



## AMT'S FUTURE INNOVATORS SCHOLARSHIP CONTEST RULES

**Applied Medical Technology, Inc.**

<https://www.appliedmedical.net/resource/future-innovators-scholarship-contest/>

**NO PURCHASE NECESSARY. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.**

**Sponsor.** AMT'S FUTURE INNOVATORS SCHOLARSHIP CONTEST (the "Contest") is sponsored by **Applied Medical Technology, Inc.** (the "Sponsor"), located at 8006 Katherine Boulevard, Brecksville, Ohio 44141. The Contest will function in accordance with the rules stated herein (the "Rules"). For questions regarding the Contest or these Rules, the Sponsor may be contacted at: (i) the above stated address, (ii) 440-717-4000 (Marketing Department), or (iii) [Marketing@AppliedMedical.net](mailto:Marketing@AppliedMedical.net). An Entry (as defined below) by any participant to this Contest, whether eligible or ineligible, constitutes that individual's full acceptance, acknowledgement, and understanding of the Contest and these Rules.

**Official Rules.** The Contest will run in compliance with the following:

**Eligibility to Participate:** In order for an individual to be eligible to participate in the Contest ("Eligible Participant"), they must at least meet these minimum qualifications (the "Qualifications"):

1. Eighteen (18) years of age.
2. A student:
  - a. classified as a senior in high school or attending an accredited college or university (the high school, college, or university must be physically located in one of the fifty (50) U.S. States); and
  - b. that holds a cumulative GPA of 3.0 or greater.

The Eligible Participant will be required to submit reasonable proof of age and an unofficial transcript for the purpose of confirming the above criteria. For clarification, an individual that: (i) does not meet the Qualifications or (ii) is an Eligible Participant, but is otherwise deemed ineligible pursuant to these Rules, shall be considered ineligible to participate (each an "Ineligible Participant").

**Essay Submission/Method of Entry:** The Contest will involve an Eligible Participant's submission of an essay (each an "Entry" or collectively the "Entries") in line with the following conditions:

1. Limit of one (1) Entry per Eligible Participant.
2. The Entry will be submitted to [Marketing@AppliedMedical.net](mailto:Marketing@AppliedMedical.net) and **MUST** include the following:
  - a. The Eligible Participant's name, email address, and phone number.
  - b. One (1) electronic copy of the Eligible Participant's unofficial transcript.
    - i. If the Eligible Participant is a senior in high school, in addition to the transcript, the acceptance letter to the college/university they will attend.
  - c. A personal statement of 250-700 words which will allow the judging committee a chance to briefly learn about the Eligible Participant.
    - i. The personal statement may include some or all of the following: personal history, goals, interests, strengths, challenges the Eligible Participant has overcome, career field of interest, career goals, and why continuing education is so important to the Eligible Participant.
  - d. Essay submission.
    - i. The essay submission shall be a 400 – 600 word essay that answers the following prompt:

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**Describe a time when you demonstrated innovative thinking to solve a problem or create a new opportunity. How did your creativity and resourcefulness lead to a positive outcome? Explain how this experience has influenced your future goals and how this scholarship will support your journey toward driving innovation in your chosen field.**

There is no fee to submit an Entry. The Entry may ONLY be submitted during the Contest Term defined below. Due to the large amounts of Entries, only the winning Entry will be contacted following the conclusion of the Contest Term. Eligible Participants should ensure the email provided in the Entry is active and regularly checked. All important information will be communicated to that email.

An Entry made, but not received or accepted, is void. This may include, but is not limited to, an Entry that is: (i) lost, (ii) late, (iii) incomplete, (iv) damaged, (v) impossible to process, (vi) stuck in submission due to technical failures, or (vii) fraudulent.

**User-Generated Content:** An Entry in this Contest is considered to be user-generated content (“UGC”). An Eligible Participant will become an Ineligible Participant if their Entry:

1. Contains third-party content.
2. Contains illegal, offensive, or otherwise inappropriate content.
3. Was not created by the Eligible Participant (It may not be created by any other person, nor any artificial intelligence platform, also known as “AI”).
4. Was previously published or otherwise made public elsewhere.
5. Contains personally identifiable information (except for the Eligible Participant’s personally identifiable information) or other sensitive/confidential information.
6. Violates any other reasonable restriction by the Sponsor.

For clarification, Sponsor may strike any Entry for any reason, solely at Sponsor’s discretion.

**Contest Term:** The Contest will run from **12:01AM EST on April 7th, 2025 through 11:59PM on June 30th 2025**. In order for an Eligible Participant’s Entry to maintain eligibility, it must be submitted during this time frame. **NO LATE SUBMISSION(S) WILL BE ACCEPTED.**

**Sponsor’s Employees:** For the avoidance of any doubt, any employee, agent, or representative of Sponsor, or individual living in the same residence as these individuals, that is involved in the administration of this Contest or providing of the Prize, is an Ineligible Participant, regardless of whether they meet the Qualifications.

**Winner Selection:** For clarification, each Eligible Participant is considered to be a “potential winner”, meaning that there is no guarantee that an Entry will be selected as the winner. The winner will be selected in accordance with the following:

The percentage of potential winners is based on the number of Entries that are submitted to the Contest. However, the percentage of potential winners is not the deciding factor as to the winning Eligible Participant. The winning Eligible Participant will be selected based on their total score achieved, of which such score will be calculated using an objective scoring rubric developed and implemented by Sponsor’s marketing team.

An Entry will be evaluated against the scoring rubric by a panel of judges employed at Sponsor in the marketing and leadership departments. The rubric will evaluate each Entry on criteria such as the Entry including a personal statement, involving innovation & creativity, demonstrating clarity & organization, maintaining relevance to the prompt, illustrating personal growth & resilience, and having correct grammar and mechanics.

1. The winning Eligible Participant will be selected on July 14<sup>th</sup>, 2025.

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2. The Sponsor will issue the Prize by August 25<sup>th</sup>, 2025 (pending communications with the appropriate college/university).
3. The winning Eligible Participant will be notified via email. Upon the date that Sponsor notifies the winning Eligible Participant that they have won, the Eligible Participant shall have fourteen (14) days to acknowledge this notification from Sponsor and commence coordination of the Prize being issued. If the winning Eligible Participant fails to acknowledge Sponsor and/or commence coordination of the Prize being issued within that period of time, the Eligible Participant will be deemed an Ineligible Participant and another Eligible Participant will be selected.
4. As discussed in the **Prize** section below, the Prize will be mailed directly to the college or university of the winning Eligible Participant. Sponsor will coordinate with Eligible Participant on the completion of any necessary and required paperwork for issuing the Prize.

The Sponsor is not responsible for any kind of printing, technical, or other similar error in the winner selection process, and the Sponsor has the right to cancel all or part of the Contest and/or to declare a potential winner an Ineligible Participant in such a situation. The Sponsor has the exclusive power to interpret the Rules, and the Sponsor's decision(s) regarding any and all matters related to the Contest, are final and binding.

**Prize:** Each Eligible Participant that submits an Entry to Sponsor that complies with these Rules, will be considered by the Sponsor as a potential winner of the prize. The prize for the Contest, which will be awarded to one (1) selected winner, will be a one-time **four-thousand-dollar (\$4,000.00) scholarship** payable to the selected winner in the form of a check sent directly to the College or University that the Eligible Participant attends or will attend (the "Prize"). The winning Eligible Participant is responsible for facilitating and communicating with their college or university on what is necessary for Sponsor to properly issue the Prize. To further clarify, the Prize must be used towards the selected winner's education (tuition, room and board, books, etc.). If applicable, the selected winner is solely responsible for making payment on any related tax to the Prize. The Prize may not be transferred, assigned, or substituted, and is provided "as is".

For the avoidance of any doubt, if it is deemed impossible, by Sponsor, for Sponsor to make payment of the Prize for the winning Eligible Participant, that Eligible Participant will be deemed to be an Ineligible Participant and a new winning Eligible Participant will be selected.

**Non-Discrimination.** During the Contest, Sponsor shall not discriminate against any individual in compliance with applicable laws, regulations, and guidelines, on the basis of any lawfully protected class, including, but not limited to, sex, gender, race, national origin, family status, or age.

**Choice of Law; Dispute Resolution.** Any and all disputes as to the legality, interpretation, application, performance of these Rules and Contest, or otherwise, shall be governed by the State of Ohio, without regard to conflict of laws provisions. Any dispute, controversy, or claim arising out of or relating to these Rules (each a "Dispute") shall be resolved pursuant to this Section of the Rules, which shall be the exclusive mechanism for resolving any Dispute that may arise from time to time. Each step for Dispute resolution as provided herein shall be an express condition precedent to the next step, all the way up to final and binding arbitration of the Dispute. (1) Notice of a dispute shall be provided to Sponsor, to the attention of Sponsor's legal department, at the address listed at the very beginning of these Rules. Sponsor's executives will work with the individual submitting the Dispute in good faith to attempt to resolve the dispute in various negotiation sessions. (2) If a Dispute is not resolved within thirty (30) days of the original Dispute notice to Sponsor, whether negotiations take place or not, either the individual submitting the original Dispute or Sponsor may request mediation. (3) Upon request for mediation, the Sponsor will then submit the Dispute to a mediation service, at Sponsor's election, of which such submission shall include a written request for mediation, setting forth the subject of the dispute and the relief requested by each side. Both the original individual submitting the Dispute and Sponsor will cooperate, using commercially reasonable efforts, with one another and the mediation service. Each side will be responsible for their own costs of mediation. Both the original individual submitting the Dispute and Sponsor agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by each side, their agents, employees, experts, and attorneys, and by the mediator and any employees of the mediation service, are confidential, privilege, and inadmissible for any purpose, including

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impeachment, in any litigation, arbitration, or other proceeding involving each side, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. (4) If the original individual submitting the dispute to Sponsor and Sponsor cannot resolve any Dispute after mediation, within one-hundred and twenty (120) days after the submission of the Dispute to mediation, either side may commence binding arbitration in accordance with the provisions of the laws of the State of Ohio. Any court with the proper arbitration jurisdiction located in Cuyahoga County, Ohio shall have the exclusive jurisdiction as to any arbitration arising from a Dispute. The final decision rendered by the arbitrator in any arbitration proceeding of a Dispute shall be binding to both parties and be the extent as to which the original individual submitting the Dispute or Sponsor may go to seek remedy under a Dispute.

**Privacy.** Any Entry submitted during the Contest under these Rules by an Eligible Participant becomes the property of Sponsor. However, Sponsor will not engage in the sale, distribution, or sharing of private applicant information with outside parties. By submitting an Entry, each Eligible Participant agrees to allow Sponsor to use their name and image for media and marketing purposes, including social media posts, announcements on the Sponsor's website, and any other marketing materials.

**Grant of License.** By submission of an Entry to the Contest, each Eligible Participant grants to Sponsor, their affiliates, successors, assigns, contractors, employees, officers, directors, and agents (the "Licensees") a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable right to exercise the copyright, publicity, database rights and/or any other rights Eligible Participant has in the Entry, in any media now known or hereafter devised (including without limitation, the internet), without any compensation. Further, by entering the Contest, Eligible Participant grants Licensees the additional license to modify, adapt, translate, create derivative works from, and distribute the Entry (with the understanding that Licensees are under no obligation to do so), or incorporate the Entry into any form, medium, or technology, including the right, at each Licensee's sole discretion, to publish the Entry and to use the Entry for advertising, marketing and promotional purposes. Licensees shall not be required to designate each Eligible Participant as the creator or author of an Entry that is distributed or otherwise exploited by Licensees, or include any references to the Eligible Participant on, or in connection with, any Entry that is distributed or otherwise exploited by Licensees.

**Representations and Warranties.** Each Eligible Participant represents and warrants that: (i) the Entry complies with the Rules; (ii) the Entry is original (in compliance with "User-Generated Content") and has not previously won any award or Contest; (iii) the Entry does not and will not infringe any third party's intellectual property right, including, but not limited to, copyright, patent, or trademark; (iv) the Entry is not the subject of any actual or threatened litigation or claim; (v) the Entry is appropriate and not obscene, offensive, libelous, pornographic, threatening, abusive, illegal, or otherwise objectionable; (vi) the Entry does not contain illegal content, encourage a criminal offense or otherwise give rise to liability; (vii) the Eligible Participant meets the Qualifications; and (viii) the Eligible Participant is not an employee, agent, or representative of the Sponsor, or an individual living in the same residence of these individuals, participating in the administration of this Contest or the providing of the Prize. Each Eligible Participant acknowledges that no part of this Contest or Rules shall constitute an employment, joint venture, or partnership relationship between the Eligible Participant and Sponsor. In no way is each Eligible Participant to be construed as the agent or to be acting as the agent of Sponsor in any respect.

**Release of Liability & Indemnification.** ANY ELIGIBLE PARTICIPANT, INELIGIBLE PARTICIPANT, SELECTED WINNER OR PARTICIPANT OF ANY KIND, WHETHER SUBMITTING A VALID ENTRY OR NOT, HEREBY AGREES TO RELEASE, INDEMNIFY AND HOLD HARMLESS SPONSOR AND THEIR AFFILIATES, SUCCESSORS, ASSIGNS, CONTRACTORS, EMPLOYEES, OFFICERS, DIRECTORS, AND AGENTS (COLLECTIVELY THE "RELEASEES") AGAINST ANY AND ALL ALLEGED OR ACTUAL CLAIM, ACTION, LIABILITY, INJURY, LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ANY SPECIFIC ACT, OMISSION, ERROR, VIOLATION OF LAW, BREACH OF THESE RULES AND PERSONAL INJURY OR DEATH, ARISING OUT OF OR RELATED TO THE CONTEST, OR FROM THE ACCEPTANCE, POSSESSION, OR USE OR MISUSE OF ANY PRIZE OR RELATED ACTIVITY. THIS LIMITATION OF LIABILITY IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING (WITHOUT LIMITATION) COMPENSATORY, DIRECT, INDIRECT, PUNATIVE, OR CONSEQUENTIAL DAMAGES; LOSS OF DATA, INCOME, OR PROFIT; LOSS OF DAMAGE TO PROPERTY; AND CLAIMS OF THIRD PARTIES. ELIGIBLE PARTICIPANTS AGREE THAT SPONSOR HAS NOT MADE NOR IS IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, STATUTORY, EXPRESS OR IMPLIED (INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR

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PURPOSE), IN FACT OR IN LAW, RELATIVE TO THE CONTEST OR ANY PRIZE AWARDED HEREUNDER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SPONSOR DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO SPONSOR'S WEBSITE AND SPONSOR SHALL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS RELATED THERETO. THESE RULES GIVE THE ELIGIBLE PARTICIPANT SPECIFIC LEGAL RIGHTS. THE PROVISIONS REGARDING IMPLIED WARRANTIES ARE VOID IN SOME JURISDICTIONS WHERE IMPLIED WARRANTIES ARE PRESCRIBED BY LAW.

Neither Sponsor, nor its Releasees, are responsible for a lost, late, illegible, damaged or stolen Entry, or problems related thereto of any kind, whether mechanical, human, or electronic. Releasees are not responsible for technical, hardware, or software malfunctions, telephone failures of any kind, lost or unavailable network connections, inability to access a website or submit an Entry, vote, fraud, incomplete, garbled, or delayed computer transmission or inaccurate transcription of entry information, whether caused by the Releasees, Eligible Participants, or by any of the equipment or programming associated with or used in this Contest, or by any technical or human error which may occur in the processing of submissions which may damage a user's system or limit an Eligible Participant's ability to participate in the Contest. Sponsor reserves the right, in its sole discretion, to cancel or suspend part or all of this Contest at any time without notice, if virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness, or integrity and proper play of the Contest. In such event, Sponsor may, at its sole discretion, void any Entry it suspects to be at issue and award the Prize from among all Eligible Participants up to the date of cancellation.

ANY ATTEMPT BY AN ELIGIBLE PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY ONLINE SERVICE RELATED TO THIS CONTEST OR RULES, OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW AND/OR CRIMINAL PROSECUTION.

THE CONTEST IS VOID WHERE PROHIBITED BY LAW.

**Waiver.** Sponsor's failure to enforce any term of these Rules shall not constitute a waiver of that or any other provision. Sponsor reserves the right to disqualify any Eligible Participant who violates the Rules or interferes with this Contest in any manner. If an Eligible Participant is disqualified, Sponsor reserves the right to deem them an Ineligible Participant for this Contest and prohibit their participation in any potential future contest.

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