combination thereof. Caution: Any attempt by an entrant to deliberately damage any Web site or undermine the legitimate operation of the competition is a violation of criminal and civil laws and should such an attempt be made, ACR and any of its designees reserve the right to seek damages from any such entrant to the fullest extent of the law. ACR and any of its designees are not responsible for any typographical or other error in the printing of the offer, administration of the competition, or in the announcement of the prize.

These Terms and Conditions set forth the entire agreement and understanding between ACR and any of its designees and Applicant concerning the subject matter hereof and merges and supersedes all prior discussions, agreements and understandings of any kind between them. Notwithstanding anything contained herein to the contrary, ACR and any of its designees reserve the right, in their sole discretion, at any future time to terminate, modify or suspend the competition for any reason. All notices shall be in writing and shall be delivered to Applicant according to instructions contained herein. Applicant shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. ACR's failure to enforce any Terms of these Terms and Conditions shall not constitute a waiver of any provision contained herein. The titles of Sections of these Terms and Conditions are for convenience only and shall not be given any legal effect. The word "including" is used in these Terms and Conditions to mean "including but not limited to."