

Invented in Utah 2010 - Inventor Challenge

Invented in Utah is a non-profit organization whose primary goal is to promote and recognize creative innovation in the state of Utah by providing opportunities for education and connecting inventors with the resources they need to bring their ideas to fruition. As part of this, Invented in Utah holds two events annually: the Inventor Symposium and the Inventor Challenge. Both of these events are designed to empower inventors with the information and contacts for local business that can help them move forward.

Official Terms and Conditions

Entrant Eligibility	<p>Entry in the <i>Invented in Utah</i> event is open to all individuals and/or teams who reside in the State of Utah at the time of submission. Entrants under the age of 18 require permission of a parent or legal guardian. Eligible entries must follow the submission process completely and be received by the submission deadline as given in the <i>Challenge Format: Schedule</i> section below.</p> <p>If advanced for review by the judging panels, Entrants must be available to present their invention on the dates in the <i>Challenge Format: Schedule</i> section below. Advancing Entrants will be notified on the <i>Invented in Utah</i> website and by email. Once an entry is submitted it is the sole responsibility of Entrant to make sure their contact info is up to date. <i>Invented in Utah</i> is not responsible for any failure to contact Entrant if their respective contact information is not current. To update contact information, please contact <i>Invented in Utah</i> by email at: information@inventedinutah.com</p>
Invention Requirements	<p>A submission must be a new, useful, and original creation of an invention/idea/product/design, which can be feasibly developed, manufactured and distributed within a reasonable amount of time and resources as determined by <i>Invented in Utah</i>. Submissions can be at any stage of development from 'just an idea' to a working prototype. Submissions that violate trade secrets or intellectual property rights will be disqualified. All submissions from a particular Entrant must be unique as solely determined by <i>Invented In Utah</i>. Any submission that, in the sole opinion of <i>Invented In Utah</i> is considered inappropriate or not suitable for publication will be ineligible.</p>
Submission Process	<p>Submissions may be made using the online entry form at:</p> <p style="text-align: center;">www.inventedinutah.com/submit/ .</p> <p>Up to 5 additional pages of supporting documentation that communicates the essence of your invention may also be uploaded.</p> <p>Up to 5 submissions are allowed with each entry fee, but each must be submitted individually and separately.</p> <p>Submissions must be received and recorded by <i>Invented in Utah</i> by the submission deadline as given in the <i>Challenge Format: Schedule</i> section below.</p> <p>Alternately, entries may be submitted by</p> <p style="text-align: center;"><i>Mail or In Person:</i> <i>Invented in Utah</i> 110 South 300 West Provo, UT 84601 <i>Email:</i> submission@inventedinutah.com <i>Fax:</i> 1-801-373-1097</p>
Submission Fee	<p>A \$20 submission fee is required by all inventors / groups to cover processing and event costs. The \$20 fee is to be paid at the time the application is submitted.</p>
Challenge Format	<p>Entrants are selected for advancement to each round and final winners are chosen according to the following process:</p>
Judging Rounds	<p><i>Initial Screening:</i> All entries are reviewed by the <i>Invented in Utah</i> Inventor Challenge committee. The most promising are selected of the Inventor Challenge committee to</p>

be advanced to the first level judging panel.

Semi-Finalist Selections: Entries advanced to the judging panel will make their presentation in person to the panel of judges. Judges will review the entry and select those that will be considered Semi-finalists.

Finalist Selections: Semi-Finalists will make their presentation in person to the panel of judges. Judges will review the entry and select 5 that will be considered Finalists.

Winner Selection: The 5 finalists will be invited to present at the Utah Valley Entrepreneurs Forum (UVEF) monthly luncheon, where UVEF members will electronically vote to determine final placement.

All Entrants invited to make their presentation do so at their own cost.

Schedule The challenge will be implemented according to the following schedule:

<i>Submission Deadline:</i>	7 September 2010
<i>Later entry Deadline:</i>	10 September 2010
<i>Initial Screening Announced:</i>	13 September 2010
<i>Semifinalist Selection:</i>	25 September 2010
<i>Finalist Selection:</i>	2 October 2010
<i>Award Winners Selection:</i>	14 October 2010

Judging Criteria It is up the Entrant to convince judges that the entry should be advanced based on the following criteria:

- **Useful** –The size of the market for which the idea fills a want/need
- **Marketable** – The degree of response from the target market
- **Manufacturable** – The invention could be manufactured in the next 18 – 24 months
- **Unique and Innovative** – The application is unique and currently not on the market
- **Emotive** – The invention stimulates a emotional connection with the judges

Judges The judging panels are selected from within the professional and academic community. They are typically members of the community that are interested in helping and promoting entrepreneurship.

Awards The *Invented in Utah* event will award in-kind product development and business development services to the top 3 finishers. The awards

Each finisher will receive a certificate of their award within 2 weeks of the final event with instructions on how to redeem their in-kind service awards. In an effort to align each finisher with the services best suited to their needs, *Invented in Utah* will, at its sole discretion, allocate services to the finishers in the amounts prescribed above. All decisions are final and not subject to challenge or appeal. *Invented in Utah* shall accept no liability with regard to any disagreements relating to the procedure for allocating awards. If winner cannot accept awards as stated, award will be forfeited in its entirety and awarded to an alternate winner as determined by *Invented in Utah*. Awards cannot be transferred, substituted, or redeemed for cash, but *Invented in Utah* reserves the right to substitute award, or a portion of award with an award, or portion of award of equal or greater value if such award or portion becomes unavailable.

Liability Limitations

By submitting an entry, Entrant warrants and represents that the entry, and the submission thereof to *Invented In Utah*:

1. Does not violate any law, regulation or right of any third party, including but not limited to patent, copyright, trademark, or other intellectual property right,
2. Does not violate any agreement or fiduciary relationship,
3. Is the original owner of the invention/idea/product/design? In the event the invention has been registered with the U.S. Patent and Trademark Office, the U.S. Copyright Office or any other agency prior to or during the Inventor's participation in *Invented in Utah* all members of the Inventor Team must mutually agree to submit the Invention to *Invented In Utah*,
4. To the best of their knowledge, is not owned by any other person or company, other than the identified Inventor and/or Team members, and is free and clear of any liens, claims or encumbrances,

In no event will *Invented in Utah* be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages. *Invented in Utah* is not responsible for lost, late, misdirected, incomplete, or non-

delivered entries. In the same way, the organizers will not accept legal responsibility in cases where access to the website www.inventedinutah.com or consultation has transpired to be difficult, even impossible for participants. Entrants are expected to, and shall, retain copies of all portions of their entries, and shall not rely on *Invented in Utah* or its judges or sponsors to retain same.

Entrant indemnifies *Invented in Utah*, its sponsors, judges, board of directors, employees and affiliated persons from and against any and all claims, expenses, losses or liabilities (including, without limitation, reasonable attorney's fees and expenses) arising from any breach of the warranties and agrees that in no event shall Entrant assert against the released parties any claim or action based on plagiarism, idea theft, infringement, confidential relationship, implied contract, unfair competition or any other theory arising out of *Invented in Utah's* examination of the material or any other alleged use by *Invented in Utah* of the material.

Responsibility of Organizers

Invented in Utah reserves the right to cut short, postpone, change or cancel the challenge without explanations or fear of incurring legal action against them. If any conflict of interest occurs during any part of the challenge, *Invented In Utah* reserves the right to disqualify any entry. *Invented in Utah* may disqualify any Entrant from participating in the Event or winning an award if, in its sole discretion, it determines such Entrant is attempting to undermine the legitimate operation of the event in any way by cheating, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other participants or *Invented in Utah's* representatives.

Intellectual Property Rights

Invented in Utah does not seek any ownership interests in any of the ideas submitted to this event. The Entrant's submission in no way gives up ownership of, or rights to, the intellectual property. All rights are reserved to Entrant as the exclusive owners of the intellectual property submitted to the challenge and their right to exploit this intellectual property. However, it is their sole responsibility to protect their ideas, if need be, by patenting or registering it.

The organizers refuse all responsibility in case of damages resulting from negligence on the part of the participant and concerning the protection of intellectual property. ***Invented in Utah* strongly encourages all participants to develop an intellectual property protection strategy and begin the intellectual property protection process as soon as possible.** Please be advised that in order to protect the right to obtain patent protection in the United States, the inventor must file a patent application within one year of the date of disclosure or commercial use of the invention. To protect such rights in foreign countries a patent application must be filed before any publication or commercial use. Entrants are encouraged to be selective about what they disclose and to seek legal counsel if they have any further questions regarding the legal protection of their ideas.

Entrant may request a Non-Disclosure Agreement (NDA) be signed before submitting the idea. Submit this request to information@inventedinutah.com. Include the name of Entrant, name of invention, reason for the request, document to be signed, and contact information. The request will be reviewed and the NDA will be signed and returned if *Invented in Utah* deems the request and agreement reasonable.

Rights to Reproduce

The primary purpose of the event is to promote inventorship and recognize innovation. It is the intent of *Invented in Utah* to promote the inventions that surface from the challenge. It is agreed that in the event the submitted invention or idea is selected to be advanced to the judging panels, *Invented in Utah* shall have the right to use Entrant's name, photograph(s) or other likenesses and a brief description (approved by the Entrant) of the submission in publications to the extent it deems appropriate. Notwithstanding this release, no license or any right is granted hereby to *Invented in Utah* to use such inventive idea(s) or inventions commercially or to license or grant any rights to them to any third party.

Privacy

All personal information collected by *Invented in Utah* will be used for administration of the Event and for evaluating the submission. Any questions regarding privacy matters should be directed to information@inventedinutah.com or mailed to *Invented in Utah* at 110 South 300 West, Provo, UT 84601

Miscellaneous

The *Terms and Conditions* herein state the entire understanding of the parties with reference to the subject matter hereof. Any modification or waiver of any of the provisions of these *Terms and Conditions* must be in writing and accepted by both parties. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect and the affected provision(s) shall be reformed without further

action by the parties hereto only to the extent necessary to make such provision(s) valid and enforceable. Descriptive headings and formatting appear herein for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

Acceptance

By submitting an entry and application, the Entrant warrants that:

- He/she has read, understood, voluntarily accepts and agrees to abide by the *Terms and Conditions* herein.
- All of the information provided on this application is true and accurate to the best of his/her knowledge, and that any false or misleading information submitted herein is grounds for immediate disqualification from the event.
- He/she (or with the Inventor Team) has the exclusive and unconditional right and authority to enter into this Agreement and to make this submission to *Invented in Utah*,
- He/she deems it to be in his/her best interest to accept these *Terms and Conditions* and acknowledges that he/she is solely responsible for, and has had ample opportunity to, seek legal counsel and other advisors to ensure that his/her rights and obligations are protected and discharged.
- The foregoing information is voluntarily provided in consideration of possible selection as a participant in the *Invented in Utah* event and that *Invented in Utah*, its judges and sponsors are under no obligation to select him/her as a winner or even a participant in the challenge.
- He/she acknowledges that the submission will be reviewed under guidelines set at *Invented In Utah's* discretion and that notification will be made if there is interest in the invention. If there is no interest in the invention, *Invented In Utah* is not obligated to offer an explanation.

(The Terms and Conditions in their electronic form will not be "signed" in the sense of a traditional paper document. To verify acceptance of these Terms and Conditions electronically the signatory must press "enter" or click "submit" on the official entry form.)