

CONTEST IS VALID ONLY IN THE UNITED STATES (EXCLUDING PUERTO RICO) AND CANADA (EXCLUDING QUEBEC).

DESCRIPTION OF THE CONTEST

The *MD+DI* MedTech Startup Showdown Contest (the “Contest”) is open to companies that submit the Contest entry form at the link, below. Eligible entrants (each an “Entrant” and together the “Entrants”) will be selected by UBM Canon LLC, the sponsor of the Contest, with offices at 2 Penn Plaza, 15th Floor, New York, NY 10121 (“UBM” or “Sponsor”). The Contest is governed by these Official Rules, as well as by the laws of the State of New York and applicable United States federal law, without regard to any conflicts of laws principles. The Contest is void where prohibited or restricted by law.

HOW TO ENTER

Enter by completing the Contest form which can be found at:

<https://www.surveymonkey.com/r/WHZNLQR>

Contest Forms must be received by March 22, 2019.

ELIGIBILITY

This Contest is open to eligible companies all of which must be companies incorporated in the the 50 United States (excluding Puerto Rico), the District of Columbia or Canada (excluding Quebec). Void where prohibited by law. All winners will be required to execute an affidavit swearing to compliance with these eligibility requirements. Employees of UBM, its parent, subsidiaries, affiliates, agencies and assigns, and their immediate family members (spouse and parents, children and siblings, and their spouses) as well as individuals living in the same household of each are not eligible to participate. The Contest is subject to all applicable federal, state, and provincial laws and regulations.

CONTEST REQUIREMENTS/RULES, SELECTION OF WINNERS, AWARDING OF PRIZES & NOTIFICATION

Between eight (8) and sixteen (16) eligible Entrants will be selected by UBM, in its discretion, based on their answers provided in the entry form for participation in the Contest. Eligible companies will be entered into a Contest bracket and paired against other eligible companies, at *MD+DI*'s discretion. Readers of UBM's publications will be invited to vote on which company they believe to be more successful based on the answers provided by the entrants in the entry form, including a description of the medical device entrant is developing, how they differ from the competition, whether they have customers, how much money they have raised, who their investors are, next company milestones, and an image of the company's product/device. The favored company of each round of the Contest will move on to the next round until one, final winner is selected (the “Winner”). In the event of a tie in any or all rounds, *MD+DI*'s editors will vote to determine the winner. The Winner will be awarded a profile on its company on *MD+DI*'s Web site (the “Prize”). The nature and length of the feature will be determined by UBM, in its sole discretion. The Winner will be notified on or about April 22, 2019.

DISQUALIFICATION

Sponsor reserves the right, in its sole discretion, to disqualify any Team that Sponsor determines:

(1) has tampered with the entry process or the operation of the Contest; (2) has acted in an unsportsmanlike or disruptive manner or with the intent to annoy or harass Sponsor or any other person or entity; (3) has not satisfied all of the requirements for entry in the Contest; or (4) to be otherwise ineligible under, or otherwise in violation of, these Official Rules. Any attempt by an entrant to commit any of the above acts of misconduct may be a violation of civil or criminal law and Sponsor reserve the right to seek damages from such entrant to the fullest extent permitted by law.

LIABILITY/TERMS AND CONDITIONS

By entering the Contest you agree to participate at your own risk. By entering, each Entrant, on behalf of itself and its employees, releases and holds harmless Sponsor, any manufacturer or supplier of any prize, any other persons or entities involved in the Contest, each of its and their respective parents, subsidiaries, and affiliates, and each of its and their respective officers, directors, employees, and agents, from any responsibility or liability whatsoever arising out of or resulting from: (1) entry or participation in the Contest; (2) the acceptance, possession, or use of any prize; (3) any violation by such entrant of these Official Rules or applicable laws; (4) any incorrect or inaccurate entry of information including, but not limited to as a result of technical malfunctions, human error, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software or any combination thereof; (5) entry materials that have been tampered with, or entries that are illegible, late, lost, damaged, postage due or misdirected; (6) any injury or damage to participants or any other person or property to or resulting from participation or downloading any material in connection with the Contest; and (7) any conditions arising from events beyond Sponsor's reasonable control. By entering the Contest you acknowledge that you have the right to enter your photograph in the Contest (including, but not limited to, ownership of the photograph and the express permission of any individuals included in your photograph) and you assume all liability arising from your actions. Each Entrant represents and warrants that Sponsor will have (i) a perpetual, worldwide, irrevocable license to publish such Entrant's answers and materials submitted in its entry form, including the image of its product or device and (ii) the right to edit any of the foregoing in any such publication. Each Entrant shall indemnify Sponsor and hold it harmless against all claims, causes of action, judgments, damages, fines or expenses (including reasonable attorneys' fees) arising from a third party claim that Sponsor's publication or use of such Entrant's answers and materials submitted in its entry form infringes upon or otherwise violates such third party's copyright, trademark, patent or other intellectual property rights.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER SPONSOR NOR ANY OF THE AFOREMENTIONED PARTIES SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE CONTEST, HOWSOEVER CAUSED, WHETHER ARISING IN STATUTE, TORT, CONTRACT, OR OTHER LEGAL THEORY, AND REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ALL SUCH DAMAGES ARE HEREBY DISCLAIMED AND EXCLUDED.

PUBLICITY

By entering, each entrant grants to Sponsor the right to use and publish such entrant's company name, state of incorporation, company information, and any other information in any winning entry both online and in print, in connection with the Contest, without additional compensation, except to the extent prohibited by law. In addition, by entering, each entrant consents to the use of its company information for advertising and/or promotional and/or marketing purposes without additional compensation. Sponsor reserve the right to use any information provided by entrants in connection with the Contest in any manner permitted by these Official Rules.

TERMINATION

Sponsor reserve the right, in their sole discretion, to cancel, terminate, modify, or suspend the Contest at any time for any reason, including but not limited to any reason that affects the administration, security, fairness, integrity, or proper conduct of the Contest. Such reasons included but are not limited to fraud, tampering, unauthorized access, infections by computer virus, bugs, technical failures, or any other causes beyond the control of Sponsor. In the event that Sponsor terminates the Contest before all Prizes are awarded, Sponsor shall award all Prizes earned up to the effective date and time of termination and no other Prizes will be awarded.

NO ENDORSEMENT

Nothing contained in these Official Rules or in any of the Contest materials should be construed as an endorsement by Sponsor of any prize manufacturers or suppliers or other third party, product, or service.

WINNERS LIST

For details on the winning Team, send an email to daphne.allen@ubm.com after April 26, 2019. Requests must be received by April 30, 2019. Questions regarding the Contest may be directed to Daphne Allen at daphne.allen@ubm.com.