

Health Equity Research Initiative Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED. VALID IN THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA ONLY.

ENTRY IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

The Health Equity Research Initiative (the “Contest”) is a skill contest where entrants must submit a proposal that describes how their proposed research will accelerate health equity through the use of the requested resources. The proposals will be evaluated by judges, who will choose the winning entry in accordance with these Official Rules. One or more of the requested resources(s) will be awarded to entrants whose proposals are evaluated as having the highest score in the judging criteria. See below for the complete details.

1. BINDING AGREEMENT: In order to enter the Contest, you must agree to these Official Rules (“Rules”). Therefore, please read these Rules prior to entry to ensure you understand and agree. You agree that submission of an entry in the Contest constitutes agreement to these Rules. You may not submit an entry to the Contest and are not eligible to receive the awards described in these Rules unless you agree to these Rules. These Rules form a binding legal agreement between you and Google with respect to the Contest.

2. ELIGIBILITY: To be eligible to enter the Contest, you must be: (1) a legal resident of and physically located in the 50 United States or the District of Columbia; (2) above the age of majority in the state or jurisdiction where you reside at the time of entry; (3) not a person or entity under U.S. export controls or sanctions; (4) have access to the Internet as of September 12, 2022; and (5) a researcher affiliated with a regionally accredited academic institution or Eligible Nonprofit Research Institution in the United States. For this Contest, an “Eligible Nonprofit Research Institution” means a nonprofit research institution whose mission is aligned to expanding academic research and advancing open scientific knowledge for society's benefit, which may include the provision of healthcare services in the context of conducting healthcare research. Contest is void in Puerto Rico, U.S. territories and possessions, outside of the U.S., and where prohibited by law. Employees, interns, contractors, and official office-holders of Google, Small Steps Labs LLC (“Fitabase”), and their parent companies, subsidiaries, affiliates, and their respective directors, officers, employees, advertising and promotion agencies, representatives, and agents (“Contest Entities”), and members of the Contest Entities’ and their immediate families (parents, siblings, children, spouses, and life partners of each, regardless of where they live) and members of the households (whether related or not) of such employees, officers and directors are ineligible to participate in this Contest. Sponsor reserves the right to verify eligibility and to adjudicate on any dispute at any time.

These rules are binding on you, individually, and the institution on whose behalf you are entering. You represent and warrant that (a) such institution has full knowledge of your actions and has consented thereto, including your potential receipt of an award on such institution’s behalf, (b) you are authorized to participate in this Contest, including to accept any awards you may receive on your institution’s behalf; (c) your participation in this Contest, including any awards you may receive, is consistent with all applicable laws and regulations, including relevant ethics rules and laws; (d) the provision of any awards will not negatively impact Google's current or future ability to do business with your institution; (e) your actions do not violate your institution’s policies and procedures; and (f) you will not use any awards you receive in connection with the Contest for your personal use.

3. SPONSOR: The Contest is sponsored by Google LLC (“Google” or “Sponsor”), a Delaware corporation with principal place of business at 1600 Amphitheater Parkway, Mountain View, CA, 94043, USA.

4. CONTEST PERIOD: The Contest begins at 12:00:00 A.M. Pacific Time (PT) Zone in the United States on September 12, 2022 and ends at 11:59:59 P.M. PT on October 12, 2022 (“Contest Period”).

5. HOW TO ENTER: NO PURCHASE NECESSARY TO ENTER OR WIN. To enter the Contest, visit the Google Health Equity website located at health.google/health-equity (“Contest Site”) during the Contest Period and follow the instructions for submitting a proposal that outlines your health equity research proposal (“Proposal”). The Proposal must meet the “Proposal Requirements,” described below.

LIMIT ONE (1) ENTRY PER PERSON. Subsequent entries will be disqualified. All entries must be received by 11:59 p.m. (PT) on October 12, 2022. Entries are void if they are in whole or part illegible, incomplete, damaged, altered, counterfeit, obtained through fraud, or late. All entries will be deemed made by the authorized account holder of the email address submitted at the time of entry, and the potential winner may be required to show proof of being the authorized account holder for that email address. The “authorized account holder” is the natural person assigned to an email address by an Internet service provider, online service provider, or other organization responsible for assigning email address for the domain.

6. PROPOSAL REQUIREMENTS. The Proposal must not be longer than 2,500 words and must meet the following criteria:

- (a) It must not be derogatory, offensive, threatening, defamatory, disparaging, libelous or contain any content that is inappropriate, sexual, profane, indecent, tortuous, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person, or otherwise does not comply with the theme and spirit of the Contest.
- (b) It must not contain content, material or any element that is unlawful, or otherwise in violation of or contrary to all applicable federal, state, or local laws and regulations in any state where Proposal is created.
- (c) It must not contain any content, material or element that displays any third party advertising, slogan, logo, trademark or otherwise indicates a sponsorship or endorsement by a third party, commercial entity or that is not within the spirit of the Contest, as determined by Sponsor, in its sole discretion.
- (d) It must be an original, unpublished work that does not contain, incorporate or otherwise use any content, material or element that is owned by a third party or entity.
- (e) It cannot contain any content, element, or material that violates a third party’s publicity, privacy or intellectual property rights.
- (f) It cannot be longer than 2,500 words, with a maximum of 2,000 words allocated to the research plan (as described in the table in Subsection (g) below) and a maximum of 500 words allocated to the resource request (as described in the table in Subsection (g) below). If either part of the Proposal exceeds the applicable maximum in length or the Proposal in the aggregate exceeds 2,500 words, the Proposal will not be evaluated.
- (g) It must adhere to the structure of and be responsive to the prompts provided in the table below:

Proposal - Part 1 - Research Plan (with the following sections and headers) [file upload]
(2,000 word limit)

- **Significance of Research and Community/Communities Served**

- Explanation of health equity topic(s) for the project.
- Explanation of how this research may lead to improved health outcomes for groups disproportionately impacted by health disparities and/or negative social and structural determinants of health.
- **Innovation of Research**
 - Summary of novelty of the research toward advancing the field of health equity and health disparities, including creating evidence around yet-to-be-uncovered disparities.
- **Approach and Methods**
 - What are the key research questions and outcomes/measures (e.g., from biological, behavioral, psychosocial, clinical, and/or structural health domains)?
 - What are the proposed methodologies and analyses?
 - What is the setting for this research and/or who are the groups/communities you will partner with (e.g., hospitals/clinics, non-profit organizations, practitioners/clinicians, patients/families)?
- **Researcher and Research Environment**
 - Demonstrate expertise and capacity of the team by:
 - Listing key personnel and institutions
 - Describing roles of key personnel and qualifications (including relevant past or active funding history).
 - Describing facilities and institutional capacity for lead organization (and participating organizations, if applicable).
 - Describing diversity and composition of the team and history of commitment to communities benefiting from work.
- **Alignment of the Proposed Research to [Google's AI Principles](#)**
- **Dissemination**
 - What are your plans for publishing research results and for sharing the results with the broader health equity ecosystem, including the impacted communities?
- **Institutional Review Board (IRB) Plans**
 - Describe plans to protect participants from research risks and obtain IRB approval/waiver or evidence of IRB approval/waiver, if applicable.
- **References** (not included in word limit)

Proposal - Part 2 - Resource Request [file upload] (500 word limit)

- Note: You may request a minimum of one offering (e.g., only Fitbit devices) and a maximum of four offerings (i.e., funding, Fitbit devices and Premium, Fitabase services, and Cloud credits). For each resource requested, describe why such resource, and the requested volume of such resource specifically, is needed for the proposed work.
- Funding
- Fitbit devices

- You are encouraged to estimate the cost based on retail cost in the [Fitbit online store](#). Define quantities needed in each category:
 - Smartwatch
 - Tracker
 - Smart Scale
- Define number of smartwatches and trackers requesting a 12-month Fitbit Premium subscription.
- Fitabase services
 - You are encouraged to make a copy of this [pricing calculator](#) to estimate requested amount. Define platform and services requested to support remote data collection and analysis, etc.
- Cloud Credits
 - You are encouraged to use this [pricing calculator](#) to estimate requested amount. Define how specific features and services of Google Cloud will be leveraged and include a link to your calculator results.

During the Contest Period, the Sponsor, its agents and/or the Judges (defined below) will be evaluating each Proposal to ensure that it meets the Proposal Requirements. The Sponsor reserves the right, in its sole discretion, to disqualify any entrant who submits an Proposal that does not meet the Proposal Requirements.

7. JUDGING: Each entry will be judged by a panel of experts who are employees of Sponsor (“Judges”). On or about October 17, 2022, each Proposal will be evaluated by the Judges based on the following criteria:

- A. The potential for the proposed work to:
 - i. Improve health outcomes for groups disproportionately impacted by health disparities and/or negative social and structural determinants of health; and
 - ii. Advance research and innovation related to health equity and health disparities, including creating evidence around yet-to-be-uncovered disparities;
- B. Articulation of research plan, including methods and outcomes;
- C. Feasibility of proposed work (e.g., demonstrated expertise and capacity of researcher and their research environment);
- D. Alignment to Google’s [AI Principles](#); and
- E. How the potential awards would support the entrant’s proposed work (including entrant’s assessment of what amount of each type of resource would be needed to support the proposed work).

Judges will evaluate and attribute a score to each Proposal made up of scores based upon the above-listed criteria. To help Judges with their review of your Proposal, the Judges may consult with other employees or agents of Sponsor, as well as employees or agents of Fitabase, to evaluate each Proposal. No more than 10 of the entries that receive the highest overall scores will be selected as the potential winner(s). In the event of a tie, the Proposal that received the higher score from the Judges in the category of advancing research and innovation will be selected as one of the potential winner(s). In the

event a potential winner is disqualified for any reason, the Proposal that received the next highest total score will be chosen as the potential winner.

On or about November 15, 2022, the potential winner(s) will be selected and notified by telephone and/or email, at Sponsor's discretion. If a potential winner does not respond to the notification attempt within 5 days from the first notification attempt, then such potential winner will be disqualified and an alternate potential winner may be selected from among all eligible entries received based on the judging criteria described herein. With respect to notification by telephone, such notification will be deemed given when the potential winner engages in a live conversation with Sponsor or when a message is left on the potential winner's voicemail service or answering machine by the Sponsor, whichever occurs first. Except where prohibited by law, each potential winner may be required to sign and return a Declaration of Eligibility and Liability and Publicity Release and provide any additional information that may be required by Sponsor. If required, potential winners must return all such required documents within 14 days following attempted notification or such potential winner will be deemed to have forfeited the award and another potential winner may be selected based on the judging criteria described herein. All notification requirements, as well as other requirements within these Rules, will be strictly enforced.

In the event that no Proposals are received, no awards will be issued. Determinations of Judges are final and binding.

8. AWARDS:

Each winner's award may consist of all or a portion of the requested resources in their Proposal from the list of potential awards below as determined by Sponsor in its sole discretion.

- Research funding: each winner may receive up to \$50,000 in research funding dispersed as an unrestricted gift.
- Fitbit device(s): each winner may receive a credit for Fitbit devices, including [trackers](#), [smartwatches](#), and [smart scales](#) for up to \$45,000 in value (entrants are encouraged to estimate based on the retail value in the [Fitbit online store](#)). Trackers and smartwatches (smart scales excluded) may include a 12-month [Fitbit Premium](#) subscription.
- Fitabase service(s): each winner may receive a credit for [Fitabase's](#) platform and services to support remote data collection and analysis tools for up to \$10,000 in value (entrants are encouraged to estimate by making a copy of the [HERI pricing calculator](#) and inputting the required information).
- Google Cloud Platform: each winner may receive a credit for Google Cloud Platform for up to \$20,000 in value (entrants are encouraged to use the [pricing calculator tool](#)).

REDEMPTION, RECEIPT AND/OR USE OF THE AWARDED RESOURCE(S) MAY BE CONDITIONED UPON AND SUBJECT TO SUCH WINNER'S ACCEPTANCE OF AND COMPLIANCE WITH ADDITIONAL RESTRICTIONS, LICENSES OR TERMS AND CONDITIONS, INCLUDING THOSE IMPOSED BY CONTEST ENTITIES.

Odds of winning any award depends on the number of eligible entries received during the Contest Period and the skill of the entrants. The award will be issued (receipt of the awarded resources may take additional time) within approximately 48 weeks of receipt by Sponsor of final award acceptance documents. The awarded resources may or may not be available all at once. The awarded resources may also have required deadlines for redemption or collection. No transfer, substitution or cash equivalent for

awards is allowed, except at Sponsor's sole discretion. Sponsor reserves the right to substitute an award, in whole or in part, of equal or greater monetary value if an award cannot be awarded, in whole or in part, as described for any reason. Value is subject to market conditions, which can fluctuate and any difference between actual market value and ARV will not be awarded. The award(s) may require additional hardware, software, service, or maintenance to use. The winner shall bear all responsibility for use of the award(s) in compliance with any conditions imposed by such manufacturer(s), including any Contest Entities, and any additional costs associated with its use, service, or maintenance. Contest Entities have not made and Contest Entities are not responsible in any manner for any warranties, representations, or guarantees, express or implied, in fact or law, relating to the award(s), regarding the use, value or enjoyment of the award(s), including, without limitation, its quality, mechanical condition, merchantability, or fitness for a particular purpose, with the exception of any standard manufacturer's warranty that may apply to the award or any components thereto.

9. TAXES: PAYMENTS TO POTENTIAL WINNERS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT TO GOOGLE ALL DOCUMENTATION REQUESTED BY GOOGLE TO PERMIT IT TO COMPLY WITH ALL APPLICABLE STATE, FEDERAL AND LOCAL TAX REPORTING AND WITHHOLDING REQUIREMENTS. ALL AWARDS WILL BE NET OF ANY TAXES GOOGLE IS REQUIRED BY LAW TO WITHHOLD. ALL TAXES IMPOSED ON AWARDS ARE THE SOLE RESPONSIBILITY OF THE WINNERS. In order to receive an award, potential winners must submit the tax documentation requested by Google or otherwise required by applicable law, to Google or the relevant tax authority, all as determined by applicable law, including, where relevant, the law of the potential winner's country of residence. The potential winner are responsible for ensuring that (s)he complies with all the applicable tax laws and filing requirements. If a potential winner fails to provide such documentation or comply with such laws, the award may be forfeited and Google may, in its sole discretion, select an alternative potential winner.

10. GENERAL CONDITIONS: All federal, state and local laws and regulations apply. Google reserves the right to disqualify any entrant from the Contest if, in Google's sole discretion, it reasonably believes that the entrant has attempted to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other entrants, Google, or the Judges. Google may be required to report things of value provided to government officials, seek approval from your institution, or invoice you to avoid making an impermissible gift. Please contact us-gov-ethics@google.com if you have any questions, or if you'd like to reimburse Google for anything provided.

11. INTELLECTUAL PROPERTY RIGHTS: As between Google and the entrant, the entrant retains ownership of all intellectual and industrial property rights (including moral rights) in and to the Proposal. As a condition of entry, entrant grants Google, its subsidiaries, agents and partner companies, a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display the Proposal (1) for the purposes of allowing Google and the Judges to evaluate the Proposal for purposes of the Contest, and (2) in connection with advertising and promotion via communication to the public or other groups, including, but not limited to, the right to make screenshots, animations and Proposal clips available for promotional purposes. Entrant acknowledges and agrees that by submitting a Proposal, the Proposal and any ideas in the Proposal may become public and others exposed to entrant's Proposal, including Google and Fitabase, may be working on similar ideas or technologies now or in the future. By

submitting a Proposal, you waive any claim that information included in your Proposal or other entry materials is proprietary or confidential, whether or not marked as such.

12. PRIVACY: Entrant acknowledges and agrees that Google may collect, store, share and otherwise use personally identifiable information provided during the registration process and the Contest, including, but not limited to, name, mailing address, phone number, and email address. Google will use this information in accordance with its Privacy Policy (<http://www.google.com/policies/privacy/>), including for administering the Contest and verifying entrant's identity, postal address and telephone number in the event an entry qualifies for an award. Entrant specifically acknowledges and agrees that Google may share the information entrant provides in connection with the Contest, including entrant's Proposal, with its affiliates and Fitabase for purposes of assessing entrant's Proposal, issuing awards and otherwise in connection with the Contest. Entrant has the right to request access, review, rectification or deletion of any personal data held by Google in connection with the Contest by writing to Google at this email address he-research-initiative@google.com

13. PUBLICITY. By accepting an award, entrant agrees to Sponsor and its agencies use of his or her name and/or likeness and Proposal for advertising and promotional purposes without additional compensation, unless prohibited by law.

14. WARRANTY, INDEMNITY AND RELEASE: Entrants warrant that their Proposals are their own original work and, as such, they are the sole and exclusive owner and rights holder of the submitted Proposal and that they have the right to submit the Proposal in the Contest and grant all required licenses. Each entrant agrees not to submit any Proposal that (1) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations; (2) otherwise violates the applicable state or federal law; or (3) contains any information that is proprietary or confidential to entrant or any third party.

To the maximum extent permitted by law, each entrant indemnifies and agrees to keep indemnified Contest Entities at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the entrant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, each entrant agrees to defend, indemnify and hold harmless the Contest Entities from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from (a) any Proposal or other material uploaded or otherwise provided by the entrant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by the entrant in connection with the Contest; (c) any non-compliance by the entrant with these Rules; (d) claims brought by persons or entities other than the parties to these Rules arising from or related to the entrant's involvement with the Contest; and (e) acceptance, possession, misuse or use of any award or participation in any Contest-related activity or participation in this Contest. Entrant releases Google from any liability associated with: (a) any malfunction or other problem with the Contest Site; (b) any error in the collection, processing, or retention of entry information; or (c) any typographical or other error in the printing, offering or announcement of any award or winners.

15. ELIMINATION: Any false information provided within the context of the Contest by any entrant concerning identity, mailing address, telephone number, email address, ownership of right or

non-compliance with these Rules or the like may result in the immediate elimination of the entrant from the Contest.

16. INTERNET: Contest Entities are not responsible for any malfunction of the entire Contest Web Site or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed Proposals due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, computer equipment, or traffic congestion on the Internet or at the Contest Site, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit an entrant's ability to participate.

17. RIGHT TO CANCEL, MODIFY OR DISQUALIFY. If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Google reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. Google further reserves the right to disqualify any entrant who tampers with the submission process or any other part of the Contest or Contest Site. Any attempt by an entrant to deliberately damage any web site, including the Contest Site, or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, Google reserves the right to seek damages from any such entrant to the fullest extent of the applicable law.

18. NOT AN OFFER OR CONTRACT OF EMPLOYMENT: Under no circumstances shall the submission of a Proposal into the Contest, the awarding of an award, or anything in these Rules be construed as an offer or contract of employment with either Google or the Contest Entities. You acknowledge that you have submitted your Proposal voluntarily and not in confidence or in trust. You acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between you and Google or the Contest Entities and that no such relationship is established by your submission of a Proposal under these Rules.

19. FORUM AND RECOURSE TO JUDICIAL PROCEDURES: These Rules shall be governed by, subject to, and construed in accordance with the laws of the State of California, United States of America, excluding all conflict of law rules. If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and all entrants expressly waive any and all such rights.

20. ARBITRATION: By entering the Contest, you agree that exclusive jurisdiction for any dispute, claim, or demand related in any way to the Contest will be decided by binding arbitration. All disputes between you and Google of whatsoever kind or nature arising out of these Rules, shall be submitted to Judicial Arbitration and Mediation Services, Inc. ("JAMS") for binding arbitration under its rules then in effect in the San Jose, California, USA area, before one arbitrator to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred.

21. WINNER'S LIST: You may request a list of winners after January 1, 2023 but before August 1, 2023 by sending a self addressed stamped envelope to:

Heather Cole-Lewis
Google LLC
1600 Amphitheater Parkway Mountain View, CA 94043 USA

(Residents of Vermont need not supply postage).