GE “HOSPITAL QUEST” Challenge

OFFICIAL RULES

1. By submitting an entry to the GE Hospital Quest Challenge, you are agreeing to be bound by the following legal terms (the “Official Rules”). The Official Rules also incorporate by reference certain additional terms specified at http://www.gequest.com/hospital (the “Website”).

2. SPONSOR: The GE Hospital Quest Challenge (the “Competition”) is sponsored by General Electric Company (“GE”), 3135 Easton Parkway, Fairfield, CT 06828. The Competition is operated by Kaggle Inc., 188 King Street, San Francisco, CA 94107.

3. COMPETITION DATES: The Competition commences at 12:00:01 a.m. Universal Time Coordinated ("UTC") on November 29, 2012 and ends at 11:59:59 p.m. UTC on February 17, 2013 (the "Competition Period").

4. GENERAL INFORMATION: Participation is subject to all federal, state and local laws and regulations. Void where prohibited or restricted by law. You are responsible for checking applicable laws and regulations in your jurisdiction before participating in the Competition to make sure that your participation is legal. You are responsible for all taxes and reporting related to any award that you may receive as part of the Competition. You are responsible for abiding by your employer's policies regarding participation in the Competition. GE disclaims any and all liability or responsibility for disputes arising between you and your employer related to this Competition.

5. ELIGIBILITY: The Competition is open to all individuals over the age of 18 at the time of entry who have not been convicted of a felony or crime of moral turpitude and to all validly formed legal entities that have not declared or been declared in bankruptcy. Officers, directors, employees and advisory board members (and their immediate families and members of the same household) of GE, Kaggle Inc. and their respective affiliates, subsidiaries, contractors, agents, judges and advertising and promotion agencies (collectively, the "Competition Entities") also are not eligible to participate in the Competition.

6. ENTRIES, TEAMS AND ENTRANTS: Entry: An “Entry” is the material submitted in the manner and format specified on the Website via the Submission form on the Website. All Entries must be uploaded to the Website in the manner and format specified on the Website. Entries must be in English, received during the Competition Period and adhere to the guidelines for Entries specified on the Website.

   Teams: Multiple individuals or entities may collaborate as a team (“Team”). You may participate individually and/or as a member of one or more Teams. Each Team member must register individually for the Competition before joining the Team. Multiple Teams from the same institution/organization are allowed, and an individual may be part of multiple teams.
Team Leader: A single Entry may be submitted on behalf of a Team, but a single individual must be designated as an official representative for each Team Entry (“Team Leader”). At the time of submitting an Entry, the Team Leader must submit a single written statement describing how prize money is to be allocated among the Team members in the event of a win. If the Team Leader fails to submit such a statement, then in the event of a Team win, GE will distribute that prize among the Team members in equal shares.

Entrant: Each registered individual or Team is referred to as an "Entrant" in these Official Rules. Each Entrant is solely responsible for all equipment, including a computer and modem, necessary to establish a connection to the World Wide Web, access to the World Wide Web and any telephone, data, hosting or other service fees associated with such access, as well as all costs incurred by or behalf of the Entrant in participating in the Competition.

GE is not responsible for (a) late, lost, stolen, damaged, garbled, incomplete, incorrect or misdirected Entries or other communications, (b) errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices, or transmission lines, or (c) data corruption, theft, destruction, unauthorized access to or alteration of Entry materials, loss or otherwise. GE is not responsible for electronic communications or emails which are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in any email account to receive email messages. GE disclaims any liability for damage to any computer system resulting from participation in, or accessing or downloading information in connection with, the Competition.

7. HOW TO ENTER: To enter, you must first create an account on the Website or at www.kaggle.com (unless you already have such an account, in which case need not create another account). After creating an account, you may register for the Competition. To register, enter your user name and password at the Website and follow the on-screen instructions to read and accept these Official Rules. You must complete all required fields and formally accept the Official Rules to be formally registered. All of the registration information that you provide is collectively referred to as your "Account." (If you have already created an Account at www.kaggle.com, enter your user name and password at the Website and follow the on-screen instructions to agree to these Official Rules and thereby register for the Competition).

After you complete the registration process, you will be able to develop and submit one or more Entries. All Entries must be received during the Competition Period. You may not sign up for, or submit Entries from, multiple Accounts.

After you register individually, you may join one or more Teams, if desired, but you may register only once. If you register for the Competition more than once and/or create more than one Account, all of your Entries will be disqualified from the Competition, in GE’s
sole discretion. GE also reserves the right to disqualify Entries from any Team of which you are a part, as determined in GE’s sole discretion.

By registering, you agree that (a) your Account is complete, correct and accurate and (b) your registration may be rejected or terminated and all Entries submitted by you and/or your Team may be disqualified if any of the information in your Account is (or GE has reasonable grounds to believe is) incomplete, incorrect or inaccurate. You are solely responsible for your Account. All registration information is deemed collected in the United States.

Entrants are urged to consult the Website regularly during the Competition Period.

BY REGISTERING FOR THE COMPETITION, YOU ACCEPT THE CONDITIONS STATED IN THESE OFFICIAL RULES, AGREE TO BE BOUND BY THE DECISIONS OF THE JUDGES AND WARRANT THAT YOU ARE ELIGIBLE TO PARTICIPATE IN THE COMPETITION IF YOU DO NOT ACCEPT ALL OF THESE OFFICIAL RULES, THEN PLEASE DO NOT REGISTER FOR THE COMPETITION. WE RECOMMEND THAT YOU PRINT A COPY OF THESE OFFICIAL RULES FOR YOUR FUTURE REFERENCE.

8. COMPETITION OBJECTIVE: The objective of the Competition is to propose operational (non-medical) solutions that can promote an improved, more efficient hospital experience for patients and their families.

9. SUBMISSION GUIDELINES AND REQUIREMENTS:

Guidelines: Select an aspect of a hospital visit and propose a solution that improves the patient and family experience. Solutions should be proposals for apps or ideas that could be implemented through apps.

Submissions should be focused on operational issues (e.g., communications inefficiencies, transparency in decision making, administrative errors), not on clinical outcomes or patient comfort (e.g., better food, cable TV).

Consider the impact of your solution on the broader system of (a) patient and family; (b) hospital departments and staff; and (c) facility work flow and integration. Draw upon your personal experiences.

Use of data and analysis in developing the solution is strongly encouraged. Well-researched submissions with citations and references will be rewarded. Avoid submissions that require technology that doesn’t yet exist (e.g., advances in diagnostics, tricorders). Preference will be given to thoughtful, clearly communicated and polished submissions.

Multiple but clearly distinct submissions per Entrant are allowed.
Requirements: Submissions can include:

- Wireframes, storyboards or screenshots demonstrating the design and/or flow of the proposed application
- Written material describing the proposed application
- Video as supplementary material (3 minutes max)
- Combinations of the above (see Resources on Website for tips)

Submissions must include:

- A title or name for your Entry;
- A text description of at least one paragraph (to be entered in the Submission form);
- If Entrant is a Team, the Account names of each Team member; and
- If Entrant is a Team, the requested prize split among the Team members in the event the Team is a winner.

10. INTELLECTUAL PROPERTY RIGHTS: GE makes no claim to ownership of your Entry or any intellectual property that it may contain. You are not granting GE any rights to any patents or pending patent applications related to the technology described in your Entry. By submitting an Entry, you grant GE certain limited rights as set forth in these Official Rules.

By submitting an Entry, each Entrant and each individual member of a Team Entrant grants to GE the right to review your Entry and to have the Judges Panel (as defined below) and its designees review your Entry. You also grant to GE the right to post a reasonable amount of information describing your Entry, as determined by GE in its sole discretion, including but limited to the Short Description field of the online submission form and any photo or video that you submit, on the Website and you agree that visitors to the Website have the right to access that information in accordance with the Terms of Use of the Website.

By submitting an Entry, you consent to the use, by GE, its affiliates, subsidiaries, parents, and licensees, of your name, likeness, and image, in connection with the Competition, in any media or format now known or hereafter invented, in any and all locations worldwide, without any payment to or further approval from you. You agree that this consent is perpetual and cannot be revoked. For uses beyond the consent that you grant above, you agree that GE’s use of your personal data will be governed by the Privacy Policy posted on the GE website.

You agree that nothing in the Official Rules grants you a right or license to use the GE name or any GE trademark or service mark. You grant to GE the right to include your company name (if your Entry is from a company) as an Entrant on the Website and in materials related to GE’s promotion of the Competition. Other than these uses, you are not granting GE any rights to your trademarks.
Nothing in this Competition requires you to negotiate or do business with GE. You are free to discuss your Entry and the ideas or technologies that it contains with other parties and you are free to contract with any third parties as long as you do not sign any agreement or undertake any obligations that conflict with any agreement that you have entered into or do enter into with GE regarding your Entry. For the purpose of clarity, you acknowledge that the intent of the Competition is to encourage people to suggest their ideas and innovations to GE. But participating in the Competition does not create an obligation on either your part or GE’s part to enter into any further business relationship or to sign any commercial agreement.

11. CONFIDENTIAL INFORMATION: Since GE does not wish to receive or hold any submitted materials “in confidence” it is agreed that, with respect to your Entry, no confidential relationship or obligation of secrecy is established between GE and you, the company you represent when submitting an Entry, or the owner of any part of your Entry. You agree that details of your Entries may be viewed by visitors to the Website. If your Entry is selected as a winner, GE may offer to sign a confidentiality agreement as part of further discussions about your Entry and the technology it describes.

12. WARRANTIES: By submitting an Entry, you represent and warrant that all information you enter on the Website is true and complete to the best of your knowledge, that you have the right and authority to submit the Entry on your own behalf or on behalf of the persons and entities that you specify within the Entry, and that your Entry:

(a) is your own original work, or is used by permission with full and proper credit given within your Entry;

(b) does not contain confidential information or trade secrets (yours or anyone else’s) and is not the subject of a registered patent or pending patent application;

(c) does not violate or infringe upon the patent rights, industrial design rights, copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity;

(d) does not contain malicious code, such as viruses, 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;

(f) does not trigger any reporting or royalty obligation to any third party; and

(g) was not previously published and has not won any other prize/award.

A breach of a warranty set out in this clause will result in the corresponding Entry being invalid. In addition, you indemnify GE against all loss, damages and costs incurred by the
GE arising from your breach of the warranty set out in this clause.

13. JUDGING: Entries will be evaluated by a panel of judges from GE, Ochsner Health System and Kaggle (the “Judges Panel”).

The Judges Panel will evaluate the Entries to determine the winners. The Entries will be judged according to the following criteria (the “Judging Criteria”) in addition to compliance with the Submission guidelines: (a) overall submission quality and completeness; (b) potential impact on the patient and family hospital experience; and (c) ease of adoption and implementation of the application. The Judging Criteria also will be displayed on the Website.

The Milestone prizes and the Lean Startup Conference prize are subject to the following additional evaluation criteria.

**Milestone 1:** Focus will be on problem identification and solution description. Submissions featuring clear descriptions of the problem being addressed and a solid approach for solving it will be favored.

**Milestone 2:** Focus will be on visualization communication of the problem and proposed solution. Submissions featuring screenshots, storyboards, and prototypes under development will be favored.

**LSU Prize:** The Lean Startup Conference (leanstartup.co) prize will be awarded to the best-judged submission by a Team including a member registered with LSU.

Milestone and LSU prize winners remain eligible for the Grand Prizes. All decisions of GE and the Judging Panel will be final and binding on all matters relating to this Competition.

14. AWARDS: **Milestone Prizes:** Two Milestone Prizes of five thousand dollars ($5000.) each will be awarded during the Competition. Each Milestone Prize will be awarded by GE according to the Judging Criteria and compliance with the Official Rules as judged by the Judges Panel.

To be considered for the first Milestone prize (“Milestone 1 Prize”), Entries must be submitted by the cutoff date of Friday December 21, 2012. The Milestone 1 Prize winner will be notified on or about December 28, 2012, subject to confirmation eligibility.

To be considered for the second Milestone Prize (Milestone 2 Prize”), Entries must be submitted by the cutoff date of January 21, 2013. The Milestone 2 Prize winner will be notified on or about January 28, 2013, subject to confirmation eligibility.

**Grand Prizes:** The Grand Prizes will be awarded in the following amounts:
• First Place: $30,000
• Second Place: $20,000
• Third Place: $10,000
• Fourth Place: $7,000
• Fifth Place: $6,000
• Sixth Place: $5,000
• Seventh Place: $5,000
• Eighth Place: $5,000

The Competition will also award a “LSU Prize”. This prize will be awarded to the best-judged submission by a Team including a member registered with the Lean Startup Conference scheduled to take place on December 3 and 4, 2012. (Further conference details are available at www.leanstartup.co). To be eligible for the LSU prize, you must be a registered LSU member and confirm your eligibility by sending an email to lsu.gequest@kaggle.com prior to the end of the Competition Period.

• LSU prize: $2,000.

The potential Grand Prize winners will be notified by GE on or about March 1, 2013. After verification of eligibility, each prize winner will receive the prize in the form of a check made out to the prize winner. Awards will be distributed to the individual Entrant for a winning Entry, or if winning Entry was submitted by a Team, then the award will be distributed as set forth in the written statement submitted by the Team Leader in the Entry. If no such statement was submitted, then GE will distribute the prize among the Team members in equal shares.

As a condition of receipt of the prize, prize winner (and if winner is a Team, each individual Entrant on the winning Team) will also be required to complete, sign and return a Declaration of Eligibility and Non-Exclusive License Release. If a winning Entrant or team member is a U.S. citizen, potential winner must also sign and return an IRS W-9 form within the stated time in order to claim the prize. Potential winners will be disqualified and the prize may be awarded to an alternate winner if (a) the required documentation is not returned within thirty (30) days after receipt of any request to provide documentation, (b) prize notification letter/email or prize is returned as undeliverable; or (c) potential winner or winning Team member is disqualified for any reason.

Allow 30 days from confirmation for prize delivery. Any winners who are U.S. citizens will receive an IRS 1099 form in the amount of their prize at the appropriate time. By accepting any prize, each winner agrees to use of his/her name, address, likeness and/or prize information by the Competition Entities for promotional purposes in any medium without additional compensation, to the extent permitted by law.
This is a contest of skill. Whether or not your Entry is selected as a winner depends on how your Entry compares to the other Entries submitted in the Competition when evaluated based on the Judging Criteria.

No substitution or transfer of prizes is permitted. All taxes, fees and expenses associated with receipt and use of a prize are the sole responsibility of the prize winners.

15. DEBRIEF. By accepting a prize, each prize winner agrees to participate in a debrief session with GE at GE’s request, via video or teleconference communication, as set forth in the following sentence. The prize winner agrees to debrief for up to one hour and to be reasonably available at the prize winner’s standard consulting rate (not to exceed $300/hour) for additional debrief work. If the prize winner is a Team, the Team may nominate one or more members of the Team to perform the debriefing.

16. LICENSE. By accepting a prize, winners each (a) grant to GE and its designees a worldwide, non-exclusive, sub-licensable, transferable, fully paid-up, royalty-free, perpetual, irrevocable right to use, reproduce, distribute, create derivative works from, publicly perform, publicly display, digitally perform, make, have made, sell, offer for sale and import the winning Entries and to develop or have developed the applications described therein, in any media now known or hereafter developed, for any purpose whatsoever, commercial or otherwise, without further approval by or payment to Entrant (the "License") and (b) represent that winners have the unrestricted right to grant the License.

If desired, GE and winner may negotiate in good faith a further business relationship that is mutually acceptable but neither GE nor winner is under any obligation to do so.

17. LIMITATION OF LIABILITY: By participating in the Competition, each Entrant agrees to release, indemnify and hold harmless GE, Kaggle Inc., each of the Judges, and their respective affiliates, subsidiaries, advertising and promotions agencies, as applicable, and each of their respective agents, representatives, officers, directors, shareholders, and employees from and against any injuries, losses, damages, claims, actions and any liability of any kind resulting from or arising out of your participation in or association with the Competition. GE is not responsible for any miscommunications such as technical failures related to computer, telephone, cable, and unavailable network or server connections, related technical failures, or other failures related to hardware, software or virus, or incomplete, late or misdirected Entries. GE reserves the right to cancel, modify or suspend the Competition should any computer virus, bugs or other technical difficulty or other causes beyond the control of the GE corrupt the administration, security or proper play of the Competition, and to select winners from among Entries not affected by the corruption, if any, in its sole discretion.

GE shall have no liability or responsibility for use by any other individual or entity of any aspect of your Entry.
18. NO OBLIGATION: You acknowledge that multiple participants may submit Entries that contain concepts or technologies similar to your Entry and that GE, its subsidiaries and business partners may already be investigating or developing technical solutions or business activities that are related or similar to those that you disclose in your Entry. You acknowledge and agree that GE’s action with respect to another Entry, even if similar to your Entry, shall not create in GE any liability to you or others. Further, GE is not and shall not be restricted in any way from pursuing, developing, or commercializing, in any way that GE sees fit, independent of you and at GE’s sole discretion, any technology that is created independent of your Entry. For the avoidance of doubt, you acknowledge that GE is not obligated to take any action whatsoever with regard to your Entry.

19. SEVERABILITY: The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision was not contained herein.

20. WAIVER: By entering the Competition, you waive all rights to seek injunctive or equitable relief, or to claim punitive, incidental or consequential damages, or attorneys’ fees.

21. LAW: You agree that these terms and the relationship between you and GE shall be governed by the laws of the United States and the State of New York.