

**HEALTH EQUITY CHALLENGE
SPONSORED BY ATRIUM HEALTH
ADMINISTERED BY THE FLYWHEEL FOUNDATION
OFFICIAL RULES**

VOID WHERE PROHIBITED OR RESTRICTED BY LAW. IN-PERSON PARTICIPATION REQUIRED OF FINALISTS. FINALISTS ARE RESPONSIBLE FOR TRAVEL COSTS AND EXPENSES TO PARTICIPATE. FOR A COPY OF THESE OFFICIAL RULES, PRINT THEM FROM <https://healthequityinnovationchallenge.com>.

SPONSOR: The sponsor of the Challenge (the “**Challenge**”) is Atrium Health-Cabarrus, 920 Church Street, North Concord, NC 28025 (“**Sponsor**”).

ADMINISTRATOR: The administrator of the Challenge is the Flywheel Foundation, 500 West 5th Street, Suite 800, Winston-Salem, NC 27101 (“**Administrator**”).

CHALLENGE PURPOSE: This Sponsored Innovation Challenge is a business idea competition for early-stage founders with scalable and investable solutions to problems which lead to or create significant healthcare outcome disparities associated with Social Determinants of Health (SDOH). As title sponsor, Atrium Health has committed to operational funding for the challenge, company selection, acceleration and incubation of companies at the Cabarrus Center for Innovation and Entrepreneurship in Concord, NC.

The Flywheel Foundation administers the program on behalf of the sponsor and will secure additional sponsorships and investment capital from collaborating institutions and from the private sector investors through its New Ventures investment program.

In alignment with Atrium Health’s Impact 2025 Strategic Priorities, this collaborative project will focus on entrepreneurial solutions to leading indicators of Health Equity and Health Disparities as opposed to systemic lagging indicators that frequently define Social Determinants of Health. The targeted population is vulnerable communities specifically, African American, Hispanic/Latino, Native American, and those at 200% of Federal Poverty.

The published innovation challenge statement invites innovative and scalable ideas that can be applied and commercialized with demonstrated impact on the following priorities:

- Access: improve access for colorectal screening, A1c control and blood pressure, behavioral health, reduce readmissions
- Quality and Outcomes: eliminate disparities in mortality rates, maternal and child health
- Acute Social Needs: Support Systems, community engagement, structural discrimination
- Social Determinants of Health: increase food security, access to affordable housing, economic mobility

Please do not provide any protected health information of any individual in connection with proposed solution to problem statement.

This Challenge offers incentives, information and other resources to help applicants submit, and potentially implement, a proposed solution to this problem statement. The Challenge is designed to lead to rapid entrepreneurial development of ideas with commercial merit and social impact that respond to the Sponsor’s problem statement.

WHEN TO ENTER: The Challenge’s entry period during which to submit an application with your proposed solution to the Sponsor’s problem statement begins at 9:00 AM Eastern Daylight Time on Sunday, January 1, 2023, and ends at 11:59 PM Eastern Daylight Time on Friday, March 31, 2023 (“**Application Period**”). Entry into the Challenge does not constitute entry into any other challenge or promotion, including, without limitation, other similar challenges or promotions offered by the Sponsor and/or Administrator. By participating in the Challenge, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, Administrator, and/or the individual judges (as applicable) relating to this Challenge, which shall be final and binding in all respects.

ELIGIBILITY: This Challenge is open to persons who are at least 18 years old or the age of majority in their jurisdiction of residence and operating companies. Individual entrants may enter either alone or as part of a team. Teams must include no less than two (2) eligible individual entrants and each team member must be clearly identified on the team’s entry materials. An individual who enters on behalf of a business entity represents and warrants he or she has requisite authority

to act on behalf of such entity. All entrants in the Challenge must be seeking, or intending to seek, growth capital funding in addition to the awards to be awarded in this Challenge. Entrants forming companies that intend to license technologies from universities or research labs are encouraged to enter. This Challenge is administered out of the United States. Entrants who are not legal residents of the United States are responsible for obtaining any necessary travel documents, including, without limitation, passports and visas, and related immigration papers required to be able to legally attend any required in-person activities related to this Challenge in Concord, NC USA and to legally work on their submissions within the United States. The Sponsor cannot render legal advice to entrants or winner, who are solely responsible for obtaining any legal advice they deem necessary or proper in order to participate in this Challenge.

The following entrants are not eligible to enter this Challenge: Investment vehicles that invest in the securities of other entities, residential real property and retail businesses, sports venues, gaming and gambling businesses, places of overnight accommodation or entertainment-related establishments. For this purpose, “**retail business**” means a business that is primarily engaged in making retail sales of goods or services to customers who personally visit such facilities to obtain goods or services. In addition, generally excluded are the following: buy-outs, roll-ups, real estate syndications, tax shelters and franchise-based outlets.

HOW TO ENTER: To enter, during the Application Period, go to <https://healthequityinnovationchallenge.com> for general information and click on an Apply Now button to reach the f6s application page (the “**Challenge Website**”), and complete and submit an application requesting comprehensive information about your proposed solution, your background, and other pertinent details, including market overview and business case (the “**Submission**”) as directed at the Challenge Website and in accordance with these Official Rules. Submissions must be in English. Late Submissions will not be accepted. Administrator is the official timekeeper for the Challenge. No substitutions of new versions of Submissions will be accepted under any circumstances once the original Submission is submitted for consideration. In the event that a dispute regarding the identity of the individual or team who actually submitted a Submission cannot be resolved to Sponsor’s and/or Administrator’s satisfaction, the Submission will be deemed ineligible. Personal information collected in connection with the Challenge is subject to the Sponsor’s privacy policy available at <https://healthequityinnovationchallenge.com/privacy-policy>. All entry information and materials, including any copy of the Submission become the property of Sponsor and will not be acknowledged or returned. Once submitted, Submissions cannot be withdrawn. Proof of entering information at the Challenge Website is not considered proof of delivery or receipt of any Submission by Sponsor. Furthermore, Sponsor and Administrator shall have no liability for any Submission that is lost, intercepted, garbled, or not received by Sponsor and/or Administrator. Sponsor and Administrator assume no liability or responsibility for any error, omission, interruption, deletion, theft, or destruction or unauthorized access to, or alteration of, Submissions.

No Submissions or other information submitted in connection with Challenge-related activities may contain material that violates or infringes another’s rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement; reference any celebrity or other public figure or contain logos, trademarks or trade dress (such as distinctive packaging or phraseology) other than those owned by Sponsor, which entrant has a limited license to use to in connection with the Challenge; disparage or misrepresent Sponsor, its products and services, Administrator or any other person, brand or company or their products or services; contain material that is sexually explicit or suggestive, inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous, or promotes the consumption or use of alcohol, illegal drugs, tobacco, firearms, or weapons, or any activities that are or may be unsafe or dangerous; or contain material that is unlawful, in violation of or contrary to applicable federal, state or local laws or regulations, or is otherwise objectionable, in Sponsor’s opinion.

JUDGING OF SUBMISSIONS; JUDGING CRITERIA: Review of Submissions will occur in two rounds.

Round 1. On or before **April 18, 2023**, a qualified panel of judges appointed by the Sponsor and Administrator will select up to ten (10) promising Submissions as finalists in the Challenge (“**Finalists**”) from the pool of eligible Submissions, taking into account assorted factors to evaluate the proposed solution, its market opportunity and business model. In the event of a tie between two or more Submissions, the winning Submission that advances to become a Finalist shall be the Submission that scores highest in the viability of the idea for potential commercialization. Finalists may be notified by phone, email or mail, in the Administrator’s discretion. Finalist may be asked to verify eligibility as a condition to being selected as a Finalist.

Round 2. The Finalists must attend a one-day Finalist briefing session on **April 21, 2023** (“**Finalist Briefing**”) via a Zoom videoconference organized by the Administrator and Sponsor. The Finalist Briefing Session will provide a deeper dive in to the Challenge problem statement and outline competition guidelines and deliverables in connection with selecting a winner from among the Finalists. This briefing is also the Finalists’ opportunity to interact with the Sponsor and mentors available to help the Finalists hone their proposed solution. At least one (1) member of any Finalist team and all individual Finalists are required to attend the Finalist Briefing. Following the Finalist Briefing session, Finalists will have approximately ten (10)

days to develop their proposed solutions into a business plan pitch to present in-person to the qualified panel of judges appointed by the Sponsor and Administrator on **May 1, 2023** (“**Pitch Day**”). Pitch Day will be held at the Cabarrus Center for Innovation and Entrepreneurship located at 57 Union Street, Concord NC 28025 or such other location as determined by the Administrator, and will be preceded by two (2) days’ of pitch polish activities at the same location. Finalists are strongly encouraged to attend all of the pitch polish activities leading up to Pitch Day. All members of the Finalist (if a Finalist is a team) and all individual Finalists are required to attend Pitch Day. Failure or inability to comply with the requirements of these Official Rules may result in disqualification. Between the Finalist Briefing and Pitch Day, Finalists will have access to knowledge resources from the Sponsor and the Administrator. Finalists are responsible for all costs and expenses incurred in preparing and presenting their proposed solutions to the Sponsor’s problem statement, including, without limitation, travel expenses to Winston-Salem, NC. The judges will select one (1) winner from among the Finalists on or after Pitch Day using the following evaluation criteria with respect to the Finalists’ proposed solution to the Sponsor’s problem statement:

- Creativity and innovation in addressing the innovation challenge priorities
- Ability to distinguish the Finalist’s idea from others on the market
- The overall strength and quality of the Finalist
- Finalist’s knowledge of market
- Clarity and market fit of the proposed solution
- Viability of the idea (product/service/technology) for potential commercialization (15%)
- Total viable market and estimated market share of target market
- Commercialization plan and business model
- Potential revenue, capitalization requirements, and financing plans
- Overall assessment of the opportunity (5%)

Each of the evaluation criteria above will be weighted 10% unless otherwise indicated above.

Entrants and Finalists risk disqualification if they or someone on their behalf communicates with the judges beyond making a Submission, participating in the Finalist Briefing and Pitch Day (including pitch perfection activities related leading up to Pitch Day), or providing further data or information as requested by the judges or by the Sponsor or Administrator on behalf of the judges, in an attempt to influence the Challenge outcome.

NOTICE TO FINALISTS AND WINNERS: Attempts to notify potential Finalists and ultimate Winners of the Challenge will be made using the contact information provided in the Submission. Sponsor and Administrator are not responsible for communication problems of any kind. If, despite reasonable efforts to contact potential Finalists/winner, such party does not respond within 24 hours of the first notification attempt, or if the notification is returned as undeliverable, such party may forfeit the opportunity to be a Finalist/win prize, and an alternate may be selected from remaining eligible entrants/Finalists, as applicable. If any potential prize winner is found to be ineligible, or has not complied with these Official Rules or declines the prize for any reason prior to award, such potential prize winner will be disqualified and an alternate winner may be selected from remaining eligible entrants/Finalists, as applicable. Unclaimed prize may not be awarded.

AWARDS: Following Pitch Day the Administrator will announce up to five (5) Winners of the Challenge who will be invited to enter a 12-week accelerator program followed by 18 weeks of incubation at the Cabarrus Center for Innovation and Entrepreneurship. Commitment by the founders to acceleration and incubation, as well as engagement with the target populations for proof-of-concept testing is a requirement of the Award. The Sponsor, Administrator and partnering institutions will support Winners with resources including capital access, educational programming, research, population health data and subject matter experts.

The Administrator will award \$5,000 USD starter grants in readily available non-dilutive funding, which will be delivered by check. Winners of the challenge will also receive an audience with up to four potential funding sources, which may/may not offer funding in their sole discretion as there is no guarantee of any funding.

GENERAL PRIZE CONDITIONS: The potential winners (including all of its members if a team) will be required to complete, execute, and sign before a notary (or similar person in entrant’s jurisdiction of residence) an Affidavit of Eligibility, License, & Liability and Publicity Release and IRS Form W-9 (Request for Taxpayer Identification) or similar foreign equivalent (collectively “**Prize Claim Documents**”). If potential winner fails or refuses to sign and timely return all Prize Claim Documents within five (5) days of receipt, the potential winner may be disqualified and an alternate winner may be selected from among remaining eligible Finalists. **THE WINNER IS RESPONSIBLE FOR REPORTING AND PAYING ANY INCOME TAXES OR OTHER TAXES THAT MAY APPLY TO ACCEPTING A PRIZE; SPONSOR AND ADMINISTRATOR ARE NOT RESPONSIBLE FOR AND WILL NOT PAY ANY SUCH TAXES.**

ENTRANT REPRESENTATIONS, WARRANTIES AND COVENANTS: By submitting a Submission in the Challenge, each entrant represents, warrants, and covenants as follows: (a) contact and factual information that is submitted as part of the Submission is true and accurate; (b) the content of the Submission is the original work of the entrant (or entrants, if a team) and such entrant (or entrants, if a team) is/are the sole author, creator, and owner of the Submission; (c) entrant is eligible to participate in the Challenge in accordance to the eligibility criteria set forth in these Official Rules; (d) the Submission is not the subject of any actual or threatened litigation or claim, and entrant is not under a contractual, employment or other obligation to provide the content of the Submission to any other person or entity as part of an exclusive obligation, first right of refusal, or other similar restriction; (e) the Submission does not and will not violate or infringe upon the intellectual property rights, privacy rights, publicity rights, or other legal rights of any third party; (f) the Submission does not and will not contain any harmful computer code (sometimes referred to as "malware," "viruses" or "worms"); and (g) the Submission and entrant's use of the Submission do not and will not violate any applicable laws or regulations, including, without limitation, applicable export control laws and regulations of the United States and other jurisdictions. If the Submission includes any third party works (such as third party content or open source code), entrant has permission or a license or release to use such works and must be able to provide, upon Sponsor and/or Administrator's request, all appropriate substantiation of the right to use such third party works. In the event entrant cannot provide all required substantiation, Sponsor reserves the right, in Sponsor's sole discretion, to disqualify the applicable Submission, or seek to secure the licenses and releases for Sponsor's benefit and allow the applicable Submission to remain in the Challenge. The Sponsor and Administrator have no responsibility for any agreements between entrants and third parties.

SUBMISSION LICENSE: EACH ENTRANT RETAINS TITLE AND FULL OWNERSHIP IN AND TO THEIR SUBMISSION. EACH ENTRANT EXPRESSLY RESERVES ALL INTELLECTUAL PROPERTY RIGHTS NOT EXPRESSLY GRANTED UNDER THESE OFFICIAL RULES. By participating in the Challenge, each entrant hereby irrevocably grants to Sponsor, Administrator and their designees a limited, non-exclusive, royalty free, worldwide, copyright license and right to use the Submission and any product arising from the Submission to the extent necessary to administer the Challenge, and to publicly perform and publicly display the Submission and any product arising from the Submission, including, without limitation, for advertising and promotional purposes relating to the Challenge. For avoidance of doubt, Sponsor may have products or services that are similar or competitive to the ideas and concepts provided in the Submissions and nothing shall impair Sponsor's rights to develop, make, use, procure, or market products or services now or in the future that may be competitive with those in the Submissions. Sponsor and the Administrator have no obligation to keep any of the Submissions confidential. Sponsor will not be restricted in any manner from using any content from a Submission that is within the public domain.

RIGHT OF FIRST NEGOTIATION: In consideration of the prize, the winner hereby grants Sponsor and its designees an exclusive Right of First Negotiation to acquire all rights in any Submission or product arising out of the Challenge ("RFN"). If Sponsor chooses to exercise this RFN, Sponsor will notify the winner in writing of Sponsor's desire to negotiate with winner within thirty (30) days or awarding the prize to the winner, and the winner agrees it will exclusively negotiate terms in good faith with Sponsor for a period of at least sixty (60) days after winner's receipt of Sponsor's notice. If no agreement has been reached after the expiration of the sixty (60) days, then winner may negotiate with third parties without further obligation of exclusivity to Sponsor.

PUBLICITY RELEASE: By participating in the Challenge, in addition to any other grants granted herein or which may be granted in any other agreement entered into between Sponsor and/or Administrator, on the one hand, and any entrant in the Challenge, on the other hand, each entrant hereby irrevocably grants to Sponsor, Administrator and their designees the right to use such entrant's name, likeness, image, and biographical information in any and all media for any purpose, including, without limitation, advertising and promotional purposes, without any further notice, compensation, review or approval. No entrant may use the name or logo of the Sponsor in any publicity related to a Submission or any product resulting from a Submission without the prior express written consent of Sponsor.

DATES/DEADLINES: Because of the unique nature and scope of the Challenge, the Sponsor and Administrator reserve the right, in addition to those other rights reserved herein, to modify any dates or deadlines set forth in these Official Rules or otherwise governing the Challenge. In the event that the Application Period is changed in any way, or Round 1 judging is delayed, notice will be posted at the Challenge Website. In the event that any dates relating to Challenge-related activities are changed after Round 1 judging is complete and Finalists are determined, the Sponsor or Administrator will notify Finalists directly using the contact information provided in their Submission of applicable changes in timing.

LIMITS ON LIABILITY: By participating in this Challenge, each entrant agrees to release, defend, indemnify and hold harmless Sponsor, Sponsor's affiliates, Administrator, their respective employees, agents and representatives (including advertising agencies), the judges and all others associated with this Challenge (the "Released Parties") from and against any and all claims arising from a breach of the entrant's representations, warranties and covenants under these Official Rules and any and all injury, loss, or damage caused or claimed to be caused by an entrant's participation in this Challenge or any Challenge-related activities, including travel/to from such activity, and/or the acceptance, awarding, receipt, use and/or

misuse of prize and for any claims or causes of action based on publicity rights, defamation or invasion of privacy and prize delivery.

The Released Parties assume no responsibility, and shall not be liable for, (a) any damage to an entrant's computer system which is occasioned by accessing the Challenge Website or participating in the Challenge, or for any computer system, phone line, hardware, software, or program malfunctions, or other errors, failures, delayed computer transmissions, or network connections, or for the incorrect or inaccurate capture of information, or the failure to capture any information; (b) incomplete, garbled, misdirected, late, lost, damaged, or stolen entries, prize notifications or prize claims; (c) interrupted, inaccessible, or unavailable networks, servers, satellites, Internet Service Providers, websites, or other connections; (d) miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone, cable transmissions or other communications; or (e) for any technical malfunctions, failures, difficulties, or other errors of any kind or nature.

The Released Parties have not made any warranty, representation, or guarantee, express or implied, in fact or in law, with respect to prize, including, without limitation, regarding such prize's merchantability or fitness for a particular purpose. Selection of the winning Submission is not a representation of guarantee that such Submission will be funded or commercialized by anyone, or that such Submission is actually commercially viable.

The Sponsor and Administrator each reserve the right in their sole discretion to disqualify any party who violates these Official Rules, is found to be tampering with the entry process or the operation of the Challenge or Challenge Website, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation or integrity of the Challenge, or to annoy, abuse, threaten, or harass any other person, and Sponsor and Administrator each reserve the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

In the event an insufficient number of eligible or quality entries are received, or the Sponsor and/or Administrator is prevented from awarding the prize or continuing with the Challenge as contemplated herein by any event beyond its control, including, without limitation, fire, flood, natural or man-made epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within the Sponsor's and/or Administrator's control ("**Force Majeure**"), the Sponsor and/or Administrator shall have the right to modify, suspend, or terminate the Challenge by giving notice of the foregoing at the Challenge Website or directly to Finalists, depending when in the process the foregoing occurs.

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 shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In the event of a conflict between these Official Rules and any other Challenge-related materials or information, the terms of these Official Rules shall prevail.

DISPUTES: Each entrant agrees that, by entering this Challenge (i) any and all disputes, claims, and causes of action arising out of or in connection with such Challenge, or prize awarded, shall be resolved individually without resort to any form of class action and exclusively by a federal or state court located in Forsythe County, North Carolina; (ii) any claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering such Challenge, but in no event attorney's fees; and (iii) under no circumstances will any entrant be permitted to obtain any award for, and each entrant hereby waives all rights to claim, punitive, incidental, or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses.

GOVERNING LAW: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION, AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS, THE SPONSOR AND/OR ADMINISTRATOR IN CONNECTION WITH THE CHALLENGE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAWS RULES OR PROVISIONS.

WINNERS LIST: Winner may be posted on the Sponsor's and/or Administrator's web pages, or request winner's identity by sending a self-addressed, stamped envelope by **June 5, 2023**, c/o Administrator's name and address shown above.